Real Casa de la Moneda
Fábrica Nacional
de Moneda y Timbre

PARTICULAR SPECIFICATION SHEET FOR THE PROCESSING OF MINOR VALUE PROCUREMENT FILES CONCERNING WORKS, SERVICES AND SUPPLIES

FÁBRICA NACIONAL DE MONEDA Y TIMBRE – REAL CASA DE LA MONEDA (FNMT-RCM)
c/ Jorge Juan nº 106 – 28009 MADRID
Taxpayer's Number Nº Q/2826004-J

This contract shall be governed, with this order of priority, by the present document, specifications or technical requirements document and the contract or order signed, in accordance with the following

PROVISIONS

1.-Introduction

1.1.- SCOPE. This document is the Particular Specification Sheet which governs procurement by Fábrica Nacional de Moneda y Timbre-Real Casa de la Moneda (FNMT-RCM) for the purpose of the processing of files concerning works, services and supplies not subject to harmonised regulation and an estimated value of less than EUR FORTY THOUSAND (€40,000) for works; and less than EUR FIFTEEN THOUSAND (€15,000) for services and good supplies.

The Base Budget for this contract is the one that appears in the order of the FNMT-RCM with apportioned VAT.

This document shall be expressly accepted and delivered to the Purchasing Department by the entity electronic tendering system or, meanwhile this system is fully operative, in person, by email to compras.pedidos@fnmt.es, or to fax number 91 566 67 50; and any delay in the acknowledgement of receipt of said document shall not justify a delay in the stipulated delivery date. Should this document, duly signed, together with your bid or with the order issued by FNMT-RCM, not be delivered, this entity may thereupon reject the bid or cancel the order. In submitting the bid to FNMT-RCM or performing the supply or service requested, it shall be understood that the bidder accepts this entity's Special Conditions and the rest of the contractual documentation provided in their entirety.

1.2.- CONTRACTOR'S PROFILE. We hereby inform you that this document have been posted on the Contractor's profile of the FNMT-RCM's website (www.fnmt.es/perfil-de-contratante), and may be downloaded by any interested party for their information and other legal purposes applicable.

1.3.- DURATION. This document shall come into force as of the submission of bids to FNMT-RCM and shall remain in force until the order has been fully executed to the complete satisfaction of this entity. The formalisation of the contract will be carried out at the moment of acceptance of the bid and notification to the successful bidder by the contracting authority.

2.- Contractors' bids

2.1.-COMPETENCE AND SOLVENCY. Bids submitted by contractors and selected by FNMT-RCM to fill the orders in question shall be understood to have been prepared by persons belonging to the bidder companies with sufficient legal capacity and powers of attorney to acquire the contractual undertakings proposed by them. The successful tenderer shall provide to the Purchasing Department of FNMT-RCM proof of sufficient powers to be able to contract with FNMT-RCM before the contract formalisation.

The submission of the bid will mean that the contractor has adequate economic, financial and technical solvency, or, if applicable, the pertaining classification, with the necessary authorisations to carry out the activity and are not involved in any procurement prohibition to conclude agreements with the Administration.

Additionally, in the case of foreign companies, a responsible declaration of submission to the Spanish Jurisdiction must be included together with the bid. In case of a Temporary Union of entrepreneurs, all of them must furnish proof
documented that meets the commitment to the Union Constitution.

2.2.- CONTRACTOR TERMS. Any general conditions set down in the bids, contracts and documents of supplier or service provider companies shall in no way affect FNMT-RCM unless the latter shall specifically express its approval thereof and agreement with therewith.

2.3.- TENDERING ESTIMATE. The contract's tendering estimate shall be as stated on the technical specification sheet, in the advertisements announcing the tender or in the instructions issued in the invitation for the submission of bids, applying the calculation method referred to in article 101 of the TRLCSP according to the type of contract.

2.4.- SUBMISSION OF BIDS. Form and term for the submission of bids. These shall be as stated on the technical specification sheet, in the advertisements announcing the tender or in the instructions issued in the invitation for the submission of bids.

2.5.- GUARANTEE. In view of the circumstances concurrent in the present procurement, no provisional guarantee is demanded in accordance with Art.106 and 114 of Law 9/2017 of 8 Nov, of the Public Sector Contract Act (hereinafter TRLCSP).

