

ADMINISTRATIVE TENDER TERMS AND CONDITIONS FOR CONTRACTING RESTAURANT SERVICES
IN THE SPAIN PAVILION AT THE DUBAI WORLD EXPO 2020.

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1. GENERAL CONDITIONS

1.1. ABOUT EXPO DUBAI 2020.

The Dubai World Expo will open its doors from 20 October 2020 to 10 April 2021. Some 190 countries and international bodies will be represented. La Sociedad Estatal de Acción Cultural, S.A. (hereinafter, AC/E) is responsible for the construction and management of the Spain Pavilion in Expo Dubai 2020.

The central theme of Expo Dubai 2020 is “Connecting Minds, Creating the Future”. It expresses the need to forge significant collaborations and alliances. The current challenges are too complex to be resolved in isolation. The urgent need to find sustainable solutions for common problems demands collaboration that goes beyond borders, institutional limits, industrial groups, cultures and disciplines. Expo Dubai 2020 wants to celebrate how much humanity can achieve if it works together hand in hand to resolve its common challenges. The core theme can be broken down into three subthemes, considered by the EXPO as the three core engines of progress: Opportunity, Mobility and Sustainability.

1.2. THE SPAIN PAVILION.

On 8 December 2018 the Government of Spain entered into the contract for participation in Expo Dubai 2020. In order to prepare in good time for participation in the Expo and the work necessary to construct the Spain Pavilion, Acción Cultural Española awarded the architecture project for the Pavilion by a public tender to the bid from Temperaturas Extremas Arquitectos. The tender for the award of the Exhibition Route of the Pavilion has been awarded to the Joint Venture comprising the companies External and Partners S.L.U. and Onionlab. The successful bidders in each of the two processes will be responsible for drawing up the construction documents that will make it possible to construct the building and the permanent exhibition. The architecture project is an annex to these terms and conditions (Annex 4.3) and, together with the rest of the documentation, it is available to interested parties, which may ask for a digital copy from the company’s legal services at: elena.rodriguez@accioncultural.es; iber.devicente@accioncultural.es.

2. ADMINISTRATIVE TENDER TERMS AND CONDITIONS

2.1. ENTITY ORGANIZING THE TENDER AND APPLICABLE LEGISLATION

The entity organizing the tender for this procedure is Sociedad Mercantil Estatal de Acción Cultural, S.A. (AC/E), in accordance with its corporate purpose and powers delegated to it. This tender will be subject to the provisions of article 318 of the Public Sector Procurement Act (LCSP) and these terms and conditions. The Spanish legal system applies to all matters relating to ACE-award-bearer relations and possible disputes, without prejudice to the local regulations detailed in this document.

The contract awarded will be private in nature and will be governed by the rights and obligations established in these terms and conditions and by its own clauses. Without prejudice to the above, the regulation of Expo Dubai 2020 (Annex 4.5) will be applicable, in particular the commercial guide, together with the general legislation of the United Arab Emirates (UAE) that may be applicable to the activity.

AC/E is the Official Participant of the Spanish section of Expo Dubai 2020. Following the indication of the Organizer of Expo Dubai 2020, AC/E has been registered in Dubai with the name of “Kingdom of Spain Pavilion-Expo 2020 Dubai”, Licence No. EXP-0066.

2.2. PURPOSE OF THE AGREEMENT

The purpose referred to in this tender is the concession for the use of the restaurant spaces in the Spain Pavilion in Expo Dubai 2020 and for the gastronomic activities associated with the different ordinary and extraordinary events promoted by the Pavilion. These will be subject to payment of fees for the Organizer and AC/E, and other financial aspects specified in these terms and conditions and its annexes. The performance of the agreement shall be carried out at the risk and liability of the successful bidder.

