

SCHEDULE OF SPECIFIC ADMINISTRATIVE CLAUSES TO BE APPLIED IN THE CONTRACTING OF ASSISTANCE SERVICES AS PART OF THE CONVENTION "IMPACT FORECASTING CONSULTANT'S SERVICES FOR THE PACIFIC COMMUNITY", TO BE AWARDED BY MEANS OF AN OPEN PROCESS WITH PLURALITY OF CRITERIA

INDEX CHAPTER I. CHARACTERISTICS OF CONTRACT

Clause 1. Characteristics of contract

CHAPTER II. GENERAL PROVISIONS.....

Clause 2. Legal regime.

Clause 3. Object of contract.

Clause 4. Base tender budget and contract price.

Clause 5. Contractor profile.

CAPÍTULO III. TENDER.....

Clause 6. Capacity to contract and criteria for selection of companies

Clause 7. Contract award procedure.

Clause 8. Objective contract award criteria

Clause 9. Presentation of proposals.

Clause 10. Electronic means.

Clause 11. Form and content of proposals.

Clause 12. Opening of proposals.

Clause 13. Definitive guarantee.

Clause 14.- Accreditation of capacity to contract and contract award process. Waiver or withdrawal.

CAPÍTULO IV. AWARDING AND FORMALIZATION

Clause 15. Contract award.

Clause 16. Finalization and formalization of contract.

CAPÍTULO V. EXECUTION OF CONTRACT.....

Clause 17. Principle of risk and venture.

Clause 18. Subjection to schedules of specific administrative clauses and technical specifications.

Clause 19. Management and supervision of service and supply.....

Clause 20. Period of execution and extension of contract.

Clause 21. Penalties for non-fulfillment of contractual obligations.

Clause 22. Liability of contractor for damages.

Clause 23. Modification of contract.

Clause 24. Suspension of contract.

Clause 25. Assignment of contract.

Clause 26. Subcontracting.....

CAPÍTULO VI. RIGHTS AND OBLIGATIONS OF CONTRACTOR

Clause 27. Payment of contract price.

Clause 28. Review of prices

Clause 29. Obligations, expenses and taxes to be demanded of contractor.

Clause 30. Special conditions of contracting.

Clause 31. Labor, social and environmental obligations.

CAPÍTULO VII. TERMINATION OF CONTRACT

Clause 32. Fulfillment of contract and reception of supply.

Clause 33. Settlement of contract.

Clause 34. Period of guarantee.

Clause 35. Flaws or defects during period of guarantee.....

Clause 36. Return or cancellation of definitive guarantee.

Clause 37. Termination of contract.....

Clause 38. Prerogatives of the FLTQ, review of decisions and competent courts

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CHAPTER I. CHARACTERISTICS OF CONTRACT

Clause 1. Characteristics of contract.

The Leonardo Torres Quevedo Foundation for the promotion of technological research in the University of Cantabria (FLTQ), with Tax ID number G39034608, and registered office in the University College of Civil Engineering, Avenida de los Castros, Nº 44-3º planta, 39005-Santander, Spain, Europe, is a non-profit organization and has been contracted by Pacific Community ("SPC") for the undertaking of Project FJ-SPC-157811-CS-QC BS: Pacific Resilience Program (P-147839) and requires technical assistance for the development of a tsunami flooding prediction system for Tonga and Samoa. The activities contracted will be:

- Tsunami driven inundation forecast system For Tonga and Samoa
- Prepare material and participate in training and capacity building activities
- Training on deployment of wave buoys
- Assist with integration of forecast system to the Meteorological services CLiDEsc Portal

For this purpose, an open process has been initiated to contract a company that has experience in the undertaking of this type of processes, in accordance with the provisions of article 156 of Law 9/2017, of November 8, on Public Sector Contracts.

1.- Definition of object of contract:

ASSISTANCE SERVICES FOR THE CALCULATION OF TSUNAMI FLOODING RISK AS PART OF THE SAMOA-TONGA IMPACT FORECASTING CONSULTANCY CONVENTION.