As for the definitive guarantee, the awardee is exempted, in the case of supplies or services that are delivered or provided in full before the payment of the price. In all other cases, the contracting authority may require, if stated in the contract or order, a definitive guarantee in the amount of 5% of the final price offered by the bidder, which will guarantee compliance with it. The guarantee shall be provided by cash, to be deposited in the FNMT-RCM Treasury Dept., bank guarantee or surety bond, before the award.

2.6.- SOLVENCY. In the course of the bidding process or the formalisation of the contract, FNMT-RCM may demand the provision of any documents, which may be determined by the contracting authority, as, provided for in Arts. 87 to 91 of TRLCSP, by way of proof of the technical and economic solvency of the companies taking part in the tender. In order the contractors may prove economic and financial solvency and verify compliance with the requirement of Art. 87.3 of the TRLCSP, according to the type of contract, they will provide copies of the company last year's annual accounts or tax return.

To prove the technical or professional solvency of the contractors, it will be subsidiary to apply the minimum magnitudes established in articles 88.3, 89.3 and 90.2 of the TRLCSP. In contracts for works and services, if the classification compatible with the contract is possible to be provided or consulted, it shall not be necessary to prove the technical or economic solvency.

If the contractor has already proved the solvency in previous contracts of the FNMT-RCM, it will not have to prove it again provided that the following conditions are met: that the technical and economic solvency is not less than that presented in the previous contract and is also required in the present one, and that elapsed time from the previous accreditation has not been longer than 18 months.

2.7.- APPRAISAL OF BIDS. They will be those indicated in the technical specifications sheet, in the advertisements announcing the tender or in the instructions issued in the invitation for the submission of bids. In the absence of a statement in this regard, the sole criterion for the purposes of the appraisal shall be the ratio price/quality in conformance with the provisions in the TRLCSP terms and conditions.

2.8.- TIE-BREAKER. Should there be a draw in the score, then, in the awarding of the contract, preference shall be given to those companies or entities which shall have furnished proof of any of the instances indicated in the Art.147.2 of the TRLCSP, the order of precedence in such instances being established as the order in which they appear in said Article.

3.- Conditions regarding price – term and characteristics of the supply or service

3.1.- PRICE. In no case and on no account may the price be altered unless otherwise expressly agreed by the parties.

3.2.- CONDITIONS OF THE SUPPLY. Were the quality or the conditions of the supply, purchase or service not to be as agreed in the pertinent technical annex or on technical specification sheet, FNMT-RCM shall report such circumstance to the contractor, who shall, on his own account and cost, collect and replace the flawed supplies or perform the service correctly within the term agreed with FNMT-RCM at the appropriate time. Failure to do so on the part of the contractor shall entitle FNMT-RCM to consider the order wholly or partly incomplete, with the pertinent effects as regards penalisation and termination. The item to be supplied in the order shall carry a 12-month guarantee against all nature of production or execution flaws, said period commencing on the completion of execution, unless otherwise agreed between the parties. This condition is considered an essential obligation of the contract.

3.3.- PACKAGING. The packaging in which the goods are contained shall meet the specifications set down in the technical annex or on the technical specification sheet; and all steps shall be taken to ensure the transport, loading and unloading of the supply and also that it is watertight, so that it is delivered to FNMT-RCM in optimum condition. This condition is considered an essential obligation of the contract.

3.4.- TRANSFER OF RIGHTS. Except as otherwise provided in orders, contracts or other document that is integrated into the file, service contracts that have the purpose of developing and making available products protected by an intellectual or industrial property right shall carry the cession of this to the FNMT-RCM. In any case, and even when the cession of intellectual property rights is excluded (in the aforementioned documents), the contracting authority may always authorise the use of the corresponding product by bodies, organisations and entities belonging to the public sector.

3.5.- CONTRACTOR'S PERFORMANCE. During execution of the order, FNMT-RCM may inspect the item supplied therein and take quality samples of the goods, the conditions of the packaging and the transport or the provision of the service, without any need to forewarn the contractor in any way; and may deploy its own technicians for this purpose or delegate said tasks on a person other than FNMT-RCM. FNMT-RCM may request whatsoever information it deems fitting in connection with this order and the contractor shall respond to said request within a maximum period of four working days as of receipt of thereof.

3.6.- DELAYS AND PENALTIES. The supplies/services requested shall be effected on the date and in the place indicated on the order and FNMT-RCM reserves the right of admission of early deliveries. Every delay of five working days in the fulfilment of the obligations laid down in this document shall lead to a delay penalty of 0.5% of the total amount of the order. A delay of more than 10 working days shall entitle FNMT-RCM to terminate the contractual relationship, thereby retaining the deposit in addition to claiming for damages caused.