The Spain Pavilion has the following restaurant areas:

- A. Gastronomic restaurant
- B. Live Grill & Tapas
- C. Chill out - After lunch
- D. Production Kitchen

As well as the public services mentioned above, the pavilion has a central production kitchen at basement level and satellite services on each floor. For the production of the gastronomic services, the pavilion has a budget provision for the necessary kitchen equipment up to a maximum fixed amount. During the design process before the construction and assembly of the pavilion, in coordination with the other agents involved and within the established budget framework. Wherever possible, the successful bidder may suggest specific changes to the equipment initially planned and provide additional equipment at his own expense.

2.3. BIDDING COMPANIES. DOCUMENTATION.

All companies or professionals specializing in the area of hotel and catering may participate in the tender process if they have sufficient capacity and solvency to manage and coordinate the general and internal logistics of the restaurant services for the Spain Pavilion in Expo Dubai 2020, and comply with all the requirements specified below.

In order to participate the bidder must present the documentation specified below within the period established, in three electronic envelopes:

ENVELOPE A: ADMINISTRATIVE DOCUMENTATION

1. Capacity to operate and solvency.

The persons who may contract with AC/E are Spanish or foreign natural or legal persons, who have full capacity to operate, and are not involved in any of the circumstances included in article 71 of the LCSP, as accredited by any of the means established by article 85 of the LCSP.

The entities must be natural or legal persons whose purpose or activity is directly related to the purpose of the agreement, as resulting from their respective articles of association or foundational rules, and have an organization with all the personal and material resources sufficient for the appropriate performance of the contract.

Non-Spanish companies from Member States of the European Union must certify their capacity to operate by certification of their inscription in one of the professional or commercial registers indicated in Annex I of the General Regulation of the LCAP.

The remaining foreign companies must certify their capacity to operate by a report issued by the Permanent Diplomatic Mission or Consular Office of Spain in the location of the company's registered office. For this purpose, the company must certify that it is registered with the local professional, commercial or similar registry; or, if not, that it operates habitually in the area of activity covered by the purpose of the contract; also included must be a reciprocity report as specified by article 68 of the LCSP, or, where appropriate, a declaration that the State in question is signatory to the Government Procurement Agreement of the World Trade Organization.

As well as these requirements, bidders must have the economic, financial, technical and professional solvency requirements defined below.

2. Content of Envelope A.

- Documents of an administrative nature:
 - European single procurement document (ESPD), duly filled in as established by these terms and conditions.
 - If more than one entity presents itself jointly, the joint venture commitment document must be included, indicating the percentage participation of each individual company.
 - Declaration of belonging or not belonging to a business group, in accordance with the Annex of these terms and conditions.
 - If the company is foreign, it must provide a declaration of being subject to Spanish jurisdiction.

- Documents certifying solvency:
 - Economic and financial:
 - Appropriate statements by financial institutions, or where appropriate, justification of the existence of **liability insurance** for professional risks.
 - **Statement of the global turnover** and, where appropriate, on the turnover in the area of activities corresponding to the contract, for the last three years.

The above documents **must certify a minimum annual turnover of SIX MILLION euros**. Not certifying this will rule the entity out from continuing with the process.

- Technical and professional
 - List of the main services carried out in the last three years that were similar to the services that are the purpose of the contract, supported by certificates of good execution, including amount, dates, percentages of participation and their public or private beneficiaries. The bidders must certify at least three similar projects in the last five years dedicated to major events or with a volume equivalent to this tender.
 - Academic and/or professional titles of the head and executive managers of the company, and in particular the person or persons responsible for the contract, together with a statement of the average annual workforce of the company; all accompanied by the corresponding accrediting documentation.
 - Certification of knowledge and practice in the field of production of Spanish food, by way of a written declaration accompanied by details of experience with large events or with an equivalent volume.
 - List of suppliers that guarantee the correct operation of restaurant services in the Pavilion and that can supply and provide services for the full duration of the Expo, with quality Spanish products that comply with European laws and regulations, required by the Organization and country where the exhibition is carried out for each product or service.
 - Organization chart with a description of the team and technical units that will participate in the contract.
 - Statement of the materials, facilities and technical equipment available to the company for performing the contract.

