

The FARCLIMATE project aims to implement transformative solutions on the path to climate resilience in at least 20 regions and communities across Europe. It will address the complex challenges of developing and expanding climate-resilient measures, making them available and understandable to everyone, while also paying special attention to the social, political and economic barriers commonly found.



BASIS FOR THE CONTRACTING OF

Support on analyses 8 past forest emergency events in 8 different regions; framed within the FARCLIMATE project, Grant Agreement N° 101112860, funded by the European Union – Horizon Europe (HE)

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1.-INTRODUCTION

CESEFOR is the Center for Services and Forest Promotion and its Industry of Castilla y León, a non-profit foundation, our mission is to contribute to the sustainable development of the forestry sector and the industry that transforms forest resources, with a focus on job creation, added value, and the use, protection, and promotion of natural resources.

This contract is framed within the FARCLIMATE (Moving ForwARd to achieving CLIMATE-resilient and sustainable European regional economic systems) project, Grant Agreement No 101112860. This project is funded by the European Union – Horizon Europe Programme under the powers delegated by the European Commission. CESEFOR (PIC 973346404) is a beneficiary (BEN 8) of the FARCLIMATE Grant Agreement. The coordinator of the project is UNIVERSIDAD DE VIGO (UVIGO). The FARCLIMATE action started on October 1, 2023, and has a duration of 48 months (until September 30, 2027)

2.-OBJECT OF THE CONTRACT

The main objective of the contract is to carry out all the tasks related to T4.5. Industry resilient solutions. This activity, named “Support on analyses 8 past forest emergency events in 8 different regions” is part of Work Package 4 (WP4) of the FARCLIMATE project, titled “Transversal solutions: training and empowerment for communities”

3.-DESCRIPTION OF THE WORKS

This subcontracting aims to execute Task T4.5 – Industry Resilient Solutions. CESEFOR, as task leader, will focus on the forestry industrial sector as the primary recipient of training and workshops. The ultimate goal is to generalize the methodology and disseminate the learnings to other industrial sectors.

Cesefor will study regions affected by extreme events such as wildfires, windstorms, pest outbreaks, and massive tree mortality, including Castilla y León (Spain), Galicia (Spain), France, Sweden, Italy, among others. A minimum of eight case studies will be analyzed to extract lessons learned, identify best and worst practices, propose improvements, and develop protocols applicable to similar future events. Additional locations may also be considered to validate the methodology.

Actions to be Subcontracted

- Reinforcing training capabilities: Assessing work areas likely to be impacted by workforce shortages due to climatic events, based on *WP3: Characterisation of the case studies*, analyses and co-creation with on-site workers. Reviewing past experiences to highlight key barriers, mistakes, and successful outcomes, leading to targeted recommendations.
- Public-private interaction: Addressing coordination during climate-related emergencies, including legal barriers and managements procedures.

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- Networks and stakeholder engagement: Promoting industry networks across countries, fostering collaboration with social actors such as trade unions, and ensuring effective mobilization of machinery during emergencies.

Cesefor and the subcontracted company will collaborate on a joint publication summarizing methodologies, case studies, and recommendations, facilitating knowledge dissemination within the forestry sector and beyond.

A report on all case studies where the industry-resilient solution has been applied will be reported on Deliverable D4.5 (Industry-oriented trainings). The deadline for this deliverable is Month 45 (June 2027)

IMPORTANT: This report may be modified in its technical characteristics and execution conditions by the authorization of the administration. CESEFOR RESERVES THE RIGHT TO CANCEL THE CONTRACT AND RE-TENDER IF IT DEEMS IT CONVENIENT DUE TO SUBSTANTIAL CHANGES FOR IMPROVEMENT CESEFOR RESERVES THE RIGHT TO CANCEL THE CONTRACT AND RE-TENDER IF IT DEEMS IT APPROPRIATE TO MAKE SUBSTANTIAL IMPROVEMENTS TO THE CONTRACT.

Detailed budget

MEASUREMENT	UNIT	CONCEPT	PRICE	AMOUNT
1	ud	Technical assistance for T4.5 Industry resilient solutions: "Support on analyses 8 past forest emergency events in 8 different regions"	40,000.00€	40,000.00€
			VAT (21%)	8,400.00 €
			TOTAL	48,400.00€

4.-WORK SCHEDULING

The work will commence on February 2026 and will continue until 31 March 2027, which is the non-extendable deadline for execution. The maximum period for starting the execution will be 15 days from the signing of the contract. The contractor must present a detailed temporal programming proposal in their offer.

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5.-MONITORING

The contract manager at CESEFOR will draw up the corresponding verification report for the layout and at the end of the acceptance of the works, services or supplies to proceed with its final certification.

Within a period not exceeding fifteen calendar days from the date of receipt, the party responsible will issue a positive or negative validation for each of the works, services, or supplies. In the case of a negative validation, the winning bidder will proceed to rectify the deficiencies within a period not exceeding twenty calendar days. A negative validation of the works, services, or supplies is considered to be the failure to carry out the work according to the specifications and characteristics reflected in the project report and specifications, as well as the indications recorded in the site visit reports.