In case of repeated delays in the payment of salaries or the application of salary conditions lower than those derived from the applicable collective agreements, which is a serious and wilful misconduct, will apply a penalty of 3% of the total amount of the contract price, and is to be applied each month from the knowledge of these facts by the FNMT-RCM, up to the correction by the contractor. The application for three months of the penalty for this cause will empower the FNMT-RCM to resolve the contractual relationship, with execution of the guarantees, plus the damages and losses caused.

In these cases, the existence of a default on the part of the contractor shall not require a prior notification on the part of FNMT-RCM in accordance with Art. 1100, Number 1 of the Civil Code.

3.7.- COMMISSIONING AND SUBCONTRACTING. Commissioning the order to third parties or the subcontracting of services, whether total or partial, is not allowed without the express authorisation of FNMT-RCM. For these purposes, the commissioning may only occur if the contractor complies with Art. 214 of the TRLCSP, also having to comply with Art. 215 if subcontracting is sought.

3.8.- DELIVERY NOTE - EXECUTION DOCUMENT. Every invoice shall be accompanied by a delivery note or a service execution document bearing FNMT-RCM's order number and a description of the items. No delivery shall be accepted if this requirement is not fulfilled.

4.- Invoicing and payment

4.1.- INVOICING. Invoices and delivery notes presented by the supplier shall indicate FNMT-RCM's complete purchase order number and the position assigned in the order to the item being invoiced. Were these references not to be included, FNMT-RCM shall proceed to return the item. Invoices issued by the supplier shall be paid in accordance with the terms indicated on FNMT-RCM's order, subject to the provisions of condition 4.2.

4.2.- ASSIGNMENT OF RIGHTS. Should the contractor seek to assign the right of collection of all or part of the order amount. In order for the transfer of the assignment right to be effective against the FNMT-RCM, the irrefutable notification of the assignment agreement will be an essential requirement and the order item or the part thereof corresponding to the amount of the assignment has been filled to the full satisfaction of FNMT-RCM.

4.3.- PAYMENT. The payment of the price shall be effected in compliance with the provisions of Art. 198 of TRLCSP, in accordance with the regulations applicable to State-owned corporate entities.

5.- Termination

5.1.- EVENTS OF TERMINATION. Specific events of termination. Those mentioned in this document and those established in Article 211 of the TRLCSP and applicable legislation.

In the events of resolution as referred to herein, the banker's guarantee shall be executed in its entirety, said execution being considered as a penal clause. Furthermore, FNMT-RCM may demand either the fulfilment of the obligation or the termination of the legal relationship constituted, in both cases with compensation for damages caused.

Events of partial termination: a) If, once the goods have been delivered satisfactorily, flawed items were to be found and not substituted or replaced within the established term by FNMT-RCM. b) If the deadlines arranged for the delivery of the goods stated in the order are not met. Should FNMT-RCM opt for partial termination, it shall execute the banker's guarantee in its entirety; and the contractor shall return all amounts received as applicable on account of the incorrectly filled order, plus the corresponding delayed interest and the payment of damages effectively caused to FNMT-RCM. Total termination of the legal relationship may be implemented by FNMT-RCM when there is a supply of flawed items representing an amount equal to, or higher than, 20% of the total order under contract. In all the cases referred to in this stipulation, whatsoever extra-legal and legal costs as may arise, including solicitors' and attorneys' fees, shall be on the contractor's account and at his own cost.

6.- Obligations of the contractor

6.1.- OBLIGATIONS. The contractor shall be up to date with his tax obligations, along with any obligations deriving from labour legislation, social security and occupational health and safety, along with whatsoever others relating to the conduct of his business. The FNMT-RCM shall be entitled to directly access the verification of this information, if the access is available by telematics means or may request documentary proof thereof from the contractor, who shall furnish such documentation within a maximum period of 10 days as of the request.

The FNMT-RCM shall take the pertinent measures, including the termination of the contract in accordance with the TRLCSP, to guarantee that in the execution of the contracts the contractors comply with the applicable environmental, social or labour obligations established in the European Union law, national law, collective agreements or by the provisions of international environmental, social and labour law that bind the State and in particular those established in annex V of the TRLCSP. Specifically, the awardee must comply with the salary conditions of the workers in accordance with the Collective Agreement.