2.- Administrative Bodies

MANAGING, CONTRACTING, ACCOUNTING AND SUPERVISION BODY. By virtue of article 20 of the statutes of the Leonardo Torres Quevedo Foundation, the Board of Trustees, at the proposal of the President, may appoint a Managing Director with competences and powers of management, representation, administration and disposition, which will be granted in the corresponding appointment procedure, and registered in a public document. This appointment was made in Santander, on December 11, 2019, before the Notary of the Illustrious College of Cantabria, Mr. Emilio González-Madroño Gutierrez, with Protocol number No. 2648. The aforementioned public document was deposited in the Registry of the Protectorate of Foundations of the Government of Cantabria, dated December 16, 2019. In use of the aforementioned organizational powers, the Managing Director Mr. Jorge Castro González designated the composition of the Contracting Board of the Leonardo Torres Quevedo Foundation for the promotion of Technological Research at the University of Cantabria (FLTQ), which will be made up of the following members:

- Managing Director of FLTQ who will act as President of the Contracting Committee.
- The lead researcher of the Research Group requesting the service (member).
- The vice-director of FLTQ (member).
- The Secretary of the Foundation Board will act as the Secretary of the Contracting Board.

The research group of the University of Cantabria which is the promoter and requester of the service is the Geomatic and Oceanographic Engineering group (Geo-Ocean), led by Professor Doctor Don Fernando Mendez Incera, of the Department of Water Sciences and Techniques and the Environment of the University of Cantabria.

3.- Base tender budget and credit of guarantee.

The base tender budget, excluding taxes, is 166,000 USD. The credit which guarantees it is the Convention: **IMPACT FORECASTING CONSULTANT'S SERVICES FOR THE PACIFIC COMMUNITY.**

The type of budget will be that of a specified maximum, including maintenance for 15 months, travel, labor, material and any other necessary and justified expense, borne by the supplier, with direct and indirect costs and other possible expenses calculated for its determination:

The estimated value of the contract is 137,372 euros (with the latest official exchange rate of the Bank of Spain – 18/02/2021).

4.- The contract is NOT subject to harmonized regulation.

5.- Business or Professional qualifications required for the execution of the contract.

For the accreditation of the eligibility conditions, a declaration of responsibility will be required in which it is guaranteed that the participating companies have full capacity to act, are not subject to any prohibition to be contracted, and accredit their economic, financial and technical solvency.

6.- The requested economic and financial solvency must be proportional to the object of the contract, and should not, in any case, pose an obstacle to the participation of small and medium-sized companies, the provision of the declaration of responsibility being sufficient.

7.- The award procedure chosen is open.

8.- Objective criteria of the contract award.

The main award criteria will be the quality of the service, experience in previous works and especially, in the countries of the South Pacific, related to flood risks, oceanographic monitoring and development of operational systems of oceanographic variables (waves and tsunamis). The tenderer will be selected according to the score obtained, between 0 and 100 points, in accordance with the following scales.

- Technical aspects: 90 points
- Economic proposal: 10 points

9.- Technical documentation to be presented in relation to the objective criteria of the contract award contract:

In this stage of the procedure, the tenderers may provide their experience accredited by the usual means, such as the elaboration of a list of activities performed by the company in the last five years related with the object of the present tender.

10.- Admissibility of variants.

This is appropriate, on condition that a link to the object of the contract is accredited.

11.- Electronic means.

The presentation of tenders must be made by electronic means to the email fltgadmon@unican.es

12.- Definitive guarantee.

This is NOT appropriate in accordance with the circumstances of the tender, and as the non-fulfillment of the terms of the will lead to the termination of the payment procedure and the contract itself.

13.- Complementary guarantee.

This is NOT appropriate in accordance with the circumstances of the tender.

14.- Delivery of results of the service and surveillance powers of the FLTQ.

The method for exercising surveillance and verification by the FLTQ will be through the dispensation of the certification of receipt with the official approval issued by the technician responsible for the GEO-OCEAN Research Group at UC, from the Department of Water Sciences and Techniques and the Environment of the University of Cantabria requesting the Service.

15.- Period of execution. Total of 15 months. Partial receptions: These ARE allowed.

It is appropriate to extend the contract on condition that notice is given at least one month prior to the completion of the period of duration of the contract.

16.- As a special condition of the execution of the contract, any contribution which serves to protect the environment will be positively evaluated.