6.-BASE TENDER BUDGET

The base tender budget is understood as the maximum amount of the economic offer and cannot be exceeded. This amount is set at **FORTY-EIGHT THOUSAND FOUR HUNDRED EUROS (48,400.00 €). VAT (21%) INCLUDED.**

7.-CONTRACT FINANCING

This contract will be financed under the allocated budget lines for the FARCLIMATE project (GA 101112860), funded by the European Union – Horizon Europe Programme

8.-PAYMENT OF THE AWARD PRICE

Once 50% of the work (4 of 8 events) has been completed and accepted by CESEFOR, the contractor may issue an interim invoice for 50% of the total amount. The remaining 50% will be invoiced once the work has been fully completed and accepted in accordance with CESEFOR's approval.

Payments will be made by bank transfer to the contractor's bank account (which must be in their name and indicated on the invoice) on the last day of the second month following the date each invoice is received at CESEFOR's registered office.

9.-BIDDERS' REQUIREMENTS

They are qualified to hire natural or legal persons, Spanish or foreign, who have full legal capacity and demonstrate the corresponding economic, professional and technical solvency, for which the following will be required:

- Certificate of registration in the tax of economic activities corresponding to the heading that covers the activity of the contract.
- Certificate of being up to date with obligations to Social Security and the Tax Office.
- Documentation that proves professional experience related to the subject of the contract.

10.-DOCUMENTATION TO BE SUBMITTED BY EACH BIDDER

Each bidder will submit a single proposal (COMBINED PDF FILES and DIGITALLY signed by the bidder or their legal representative, with the contract title and the bidder's contact information)

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which will contain, in three numbered files named by the legal representative of the entity or bidder, the following:

FILE N°. 1: TECHNICAL OFFER

Including methodology (max 10 pages), Documented experience (max 2 pages), service scheduling/organizational chart (max 1 page), and statement of material/equipment (max 2 pages)

FILE N°. 2: ECONOMIC OFFER (pdf)

The economic offer: it may not exceed the base budget for the tender and will conform to the model contained in Annex I of these terms and conditions.

FILE N°. 3: Other documents: (COMBINED PDF FILE)

- Tax Identification Number (NIF/CIF or equivalent):
- For legal entities: the most recent certificate of incorporation or updated articles of association, duly registered in the relevant national register, and a valid power of attorney authorizing the signatory of the proposal.
- Official certificates proving that the entity is up to date with its tax and social security obligations, issued by the competent authorities in the country of registration.

One copy of all required documentation must be submitted. Documents listed under "Other documents" may be submitted as photocopies; the originals will only be required from the contract awardee and before the contract is formalized.

If any material defects or omissions are found in the submitted documentation, the bidder will be granted a period of no more than 10 calendar days to rectify them. If the documentation contains substantial defects or irremediable material deficiencies, the bid will be rejected.

Submitting a proposal implies acceptance of the objectives and content outlined in all the terms and conditions. However, bidders may consider aspects not explicitly stated in those sections that they deem necessary or advisable for better achieving the intended goals.

11.-DEADLINE FOR SUBMISSION OF PROPOSALS

Offers will be submitted through the CESEFOR contracting profile, indicating in the file the contract title and the date of publication on the contracting profile.

The deadline for submitting and receiving proposals will end on February 20, 2026, no later than 10:00 p.m.(No proposals received after this date and time will be accepted). Information can be obtained by calling 975212453, writing to the email address cesefor@cesefor.com , or by mail to Polígono Industrial Las Casas Calle C Parcela 4 de Soria (42005).

12.-AWARD CRITERIA

The award will be for the simplified abbreviated open procedure.

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The designation of the successful tenderer in the participation process shall be made in favour of the bidder whose proposal obtains the highest overall score according to the following award criteria, it being understood that their order of listing does not necessarily indicate preference or weighting:

- Economic offer of the tender. (Annex I)
- Methodology and work development: a report shall be submitted describing the basis on which the work will be carried out. No additional contributions or tasks beyond those specified in this proposal shall be accepted. (*Maximum 10 pages*)
- Proven experience in similar projects, including references and results achieved. (*Maximum 2 pages*)
- Service schedule with organisational chart. (*Maximum 1 page*)
- Report including a declaration of the materials, facilities, and technical equipment available to the contractor for the performance of the contract. (*Maximum 2 pages*)

Criterion	Description	Punctuation
subjective criteria		
Lines of study/parameters	Methodology and development of the work to be carried out: a report will be submitted outlining the basis on which the work will be based. No contributions will be accepted that involve work not included in this proposal.	10
Documented experience	Documented experience in similar works, including references and achieved outcomes	10
Programming	Temporary schedule	2
Resources used	Report including a statement of the materials, facilities, and technical equipment available to the contractor for the performance of the contract.	3
Mathematically evaluable criteria		
Price	An inversely proportional rule of three will be applied, with the minimum price receiving the maximum score (a max. of 75 points out of 100): $\text{Punctuation} = \frac{\text{Lowest bid}}{\text{Submitted bid}} \times 75$	75

*A minimum of 20 points in the subjective criteria will be required to evaluate the economic offer and to qualify for the award.

* An offer will be considered abnormally low if its price is more than 5% below the tender base budget.

13.-AWARD OF THE CONTRACT

The evaluation of the technical bids by the contracting committee will take place on February 23, 2026 at 1:30 p.m. at the CESEFOR headquarters.

The public opening of the economic offer will take place at 2:00 p.m. on February 23, 2026.

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The contracting committee will issue a reasoned award proposal to the most advantageous bid, which will be communicated to the president of CESEFOR, who will then award the contract. This award will be notified to the participants in the bidding process through the contracting authority's website.

14.-FORMALIZATION OF THE CONTRACT

The contract will then be formalized in duplicate for the parties and for the persons who have the power to do so, respecting the contents of these bases, the content of the offer and with the minimum clause specified in the instructions of the procurement procedure in purchases.