Failure or repeated delays in the payment of salaries or the application of salary conditions lower than those derived from collective agreements, acting in a calculating and deceitful way shall result in the imposition of the penalties referred to in the second paragraph of the condition 3.6 of this Specification Sheet.

The obligations referred to in this condition are considered essential. The contractor shall hold FNMT-RCM harmless should he fail to fulfil his labour, environmental, tax and social security obligations and also, in respect of industrial and intellectual property as applicable.

6.2.- CORPORATIVE SOCIAL RESPONSIBILITY. Contractors of FNMT-RCM undertake to establish and maintain management systems to guarantee the principles of social responsibility laid down in the *Suppliers' Code of Conduct*, which is available on FNMT-RCM's website (www.fnmt.es) and forms an integral part of the present Specific Procurement Conditions. Said contractors thereby assume the aim of observing a high ethical standard in the performance of their industrial and commercial activity.

6.3.- GENDER EQUALITY. If, as a result of the execution of the order, it became necessary to proceed to the recruitment of new permanent staff, the contractor shall be mindful of the existing provisions on gender equality.

7.-Confidentiality. Industrial or intellectual property rights of FNMT-RCM

7.1.- INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS. Any communication on the part of the technical specialists of FNMT-RCM to the contractor in respect of techniques, industrial uses, knowhow and whatsoever other data related to industrial or intellectual property rights shall in no case constitute the assignment of such rights or the granting of any licence whatsoever, said information being considered as confidential; and its assignment, conveyance or disclosure to third parties is forbidden, save for the exceptions provided for in industrial and intellectual property legislation.

The contractor undertakes to guarantee to FNMT-RCM the peaceful use, in respect of industrial or intellectual property rights, of whatsoever of those components, accessories, materials and technical media used in the execution of the order, which do not come from FNMT-RCM. Any claim in this regard filed with FNMT-RCM by a third party shall be considered as a breach of contract and shall entitle FNMT-RCM to apply the pertinent event of termination and compensation, prior hearing of the contractor, notwithstanding his responsibility in respect of whatsoever claim, demand or requirement submitted to FNMT-RCM by third parties.

7.2.-CONFIDENTIALITY.The contractor is forbidden to perform whatsoever acts of disclosure or publicity, either directly or indirectly, of the content of the present legal relationship, unless there is written authorisation on the part of FNMT-RCM or an administrative or judicial resolution in such regard. The Contractor is bound to make his employees also fulfil these obligations when they are applicable.

8.-General

8.1.- MODIFICATION OF THE CONTRACT. Whatsoever modification of this document shall be recorded in writing and be authorised by persons with sufficient powers in respect thereof. Acts of tolerance or passiveness in the exercise of the rights set down in these Special Conditions and in the order shall not constitute the relinquishment thereof, unless such relinquishment is recorded in writing.

8.2.- NOTIFICATIONS. For all notifications concerned with the present contract, the use of electronic means put at the disposal of the contractors in the field of recruitment and the registration of the FNMT-RCM (traditional and electronic) shall be accepted as valid medium in law . For the purely procedural issues, it will be possible to use corporate email.

8.3.- CONFLICT RESOLUTION. Whatsoever disputes as may arise from the interpretation or execution of this contract shall be settled at the law courts and tribunals of the City of Madrid, both parties expressly waiving any other legal system, which might be applicable to them.

9.- Secrecy

9.1.- DATA PROTECTION

Should personal data be collected as subject to European and National regulations on privacy on the Protection of Data of a Personal Nature, we inform you of the existence of a SUPPLIERS File, whose structure and purpose is as provided at the Register of Data Processing Activities and responsibility for which is held by Fábrica Nacional de Moneda y Timbre - Real Casa de la Moneda (FNMT-RCM). Your data shall be included in said file for the sole purpose of the management and development of your contractual, business or commercial relationships with FNMT-RCM. Furthermore, we inform you of the possibility of exercising rights of access, rectification, cancellation and objection by the submission of a statement (paper or electronic) to such effect to the General Register located on this entity's premises at: c/ Jorge Juan, 106, 28071 – Madrid. Please attach a photocopy of your ID (National Identity Card (DNI), Foreigner's Identity Number (NIE), and passport).

FNMT-RCM's Purchasing Director
(By delegation of the contracting authority)

GARRIDO CASAS JOSE FRANCISCO - DNI 13297636W

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