17.- Penalties. No specific penalties are established. The legal contractual guarantee will suffice.

18.- No modifications to the contract are projected, except for unforeseeable circumstances.

19.- Subcontracting. The contractor may agree with third parties the partial undertaking of the service, under obligation to report this to the FLTQ which must approve it.

20.- Regime and form of payments.

In return for the development of the work, the FLTQ undertakes to pay the contractor the corresponding sum. This payment will be made in accordance with the following conditions:

- 20 % at the end of Month 1
- 20% at the end of Month 4
- 20% at the end of Month 7
- 20% at the end of Month 10
- 20% at the end of the work – Month 15 – and after the delivery of the System and Final Report

21.- A review of prices will be allowed in exceptional circumstances duly justified.

22.- Information on the contract whose confidential nature must be respected by the contractor.

In this section, indication will be made of the information relative to the contract which is considered confidential.

23.- Period of guarantee. The Contracting Board of the FLTQ does not consider appropriate the requirement of a period of special additional guarantee in this contract procedure.

CHAPTER II. GENERAL PROVISIONS

Clause 2. Legal regime.

The present contract has a private law status. The parties are expressly subject to the provisions of this Schedule of specifications and the corresponding specific technical prescriptions. For matters not

provided for in the specifications, the contract will be governed by Law 9/2017, of November 8, on Public Sector Contracts:

Clause 3. Object of contract.

The object of the contract established in this schedule is the service described in Clause 1:

- Tsunami driven inundation forecast system For Tonga and Samoa
 - Prepare material and participate in training and capacity building activities
 - Training on deployment of wave buoys
- Assist with integration of forecast system to the Meteorological services CLiDEsc Portal

Clause 4. Base tender budget and contract price.

The base tender budget, excluding taxes, is: 137,500 euros.

Clause 5. Contractor profile.

Access to the contractor profile of the contracting body will be made through the Contracting Portal of the FLTQ, at the following Internet address (URL):

<https://web.unican.es/fltq/perfil-del-contratante>

CHAPTER III. TENDER

Clause 6. Capacity to contract and criteria for selection of companies

The award of this contract is open to any Spanish or foreign company that can accredit their economic, financial and technical solvency, with their business and professional capacity accredited by means of a declaration of responsibility.

Clause 7. Award procedure.

The contract will be awarded by means of an open procedure with a plurality of criteria.

Clause 8. Objective award criteria.

The objective criteria which are to serve as the basis for the contract award are those set forth, with their corresponding weighting, in Section 8 of Clause 1.

Clause 9. Presentation of proposals.

Proposals are to be presented in PDF format, in the email address of the Leonardo Torres Quevedo Foundation: fltqadmon@unican.es

The deadline for the submission of the documentation is Wednesday, March 10, 2021 at 12:00 a.m., UTM+1.

Clause 10. Electronic means.

The use of electronic, computer and telematic means and devices in the presentation of proposals is compulsory. Committing any misrepresentation in providing any false data relative to the company's capacity or solvency is cause for the prohibition of contracting.

Clause 11. Form and content of proposals.

The proposals are to be presented either in English or in Spanish, in TWO PDF FILES, which will include the following documents:

- a). PDF N.º 1. "ADMINISTRATIVE DOCUMENTATION", which must include all of the company identification documents, declaration of responsibility and technical experience.

b). PDF Nº 2. "ECONOMIC PROPOSAL".

Clause 12. Opening of proposals.

Once the deadline for receiving offers has transpired, the Contracting Board will be constituted in order to proceed with the opening of the incoming emails, with the requested PDFs, and the received offers will be evaluated. Minutes will be drawn up with the winning bid, and this will be communicated to the winning company, and published on the FLTQ WEBSITE, in the contractor profile.

Clause 13. Definitive guarantee.

The contracting board waives the winning bidder from the obligation to provide a guarantee, in keeping with the concurrent circumstances of the tender.

Clause 14.- Accreditation of capacity to contract and contract award process. Waiver or withdrawal.

The Contracting Board will consult by electronic means that the bidder is up to date in complying with the legal obligations. Participation in the tender authorizes the FLTQ to verify the veracity of the documentation provided.