15.-EXPENSES TO BE BORNE BY THE AWARDEE

The following expenses will be the responsibility of the successful bidder:

State, municipal and regional taxes arising from the contract.

16.-PRICE REVIEW

Given the duration of the contract, price revision is not applicable to it.

17.-ADMISSIBILITY OF VARIANTS

Given the characteristics of the work to be carried out and its level of definition, the admission of variants is appropriate, subject to prior agreement within the framework of the tender.

CONTRACT EXECUTION.

18.-PAYMENTS, MEASUREMENTS AND VALUATION.

The contractor will only be paid for the work, service or supply that he or she performs in accordance with the project documents or report.

The measurement of the work or activities performed will be carried out by the project management team, and the contractor may be present during the process. For works or parts of works whose dimensions and characteristics will be subsequently and permanently concealed, the contractor is obligated to provide sufficient advance notice so that the project management team can carry out the corresponding measurements and data collection, preparing the plans that define them, which the contractor will then sign to confirm their approval. In the absence of advance notice, the burden of proof of which rests with the contractor, the contractor is obligated to accept CESEFOR's decisions on the matter.

For each type of work, service, or supply, the unit of measurement will be that indicated in the corresponding section of the project's measurement studies. Once the measurement is complete, the project management team will proceed to value the work, service, or supply performed, applying to each unit the corresponding unit price from the budget or the relevant alternative budget, taking into account the provisions of these specifications regarding payments for stockpiled materials and advance payments for equipment installed, service, or supply.

The result of the valuation, obtained in the manner expressed in the previous paragraph, will be increased by the percentages indicated in article 131 of the RGLCAP adopted to form the budget and the resulting figure will be multiplied by the award coefficient, thus obtaining the monthly

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valued relationship, which will give rise to the monthly certification, which will be issued by CESEFOR in the ten days following the month to which it corresponds.

CESEFOR will be obliged to pay the price within sixty days following the date of approval of the certifications of work, service or supply.

In order for the period for accrual of interest to begin, the contractor must have fulfilled the obligation to submit the invoice within thirty days from the date of effective delivery of the service.

Without prejudice to the provisions of section 1 of article 243 of the LCSP, CESEFOR must approve the certifications or receipt records of the work, service or supply within thirty days following the effective delivery of the goods.

For payment purposes, CESEFOR will issue monthly, within the first ten days of the month to which they correspond, certifications that include the work, service or supply executed according to the project during said period of time, whose payments are considered as advance payments subject to the corrections and variations that occur in the final measurement and without implying in any way, approval and receipt of the works, services or supplies that they include.

The contractor, upon written request and accompanied by supporting documentation of ownership or possession of the materials already received, will be entitled to receive advance payments for materials stockpiled and for installations or equipment.

In the case of advance payments for materials, the contractor shall be entitled to receive up to 75 percent of the value of the materials stockpiled necessary for the work, service or supply, subject to prior authorization from the contracting authority, whose sole purpose is to verify that these are indeed the materials.

In the case of installations, the payment may not exceed 50 percent of the general expenses item that remain to be certified until the completion of the work, and in the case of equipment, 20 percent of the work units at the contracted prices that remain to be executed and for which the use of those is necessary.

The guarantees that must be established to secure the total amount of advance payments for preparatory operations such as the installation and stockpiling of materials or heavy machinery assigned to the project will be governed by the provisions for guarantees in general under the Spanish Public Sector Contracts Law (LCSP). The contractor will have the right to the total or partial cancellation of these guarantees as deductions are made for the reimbursement of the advance payments received.

19.-OBLIGATIONS, EXPENSES AND TAXES REQUIRED OF THE CONTRACTOR.

The works, services or supplies will be executed in strict accordance with the stipulations contained in this document and the project or report that serves as the basis for the contract and in accordance with the instructions given to the contractor by the technical management of the works, services or supplies in the technical interpretation of this document.

When instructions are given verbally, they must be ratified in writing as soon as possible, so that they are binding on the parties.

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The contractor shall be responsible for all expenses and taxes, including those related to formalizing the contract if it is executed as a public deed, as well as all necessary licenses, authorizations, and permits, especially the fee for urban planning services, including building permits and other related fees, in addition to any required endorsements for the duly legalized handover of the facilities. Furthermore, the contractor shall be obligated to cover all expenses incurred by the company in fulfilling the contract, such as general, financial, insurance, transportation and travel expenses, materials, installation costs, personnel fees, verification and testing costs, fees, and all types of taxes, particularly the Construction, Installation, and Works Tax if applicable, VAT, and any other expenses that may arise from the execution of the contract during its term.

The contractor is obliged to install, at his own expense, the necessary signs to indicate access to the work, service or supply, the traffic signs in the area occupied by the work, as well as those of the points of possible danger due to the movement of those, both in said area and in its boundaries or vicinity.

During the execution of the work, service, or supply, the Project Management team will inform the contractor of the plots of land they may occupy or pass through to carry out the work. If the contractor occupies or passes through any plot other than those designated by the Project Management team, the contractor will be solely responsible for any claims, damage, or replacement costs that may arise.

The contractor will pay the costs of the professional liability insurance of the corresponding Professional Association for the figures of the Project Management and the Delegate of the Works, service or supply of the contractor, without these being able to exceed in any case 1.00% of the amount of the budget of the award of the contract.