For determining the solvency of **joint ventures**, the characteristics certified for each of the entities making up the joint venture will be totalled.

Not certifying any of these requirements will rule out the entity from continuing with the process.

ENVELOPE B: TECHNICAL DOCUMENTATION

1. Gastronomic services.

Must include:

- Definition of the general concept of the gastronomic proposal, showing the general approach and specific focus for each space.
- Preliminary proposal for dishes, products and services to be offered in the restaurant areas of the Pavilion, with a photograph where pertinent.
- Detailed description of the qualities of the products (food and drink).
- Unit price of the products offered and cost of the different set menus in each space (including all variants, room menus, staff menus, programmed activities, Spain Day, special events, etc.).
- Other supplementary elements and services (operational materials, decoration, attractiveness, etc.).
- Depending on the concept, the bid may propose an alternative name for the gastronomic spaces.

2. Team.

Must include:

- General organization chart.
- Staff ratios for each area of production and service, as well as for special events.
- Description of the professional profile of each job position and related responsibilities.
- CV of the executive managers and middle management, certifying their experience.
- Letters of commitment signed for external human resources.

3. Material resources.

Must include:

- List of the equipment used in the production kitchen and satellite kitchens (rooms) to prepare dishes and drinks. The document must indicate on the initial provision planned by AC/E for these spaces (Annex 4.4), the confirmed, replaced and supplementary units, with an emphasis in all cases on the conditions and limitations specified in this respect in these terms and conditions.
- List of management tools for financial operation and control (hardware and software).
- List of operational materials, with a detailed list of the ancillary elements needed for the correct operation of the services: ancillary equipment, kitchen and front of house items, cutlery, glassware, crockery, table linen, menu, etc.
- Proposal for the planned uniforms, in accordance with the indications in this respect in the technical terms and conditions.

4. Operational report.

Preliminary description of the logistical infrastructure and the set of processes involved in the performance of the contract, including:

- Operational plan, which describes the overall methodology planned, including the import of food products and others, customs procedures, storage, distribution and stocking, as well as production, internal management, security, maintenance, emergency services, etc., in accordance with the rules established by the Organizer and applicable regulations.
- Commitment that the bidder will have sufficient infrastructure outside the Expo site (zone of influence) to offer the restaurant production, storage and supply services, with the description of the procedures and means to guarantee its capacity for the performance of the contract, either directly or through a commitment document with a partner or collaborator in Dubai.

5. Quality control plan.

Description of the practices planned to control all the processes, including in the operation, and in particular the registration and monitoring of the distribution, control of suppliers and product traceability, quality of raw materials, warehouse stocking and consumption, quality control of the processed and served product, quality supervision of customer service, monitoring and control of daily accounting, maintenance, cleaning and disinfection, water quality, waste management, etc.

ENVELOPE C: FINANCIAL DOCUMENTATION

1. AC/E fee.

Proposed percentage of financial rights in favour of AC/E of total revenues, not including VAT or similar taxes. **A minim of three per cent (3%)** has been established. All this, regardless of the fee to pay to the organizer of the Exhibition established in this document.

2.4. PROCEDURE

2.4.1 Presentation of bids.

The deadline for presenting bids is **29th November 2019, 12:00h noon**. The bids must be sent through the “Bid Preparation and Presentation Tool”.

The bidders must prepare and present their bids electronically through the Public Sector Procurement Platform (<https://contrataciondelestado.es>), in accordance with the provisions in the Corporate Electronic Bidding Services Guide, which may be found via the following link: <https://contrataciondelestado.es/wps/portal/guiasAyuda>

For this purpose, the bidder must be a registered user of the Public Sector Procurement Platform and fill in both the basic data and additional data (see the Public Sector Procurement User Manual for companies - Economic Operator Guide) available via the previous link.

All the files or envelopes must be signed digitally by the bidder’s representative.
No bids will be allowed after the deadline.