The award proposal of the Contracting Board does not create any rights in favor of the bidding company, who will not acquire these, with respect to the FLTQ, while the contract has not been formalized.

CHAPTER IV. AWARD AND FORMALIZATION

Clause 15. Contract award.

Once the documentation has been presented, in a time no longer than 5 calendar days, the contract will be awarded to the bidder proposed as the awardee.

Clause 16. Finalization and formalization of contract.

The contract will be finalized by means of the written formalization of the same.

CHAPTER V. EXECUTION OF THE CONTRACT

Clause 17. Principle of risk and venture.

The execution of the contract will be undertaken at the risk and venture of the contractor. The selected businessman must be in possession of a Civil Liability Insurance that guarantees his work, exempting the F.L.T.Q. from any liability for his actions.

Clause 18. Subjection to schedules of specific administrative clauses and technical specifications.

The contract will be executed subject to the clauses of the present Schedule of specifications, to those of the specific technical prescriptions and in accordance with the instructions given by the FLTQ to the contractor for their interpretation through, where appropriate, the person responsible for the contract. The contractor will be responsible for the quality of the service provided, as well as for the consequences that may be deduced for the FLTQ or for third parties due to omissions, errors or inappropriate methods in the execution of the contract.

Clause 19. Management and supervision of service and supply.

The FLTQ has the authority to inspect and to be informed of the development of the provision of services, object of the contract, and can order or perform itself when appropriate analyses, proofs or tests to be used, establish quality control systems and draw up as many provisions as it considers appropriate for the correct fulfillment of the contract.

Clause 20. Period of execution and extension of contract.

The total term of the contract and partial terms, if any, are set out in section 15 of Clause 1, the place of delivery or provision of the service being the one detailed in section 14 of the same Clause.

The contract will be executed during the period established in the aforementioned section 15 of Clause 1, or in the period determined in the award of the contract, the partial terms, where appropriate, being those established in said section or those that the contractor might offer should these constitute an improvement on the former.

The calculation of the period for the execution of the contract will begin on the day following the formalization of the contract, in accordance with section 15 of Clause 1. The contractor is obliged to fulfill the contract within the total period established for the execution of the same, as well as the partial deadlines indicated for its successive execution.

One or more extensions may be admitted, provided that the characteristics of the contract remain unchanged during the period of their duration. In no case may the extension take place by the tacit consent of the parties.

Clause 21. Penalties for non-fulfillment of contractual obligations.

When the contractor, for causes attributable to the same, has incurred in a delay with respect to the fulfillment of the total period or of the partial periods, should these have been established, for which this will be verified in section 15 of Clause 1, the FLTQ may, on examining the circumstances of the case, opt for the termination of the contract without compensation.

Clause 22. Liability of contractor for damages.

The contractor will be responsible for all direct and indirect damages caused to third parties as a result of the operations required for the execution of the contract. In cases of partial non-compliance or defective compliance or a delay in execution for which no penalty is foreseen, these will demand compensation from the contractor for damages.

Clause 23. Modification of contract.

The Contracting Board may, once the contract is finalized and for reasons of public interest, order the appropriate modifications, duly justifying them in the report.

Clause 24. Suspension of the contract.

The FLTQ may, for reasons of public interest, order the suspension of the execution of the contract. Similarly, the suspension of the fulfillment of the contract on the part of the contractor may be determined if there were a delay in the payment of over four months.

Clause 25. Assignment of contract.

The rights and obligations emerging from the present contract may be assigned by the awardee to a third party, on condition that this is agreed by both parties.

Clause 26. Subcontracting.

The successful bidder of the contract may agree with third parties the partial undertaking of the same. He must communicate by email, to the FLTQ Contracting Board, all of the modifications made. This will not alter the sole responsibility of the main contractor.

The subcontractors will not in any case have any direct relation with the contracting FLTQ for the obligations contracted with them by the contractor, as a consequence of the execution of the main contract and the subcontracts.

CHAPTER VI. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

Clause 27. Payment of contract price.

In keeping with the agreement made in the contract, the contractor is entitled to receive the payment of the price of the services duly delivered and formally received by the FLTQ. In Section 20 of Clause 1, the form and conditions of payment for this contract are stipulated.