The contractor is obligated not only to carry out the works, services, or supplies but also to maintain and safeguard them until acceptance and throughout the warranty period. Likewise, the successful bidder will be responsible for the security of the land and any assets located therein.

20.-ENVIRONMENTAL, LABOR, SOCIAL AND TRANSPARENCY OBLIGATIONS.

The employer shall be obliged to comply with the applicable environmental, social or labor obligations established in European Union law, national law, collective agreements or by the applicable provisions of international environmental, social and labor law that bind the State, in particular those established in Annex V of the LCSP.

In particular, the contractor is obligated to comply with applicable labor and social security regulations. Likewise, it is obligated to comply, as applicable, with Royal Legislative Decree 1/2013, of November 29, which approves the consolidated text of the General Law on the rights of persons with disabilities and their social inclusion, Organic Law 3/2007, of March 22, for the effective equality of women and men, Law 31/1995, of November 8, on Occupational Risk Prevention, and the Regulation of Prevention Services, approved by Royal Decree 39/1997, of January 17, as well as any regulations enacted during the execution of the contract.

Likewise, the contracting company is obliged to comply throughout the execution period of the contract with the rules and conditions set out in the applicable collective agreement, although in any case, the successful bidder will be obliged to comply with the salary conditions of the workers in accordance with the applicable sectoral Collective Agreement.

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The list of the body or bodies where bidders can obtain information on taxation, environmental protection, and the provisions in force regarding employment protection, gender equality, working conditions and prevention of occupational risks and social and labor integration of people with disabilities, and the obligation to hire a specific number or percentage of people with disabilities that will be applicable to the services provided during the execution of the contract.

21.-DUTY OF CONFIDENTIALITY.

With regard to confidentiality, the provisions of Article 133 of the LCSP will apply.

The contractor must respect the confidentiality of any information accessed during the performance of the contract that has been designated as confidential in the tender documents or the contract itself, or that by its very nature must be treated as such. This obligation shall remain in effect for a period of five years from the date of becoming aware of such information.

Information provided by businesses that they have designated as confidential, and which has been agreed upon by the contracting authority, may not be disclosed. To this end, bidders must include in their envelopes a list of the documents they propose to be confidential, explaining the reason for such confidentiality.

22.-PROTECTION OF PERSONAL DATA.

The processing of personal data shall mean any operation or set of operations performed on personal data or sets of personal data, whether by automated means or not, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

To the extent that the provision and fulfillment of this contract involves the successful bidder's access to personal data for which CESEFOR is responsible, the successful bidder will be considered a data processor, in accordance with Article 4.8) and 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, hereinafter GDPR.

The processing by the processor will be governed by a contract or an addendum to the contract formalization document, which will be in writing, binding the processor to the controller and establishing the object, duration, nature and purpose of the processing, the type of personal data and categories of data subjects, and the obligations and rights of the controller.

Said contract or legal act shall stipulate, in particular, that the person in charge:

- It shall process personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless it is required to do so by Union or Member State law to which the processor is subject; in such case, the processor shall inform the controller of that legal requirement prior to processing, unless such law prohibits it for important reasons of public interest;
- It will ensure that persons authorized to process personal data have committed to respecting confidentiality or are subject to a statutory confidentiality obligation;

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- c) It will take all necessary measures in accordance with Article 32 of the GDPR, which regulates matters relating to the security of processing, adopting appropriate technical and organizational measures to ensure a level of security appropriate to the risk;
- d) In the event that subcontracting has been permitted in the contract, and the work subcontracted by the data processor involves the performance of certain processing activities on behalf of the controller, to resort to another data processor:
 - The processor shall not engage another processor without the controller's prior written authorization, whether specific or general. In the latter case, the processor shall inform the controller of any planned changes involving the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes.
 - When a data processor engages another processor to carry out certain processing activities on behalf of the controller, the same data protection obligations as those stipulated in the contract between the controller and the processor referred to in Article 28.3 of the GDPR shall be imposed on that other processor, either by means of a contract or an addendum to the written contract document. These obligations include, in particular, providing sufficient guarantees that appropriate technical and organizational measures will be implemented to ensure that the processing complies with the provisions of this Regulation. If that other processor fails to comply with its data protection obligations, the initial processor shall remain fully liable to the controller for the other processor's compliance with those obligations.
- e) It will assist the controller, taking into account the nature of the processing, through appropriate technical and organizational measures, where possible, to enable the controller to comply with its obligation to respond to requests for the exercise of data subjects' rights as set out in Articles 12 to 23 of the GDPR. To this end, it will communicate to the controller immediately and without undue delay any request made by a data subject concerning the exercise of their rights or any other matter relating to data protection;
- f) It will assist the controller, under the terms established in the contract, to ensure compliance with the obligations set out in Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the processor;
- g) At the controller's option, all personal data will be deleted or returned once the processing services have ended, and existing copies will be deleted unless the retention of personal data is required under Union or Spanish law;
- h) The processor shall make available to the controller all the information necessary to demonstrate compliance with the obligations set out in this Article, as well as to allow and contribute to the performance of audits, including inspections, by the controller or another auditor authorized by the controller. Furthermore, the processor shall immediately inform the controller if, in its opinion, an instruction infringes the GDPR or other Union or Spanish data protection provisions.

The controller's adherence to an approved code of conduct pursuant to Article 40 of the GDPR or to an approved certification mechanism pursuant to Article 42 of the GDPR may be used as evidence of the existence of sufficient safeguards referred to in Articles 30.2 and 30.4 of the GDPR.