Presentation of the bids involves unconditional acceptance by the bidder of all the content of these terms and conditions, with no exceptions.

2.4.2 Opening of the bids and proposed award.

After the admission deadline for the documentation Envelope A presented by each bidder will be opened. AC/E will check the documentation certifying the capacity to operate and the economic, technical and professional solvency of the bidding companies. If any failures or omissions that can be corrected are observed in the documentation presented, the interested parties will be notified verbally by phone or, where applicable, by e-mail through the means indicated in the bid, granting them a period of not more than three (3) working days to make the necessary corrections. The procurement board will classify the documentation presented in Envelope A, and once any faults or omissions in them have been corrected, or after the deadline that may have been provided for this purpose, it will open Envelope B of the bidders admitted.

After the procurement board assesses the bids contained in Envelope B, in accordance with the criteria whose quantification depends on a value judgement, and after requesting any technical reports considered appropriate, it will notify the weighting assigned to them, and then Envelope C will be opened. This action will be communicated in the contractor's profile.

Once the Procurement Board has evaluated the bids contained in Envelope C, after requesting any technical reports it considers appropriate, it will submit the proposed contract award to the bidder that is rated highest to the procurement body, in accordance with the valuation criteria established in these terms and conditions. This proposal does not create any right in favour of the proposed bidder.

In view of the proposal made by the Procurement Board, the procurement body will classify the bids presented in descending order that have not been declared disproportionate or abnormal in accordance with the provisions of article 149 of the LCSP.

If there is a tie between two or more bids following the valuation of the award criteria, and the companies certify a greater number of employment relationships with persons with a disability than that required by law, the bidder who has the greater percentage of disabled workers on permanent contracts will be preferred. This will be done by requiring them at the time of the tie to produce a company document certifying that the percentage of workers with a disability in the company is greater than that stipulated by law, and indicating both the percentage of workers on permanent contracts and those with disability in employment at the deadline for presenting bids, as well as the percentage stipulated by corresponding law.

The contract will be awarded by OPEN PROCEDURE in accordance with the provisions of articles 156 to 158 of the LCSP. Its processing will be ordinary in nature, taking as a basis the valuation criteria specified in the following point.

2.4.3 Valuation criteria.

The concepts that are specified below will be valued at up to a maximum total of 100 points:

1. Gastronomic offering.	Up to 20 points.
2. Team.	Up to 20 points.
3. Material resources.	Up to 20 points.
4. Report on operation.	Up to 15 points.
5. Quality control plan.	Up to 10 points.
6. AC/E fee.	Up to 10 points.
7. Offer for staff (all those stationed in Dubai providing services in the Pavilion)	Up to 5 points.

The following factors will be taken into account when valuing the above items:

1. Gastronomic offering.

Valued by analyzing the general approach of the proposal, its capacity to display the quality of Spanish cuisine and the national talent in the professional exercise of the discipline. The appropriateness of the proposal to the objectives of Spain's participation in the Expo and the concept of the Pavilion will be taken into account, for which the following are considered positive factors: diversity, innovation, sustainability, full use, etc. With respect to the dishes offered, the quality of the planned presentation will be taken into account, together with the suitability of the prices proposed.

2. Team.

With respect to the necessary documentation and the requirements, the quality of the organization chart and the details of the documentation will be taken into account. The appropriateness of the structure of the planned team will be analyzed, including the suitability of the CVs for the duties assigned, and the ratio of staff per diner in the different production spaces.

3. Material resources.

The score will take into account the detailed breakdown and descriptions, as well as the conclusions that justify a guarantee of the viability of the proposal through the documentation. The material quality and aesthetic value of the ancillary elements needed for correct operation will be taken into account (kitchen and front of house items, cutlery, glassware, crockery, table linen, uniforms, menu, etc.).

4. Operational report.

The details of the description of the logical sequence of operation of the restaurant spaces will be valued in detail, as will the appropriateness of the necessary infrastructures that have been duly accredited. The viability of the proposed scheme will be analyzed. The team's previous experience in similar processes will be considered a positive factor.