Clause 28. Review of prices.

The review of prices will be as specified in Section 21 of Clause 1.

Clause 29. Obligations, expenses and taxes to be demanded of contractor.

All expenses and taxes for the formalization of the contract, in the event of elevation to public deed, are borne by the contractor as well as however many licenses, authorizations and permits are required in order to correctly execute and deliver the agreed service. Likewise, he will be obliged to meet all the expenses that the company must pay for the fulfillment of the contract, such as general, financial, insurance, transport and travel, materials, facilities, fees of the personnel under his charge, verification and testing, rates and all kinds of taxes: VAT, any tax that may be incurred by the performance of the activity and any others that might arise from the execution of the contract, during the term of the contract, without these being considered as an independent item.

It is expressly stated that the costs of delivering the services that are the object of the contract to the place indicated in section 14 of Clause 1 will be borne by the contractor.

The contractor will be under the obligation to present the invoice or invoices corresponding to the execution of the object of the contract, in the aforementioned email.

Clause 30. Contracting measures with companies who are obliged to have workers with disabilities among their staff.

When the contractor company is obliged by the legislation, the declaration of responsibility will be made.

Clause 31. Labor, social and environmental obligations.

During the execution of the contract, the contractor must comply with the obligations applicable in environmental, social or labor matters and in Occupational Risk Prevention, regulated by the provisions of international environmental, social and labor law, that bind the State to which the contractor belongs.

The contractor must respect the working conditions established in the sectorial Collective Agreements that are applicable in his State. Likewise, he undertakes to certify compliance with the aforementioned obligation before the contracting body, if required to do so, at any time during the term of the contract.

CHAPTER VII. TERMINATION OF CONTRACT

Clause 32. Fulfillment of contract and reception of service.

The contract will be understood to have been fulfilled by the contractor when, after the full term of the contract has transpired, it has been carried out in accordance with the terms of the same and, to the satisfaction of the FLTQ, with its object in its entirety.

The contractor will not be entitled to compensation for losses, harm or damages incurred in the provision of the service that is the object of the contract, prior to its delivery to the FLTQ.

Within the month following the fulfillment of the object of the contract, the service will be received through a formal act.

If the service is provided in accordance with the technical specifications, the personnel designated by the FLTQ will consider it received, drawing up the corresponding certificate, which must be signed by the participants upon reception, the period of guarantee beginning at that moment.

If the service is not provided in the state of being received, this will be recorded in the reception act and precise instructions will be given to the contractor so that the defects observed are corrected or a new supply of the service is undertaken in accordance with that agreed in the contract.

Clause 33. Settlement of contract.

Within a period of sixty days, counting from the date of reception or in accordance with the contract, the FLTQ must approve and notify the contractor of the settlement of the contract and pay him, in its case, the resulting sum.

Clause 34. Period of guarantee.

The period of guarantee will begin from the date of reception and will be that established in Section 23 of Clause 1.

Clause 35. Flaws or defects during period of guarantee.

If, during the period of guarantee, the existence of faults or defects in the provision of the service is established, the FLTQ will have the right to demand their repair from the contractor, should this suffice. In any case, during the period of guarantee, the contractor will have the right to know and to be heard about the application given to the service provided.

Clause 36. Return and cancellation of the definitive guarantee.

The posting of bonds is not required, in accordance with the circumstances of the present tender.

Clause 37. Termination of the contract.

The termination of the contract will be agreed by the Contracting Board ex officio or at the request of the contractor. In the cases of termination of the contract due to non-fulfillment on the part of the contractor, the FLTQ must be compensated for the damages caused. The following are causes for termination of the contract:

- Failure to comply with the conditions established in terms of subcontracting,
- The breach by the contractor of the essential obligations of the contract indicated in these specifications.

Clause 38. Prerogatives of the FLTQ, review of decisions and competent courts.

In keeping with the provisions of the second clause of the Schedule, this contract is a private one. The contracting board has the power to resolve any matters that might arise during the surveillance of the same in terms of its interpretation, modification, effects and termination, within the limits and subject to the requirements specified in the Public Sector Contracts Law. Participation in this tender implies the submission of the contractor to the Courts of Cantabria.