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23.-INSURANCE

The contractor will be obliged to subscribe, at his own expense, to insurance policies for the concepts, amounts, coverages, duration and conditions necessary for the execution of the contract.

24.-CONTRACTOR'S LIABILITY FOR DAMAGES

The contractor shall be liable for all direct and indirect damages caused to third parties as a result of the operations required for the execution of the contract. If the damages are a direct and immediate consequence of an order issued by CESEFOR, CESEFOR shall be liable within the limits established by law.

In the event of non-compliance by the contractor with the obligation to indemnify for damages caused to third parties as a result of the incorrect execution of the services covered by the contract, CESEFOR will proceed to impose the necessary penalties to be deducted from the settlement of the contract.

Regarding assignment and subcontracting.

25.-ASSIGNMENT OF THE CONTRACT.

The rights and obligations arising from this contract may be assigned by the successful bidder to a third party, provided that the requirements of section 2 of article 214 of the Spanish Public Sector Contracts Law (LCSP) are met, unless the contractor's technical or personal qualities were decisive for the award of the contract, or when the assignment would substantially alter the contractor's characteristics if these constitute an essential element of the contract. Assignment will not be authorized when it would substantially alter the contractor's characteristics if these constitute an essential element of the contract.

26.-SUBCONTRACTING

The contractor may agree with third parties to carry out part of the work provided that the requirements established in section 2 of article 215 of the LCSP are met and unless the contract establishes certain critical tasks that cannot be subcontracted, and these must be carried out directly by the main contractor.

The infringement of the conditions established in section 2 of article 215 of the LCSP, as well as the lack of accreditation of the suitability of the subcontractor or of the circumstances determining the emergency situation or those that make the subcontracting urgent, will have, among others provided for in the LCSP, and depending on the impact on the execution of the contract.

Likewise, and with regard to payments to subcontractors and suppliers, the contractor will be obliged to comply with the requirements and obligations established in articles 216 and 217 of the LCSP.

In any case, the subcontractors will be bound only to the main contractor who will therefore assume full responsibility for the execution of the contract to CESEFOR, in strict accordance with the terms of the special administrative clauses and the terms of the contract, including compliance with the applicable environmental, social or labor obligations referred to in Article 201 of the LCSP.

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Subcontractors will not have direct recourse against CESEFOR, the contracting party, for obligations contracted with them by the contractor as a result of the execution of the main contract and the subcontracts.

Bidders must indicate in their bid the portion of the contract they intend to subcontract, specifying the amount, and the name or business profile of the subcontractors they will entrust with its execution. In this case, if the subcontracts do not conform to what is indicated in the bid, they may not be entered into until twenty days have elapsed from the date of notification and submission of the justifications referred to in the preceding paragraph, unless expressly authorized beforehand by CESEFOR or in a justified emergency situation, unless CESEFOR notifies its objection within that period.

In accordance with Article 217.1 of the Spanish Public Sector Contracts Law (LCSP), the contractor must submit to the contracting authority, upon request, a detailed list of all subcontractors or suppliers participating in the contract once their participation is finalized, along with the subcontracting or supply terms for each that are directly related to the payment deadline. Furthermore, the contractor must provide CESEFOR with proof of payment to these subcontractors or suppliers upon completion of the services, within the legally established payment deadlines set forth in Article 216 of the LCSP and in Law 3/2004 of December 29, which establishes measures to combat late payments in commercial transactions, where applicable. These obligations will be considered essential conditions for the performance of the contract, and failure to comply, in addition to the consequences provided for by law, will allow for the imposition of any penalties stipulated by the contract management.

In accordance with the provisions of the fifty-first additional provision of the LCSP, without prejudice to the provisions of articles 216 and 217 and provided that the conditions established in article 215 are met, the contracting authority may provide in the administrative clauses that direct payments be made to subcontractors.

Payments made to the subcontractor will be understood to be made on behalf of the main contractor, maintaining in relation to CESEFOR the same nature of payments on account as that of the certifications of work, service or supply.

Under no circumstances will CESEFOR be held responsible for the delay in payment resulting from the main contractor's non-compliance with the invoice submitted by the subcontractor.

Contract execution.

27.-FACULTATIVE MANAGEMENT.

When the contractor, or persons dependent on him, incur in acts or omissions that compromise or disrupt the proper functioning of the contract, the contracting authority may require the adoption of specific measures to achieve or restore good order in the execution of what has been agreed.

In the case of construction projects, the project management team may order the opening of test pits when they suspect the existence of hidden construction defects or the use of substandard materials. If such defects are confirmed, the contractor will be responsible for the costs arising from the inspection and remediation. Otherwise, the project management team will certify the compensation corresponding to the execution and repair of the test pits, valued at the unit prices in the contract award budget.

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The management may order, on an urgent basis, the execution of necessary works in cases of imminent danger. The contractor must carry out such works without prejudice to the management's right to subsequently initiate the corresponding administrative procedures.

The procedure to be followed in cases of force majeure in the following clause will be that established in article 146 of Royal Decree 1098/2001, of October 12, which approves the General Regulation of the Law on Contracts of Public Administrations (hereinafter RGLCAP).

The resolution of incidents arising in the execution of the contract will be processed, through a contradictory procedure, in accordance with the provisions of article 97 of the RGLCAP.

During the execution of the contract, the successful bidder will assume its responsibilities inherent to the execution of the work and the control and supervision of materials and works that it executes in accordance with the mandatory instructions given by the management and inspection of the work.

28.-RISK AND EXPENSE

The performance of the contract shall be carried out at the contractor's own risk and expense, without prejudice to cases of force majeure.

The following shall be considered cases of force majeure: fires caused by atmospheric electricity, natural phenomena with catastrophic effects, such as tsunamis, earthquakes, volcanic eruptions, land movements, maritime storms, floods or others like them, as well as damage caused violently in times of war, tumultuous robberies or serious disturbances of public order. In the event of a force majeure event, the contractor will be entitled to compensation for the damages suffered, provided that there has been no imprudent action on their part.

29.-INTERPRETATION OF THE PROJECT

The technical interpretation of the project and the power to issue orders for its development are the responsibility of the project management team.

The contractor may not, under any circumstances, claim that the project is undefined. If, in their opinion, it suffers from any lack of definition, they must request the corresponding definition in writing from the project management team with sufficient advance notice before its execution, and the team must respond to said request within one month.

30.-CHECK OF THE LAYOUT

Prior to verifying the redesign, the contracting authority will require the company that has been awarded the contract, by electronic communication, to submit the subscription of the indicated policies and all of this within 7 working days from the date of sending the communication.

Within the period stipulated in the contract, which may not exceed one month from the date of its formalization, except in justified exceptional cases, the CESEFOR department responsible for the contract will, in the presence of the contractor, verify the site layout carried out prior to the bidding process. A report of the results will be drawn up and signed by both interested parties, and a copy will be sent to the body that awarded the contract. The verification report (on-site) will reflect the contractor's conformity or non-conformity with the project's contractual documents, with specific and express reference to the geometric characteristics of the work, the authorization for the occupation of the necessary land, and any other point that may affect the fulfillment of the contract.

If the verification results demonstrate, in the opinion of the project management team and without reservation from the contractor, the viability of the project and the availability of the land, the project management team will authorize its commencement, and the execution period

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5% of the contract 8 to rectify or the power to terminate the contract.

ii. For failure to comply with commitments to allocate personnel or material resources:

Applies: NO.

iii. For failure to comply with the special conditions of execution:

Applies: YES.

5% of the contract award value without prejudice to the obligation to rectify or the power to terminate the contract.

iv. For failure to compensate for damages caused to third parties as a result of the incorrect performance of the services covered by the contract:

Applies: YES.

100% of the damages caused were not satisfied.

c) Due to non-compliance with the award criteria:

Applies: NO.

d) For failure to comply with environmental, social or labor obligations:

Applies: NO.

e) By subcontracting:

Applies: NO.

For failure to make payments to subcontractors or suppliers:

5% of the amount owed to the subcontractor or supplier for failure to pay on time. Fixed amount unrelated to the length of the delay.

33.-MODIFICATION OF THE CONTRACT.

This contract may only be modified for reasons of public interest in the cases and in the manner provided for in articles 203 to 205 of the LCSP and in this document.

When so indicated by the management of the work, service or supply, the contract may be modified for the reasons and with the scope, limit, conditions and procedure indicated in said section.

When the modification of the contract is necessary due to the occurrence of one or more of the circumstances provided for in article 205 of the LCSP, before agreeing to it, CESEFOR must give a hearing to the drafter of the project or of the technical specifications, if these have been prepared by a third party outside the contracting authority by virtue of a service contract, so that, within a period of no less than three days, he or she may formulate the considerations that he or she deems appropriate.

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The modifications agreed by the contracting authority will be mandatory for the contractors, and must be formalized in the same terms used in the award, in accordance with the provisions of Article 153 of the LCSP and published in accordance with the provisions of Article 63 of the aforementioned law.

When modifications involve the introduction of work, service, or supply units not included in the project or whose characteristics differ from those specified therein, and a new bidding process is not required, the applicable prices will be set by CESEFOR, after giving the contractor a minimum of three business days to be heard. If the contractor does not accept the set prices, the contracting authority may award the contract to another company at the same prices, execute the work directly, or terminate the contract.

When the modification includes units of work, service or supply that must be subsequently and definitively hidden, before carrying out the partial measurement of the same, CESEFOR must be notified at least five days in advance, so that, if it considers it appropriate, it can attend said act in its functions of material verification of the investment, and this, without prejudice to, once the works, services or supplies are completed, carrying out the acceptance, in accordance with the provisions of this document.

When the project manager for the work, service or supply considers a modification of the project necessary and the requirements regulated by the LCSP are met, he will request authorization from the contracting authority to initiate the corresponding file, which will be processed with the following actions:

- Drafting the project modification and obtaining its technical approval.
- Hearing of the contractor and the drafter of the project, for a minimum period of three days.
- Approval of the file by the contracting authority, as well as the necessary supplementary expenses.

Excess measurements, defined as variations occurring during the proper execution of the work solely in the number of units actually executed compared to those specified in the project measurements, will not be considered modifications to the works, services, or supplies contract, provided that the overall increase in expenditure does not exceed 10 percent of the initial contract price. Such excess measurements will be included in the final certification of the works, services, or supplies. The inclusion of new prices, even if determined through the procedures established in the Public Sector Contracts Law (LCSP) and its implementing regulations, will also not be considered modifications to the works contract, provided that they do not increase the overall contract price or affect units of work, services, or supplies that, in total, exceed 3 percent of the original budget.

34-SUSPENSION OF THE CONTRACT

CESEFOR, for reasons of public interest, may agree to suspend the performance of the contract. If the payment delay exceeds four months, the contractor may, where appropriate, suspend performance of the contract, and must notify CESEFOR of this circumstance one month in advance, for the purpose of recognizing any rights that may arise from said suspension. If CESEFOR agrees to suspend the contract, a record will be drawn up, either ex officio or at the request of the contractor, stating the circumstances that motivated the suspension and the current status of the contract's performance, and payment will not be made due to the nature of the contract.

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Once the suspension has been agreed upon, CESEFOR will pay the contractor for the damages actually suffered, subject to the following rules:

1. The contractor must prove the existence, effectiveness and amount of the following items:
 - to) Expenses for maintaining the final warranty.
 - b) Compensation for termination or suspension of employment contracts that the contractor had agreed upon for the execution of the contract at the time the suspension began.
 - c) Salary expenses of the staff who must necessarily remain attached to the contract during the suspension period.
 - d) Rentals or maintenance costs of machinery, facilities and equipment provided that the contractor proves that these means could not be used for purposes other than the execution of the suspended contract.
 - and) 3 percent of the price of the services that the contractor should have performed during the suspension period, as provided for in the work program or in the contract itself.
 - F) The expenses corresponding to the insurance policies subscribed by the contractor provided for in the administrative clauses related to the object of the contract.
2. Only suspension periods documented in the corresponding report will be compensated. The contractor may request that this report be extended. If CESEFOR does not respond to this request, it will be understood, unless proven otherwise, that the suspension began on the date indicated by the contractor in their request.
3. The right to claim expires one year from the date the contractor receives the order to resume performance of the contract.

35.-PROCEDURE FOR IMPOSING PENALTIES

The penalties provided for in the corresponding section shall be imposed by agreement of the contracting authority, adopted at the proposal of the person responsible for the contract, which shall be immediately enforceable, and shall be made effective by deduction from the amounts that, as a total or partial payment, must be paid to the contractor or on the guarantee that, where appropriate, has been established, when they cannot be deducted from the aforementioned payments.

Termination of the contract.

36.-EXPIRY OF THE CONTRACT.

The contract shall expire upon its completion or fulfilment, or alternatively upon its termination.

37.-TERMINATION OF THE CONTRACT.

The following shall be grounds for termination of the contract:

- a) Failure to fulfill the main obligation of the contract.
- b) Failure to comply with the remaining essential obligations that have been classified as such by the project management service or supply.
- c) The assignment of the contract without the prior written authorization of CESEFOR.

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d) The mutual agreement of the parties. Such resolution may only take place when there is no other cause attributable to the contractor, and provided that reasons of public interest make the continuation of the contract unnecessary or inconvenient.

and) The contractor's delay in meeting deadlines.

f) The death or subsequent incapacity of the individual contractor or the extinction of the legal personality of CESEFOR contractor, without prejudice to the provisions of article 98 of the LCSP relating to the succession of the contractor.

g) The impossibility of performing the service under the terms initially agreed, when it is not possible to modify the contract.

h) Failure by the contractor to pay wages to workers participating in the contract during its execution, or failure to comply with the conditions established in applicable collective bargaining agreements in force for these workers, also during the execution of the contract, will constitute grounds for termination. In general, termination will only be agreed upon at the request of the workers' representatives in the contracting company; except when the workers affected by the non-payment of wages are workers subject to transfer of employment and the amount of wages owed by the contracting company exceeds 5 percent of the contract award price, in which case the contracting authority may terminate the contract directly.

y) The additional grounds for termination of the contract indicated in this document.

j) Failure to comply with the terms offered by the contractor for the execution of this contract, unless penalties are imposed in case of non-compliance.

In cases where several causes of termination of the contract occur with different effects regarding the economic consequences of the termination, the one that appeared first in time should be taken into account.

The contract termination will be decided by the contracting authority, either on its own initiative or at the request of the contractor. The contractor must be given a prior hearing when the proposal is made ex officio, and the guarantor or insurer must be given a hearing when the seizure of the guarantee is proposed. The notification will have executive effect and will allow CESEFOR to arrange for performance with another company, regardless of the rights or actions invoked by the contractor.

Once the contract termination has been decided, a record will be drawn up in the presence of the contractor, reflecting the status of the work, service, or supply and the corresponding settlement. If the contractor does not attend, the record will be drawn up in the presence of a Notary Public, who will provide a copy to the contractor, who will bear the costs incurred as a result of this situation.

Regarding the effects of the termination of the contract:

- When the resolution occurs by mutual agreement, the rights of the parties will be adapted to what has been validly stipulated by them.
- Failure by CESEFOR to comply with the obligations of the contract will generally result in the payment of damages caused to the contractor.
- When the contract is terminated due to culpable breach by the contractor, the guarantee will be seized and the contractor must also compensate CESEFOR for the damages caused in excess of the amount of the seized guarantee.
- When the termination is agreed upon for the reasons set out in letter g) of those mentioned above, the contractor will be entitled to compensation of 3 percent of the amount of the service not performed, unless the cause is attributable to the contractor.

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40.-GENERAL MEASUREMENT AND FINAL CERTIFICATION.

Upon acceptance of the contract, a general measurement will be carried out with the contractor's assistance. Within one month of acceptance, the project management team will then prepare a measurement of the units actually completed in accordance with the project specifications. Within three months of acceptance, the contracting authority must approve the final certification of the works, services, or supplies delivered, which, if applicable, will be paid to the contractor as an advance against the final settlement of the contract within the period stipulated in Article 198.4 of the Spanish Public Sector Contracts Law (LCSP).

41.-WARRANTY AND SETTLEMENT PERIOD.

The warranty period for the work, service, or supply will begin from the date of its acceptance. Maintenance and security costs during the warranty period will be borne by the contractor.

During this period, the contractor shall, in all cases, be responsible for the upkeep and maintenance of the works, services, or supplies in accordance with the provisions of the project's specific technical specifications, if any, and the instructions issued by the project management. If, in CESEFOR's judgment, the contractor neglects maintenance and this endangers the works, services, or supplies, CESEFOR shall carry out, at the contractor's expense, the necessary work to prevent the damage.

In the event of partial receipts, the warranty period for the received parts will begin to run from the dates of the respective partial receipts.

Within fifteen days prior to the expiration of the warranty period, the project management team, either on its own initiative or at the contractor's request, will prepare a report on the condition of the works, services, or supplies. If this report is favorable, the contractor will be released from all liability, except for that arising from latent defects. The final guarantee will then be returned or canceled, the contract will be settled, and, where applicable, any outstanding obligations will be paid within 60 days. If the report is unfavorable and the observed defects are due to deficiencies in the execution of the works, services, or supplies and not to the use of the constructed goods, the project management team will issue the appropriate instructions to the contractor for the proper repair of the constructed goods during the warranty period. The contractor will be granted a period to carry out these repairs, during which time they will remain responsible for the maintenance of the works, services, or supplies, without the right to receive any additional payment for extending the warranty period.

Once the repairs have been completed, the project management team will, within one month, prepare a proposed final settlement for the work actually carried out. The contractor will be notified and given ten days to either accept the settlement or submit any objections. Within 60 days of the contractor's response or the expiration of the established deadline, the contracting authority must approve the final settlement and, if applicable, pay any outstanding balance.

42.-LIABILITY FOR HIDDEN DEFECTS.

If the work, service, or supply is ruined or suffers serious deterioration incompatible with its function after the warranty period has expired, due to hidden construction defects resulting from the contractor's breach of contract, the contractor shall be liable for any damages that occur or become apparent for a period of ten years from the date of acceptance. If the cause of the ruin or deterioration is the contractor's failure to comply with the terms of this contract, the right to claim compensation shall last for fifteen years.

Likewise, the contractor will be liable during this period for material damages caused to the works, services or supplies due to defects or flaws that affect (in the case of works) the

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foundation, supports, beams, slabs, load-bearing walls or other structural elements, and that directly compromise the mechanical resistance and stability of the construction, counted from the date of acceptance of the work without reservations or from the correction of these.

Actions to demand liability as provided in the previous section for material damages arising from defects or flaws shall be time-barred within two years from the date on which such damages occur or become apparent, without prejudice to any actions that may remain demanding liability for breach of contract.

Once the period stipulated in the first paragraph has elapsed without any damage or harm having been manifested, the contractor's liability will be completely extinguished.

43.-RESOURCES AND COMPETENT JURISDICTION

The acts issued in the award procedure processed in this contract, including this document, the Special Technical Specifications and the other contractual documents that establish the conditions that must govern the contract, may be appealed through administrative channels in accordance with the provisions of Law 39/2015, of October 1, on the Common Administrative Procedure of Public Administrations, before the head of CESEFOR, within one month.

The contentious-administrative jurisdiction is responsible for resolving disputes arising in relation to the preparation, award and modification of this contract, when the challenge to the latter is based on non-compliance with the provisions of articles 204 and 205 of the LCSP, when it is understood that said modification should have been subject to a new award.

Any disputes that may arise between the parties regarding the effects and termination of this contract, except for the modifications provided for in the previous paragraph, shall be heard by the civil jurisdiction, and the parties submit to the Courts and Tribunals of Soria.

Soria, February 09, 2026

Signed: Pablo Sabín Galán

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ANNEX I: ECONOMIC OFFER MODEL

Mr./Ms..... of legal age, resident of with address at, holder of National Identity Document No. issued on, representing, of as....., with address at, Tax Identification Number (CIF)....., contact email and sufficient power to represent and bind him/her, as I prove with the attached documentation, aware of the contract published by CESEFOR to award the contract of Services called Support on analyses 8 past forest emergency events in 8 different regions, WP4 Transversal Solutions: training and empowerment for communities of the FARCLIMATE project. Funded by the European Union – Horizon Europe Programme undertakes to carry it out according to the technical offer and at a tender price, excluding value added tax, of (in words and numbers):

.....

Additionally, and in relation to this offer, he/she DECLARES:

- That the signatory holds the representation of the company submitting the offer.
- That neither he/she, nor the company he/she represents, has incurred any of the legal cases of incapacity or incompatibility to contract, in compliance with the provisions of art. 71 of the LCSP.
- The submission to the jurisdiction of the courts and tribunals of Soria of any order for all incidents that, directly or indirectly, may arise from the contracts entered into with CESEFOR, with express waiver, where appropriate, of the foreign jurisdictional jurisdiction that may correspond to him.
- That if awarded the contract, it undertakes to comply with the obligations regarding gender equality and issues related to publicity and the origin of the financing of the contract.

....., as of.....2026

Attached:

Technical Offer File (memoir, resources, planning and experience, others...).

Administrative Documentation File: Bidder's Tax Identification Number (NIF or CIF). Document proving the bidder's identity (articles of association, national identity document, etc.) and power of attorney for the legal representative. Certificates of being up to date with tax and social security obligations.

Signed: Mr./Ms.
 (Name, signature and stamp)

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