5. Quality control plan.

The justification of the appropriateness of the processes to the scale and volume of the commission will be valued, together with the correct description of the processes, the detailed breakdown of the specific tools for the management of the operation, the quality control system and health and safety, to ensure it transmits the viability of the logistical processes, product traceability, control during storage and stocking, capacity for preparation in the kitchen and service in the front of house, efficiency of the booking systems, management of waiting lists, etc.

6. AC/E fee.

The improvement over the minimum established for the fee proposed as the economic right in favour of AC/E (% of the total income without VAT) will be valued positively.

7. Bid for AC/E staff.

For this valuation, the specific gastronomic offer will be taken into account and the operational solution planned to cover the needs of the AC/E personnel during the period of operation of the restaurant spaces, with respect to the quality of the dishes included and their price, as well as the suitability of the solution planned for the operation, and the use of transportable and reusable services (packaging, utensils, etc.).

2.4.4 Formalization of the agreement.

AC/E will require the company that has presented the best offer in terms of price and quality to provide the following documentation within a maximum of 10 business days counting from the date the communication was sent.

A. Receipt of the final guarantee.

B. The following documentation:

1. The document(s) certifying the legal personality of the businessperson and the representative, if applicable, of the signatory to the bid, as follows:
 - a) **National identity document**, in the case of individual businesspersons.

- Legal persons must present a deed of incorporation, and of modification of the articles of association, where appropriate, entered in the Companies Register, when this requirement is necessary under applicable commercial law.
 - If this is not the case, they must present the document of incorporation, articles of incorporation in which the rules by which its activity is regulated are included, and registration, where appropriate, in the corresponding official registry.
 - Non-Spanish companies from Member States of the European Union or signatories to the Agreement on the European Economic Area will have to certify their capacity to operate by presenting a certificate or legal declaration that they are registered in one of the registries indicated in Annex I of the General Regulation of the LCAP.
 - The remaining foreign businesspeople must certify their capacity to operate by a report issued by the Spanish diplomatic representation in the corresponding State, certifying that they are registered in the local professional, commercial or similar registry; or, where appropriate, that they operate habitually in the area of activities that constitute the purpose of the contract.
 - They must also provide a report from the respective permanent Spanish diplomatic mission certifying that their country of origin admits the participation of Spanish companies in government procurement projects in a substantially analogous form; or where appropriate, that this country is signatory to the Government Procurement Agreement of the World Trade Organization.
- b) **Power of attorney**, when the bidder acts through a representative, duly entered in the Companies Registry or other document accrediting the existence of the authorized representation and the scope of powers for bidding.
 - c) **National ID document** of the signatory to the bid.
 - d) If various businesses are bidding together by setting up a joint venture, each of them must provide certification of its own legal personality and capacity, indicating the names and circumstances of the businesspeople involved.
 - e) **Company tax code**.
2. **Statement of compliance** of the bidder granted before a notary, of not being subject to disqualifications from government procurement projects, under article 85 of the LCSP. In the case of companies of Member States of the European Union, when this possibility is provided for by the legislation of the respective State, it may be replaced by a statement of compliance issued before a judicial authority.
 3. **Certificates** of being up to date with tax obligations and certificates of being up to date with social security obligations or equivalent body of the country of residence.

All the documentation to be presented by the bidders will have to be original documentation or certified copies. The bidders must present their documentation in Spanish.

2.4.6 Definitive guarantee.

The bidder who has presented the best bid in terms of quality and price must establish a guarantee for the contracting body amounting to 75,000 euros in order to guarantee the obligations to be assumed by the successful bidder when performing the contract.

- The guarantees of any type presented to guarantee any obligations must be constituted on first request and will not be accepted if they are not duly established in accordance with the LCSP. This guarantee will respond to the items included in article 110 of the LCSP.
- Once the contract has terminated, the return of the guarantee will depend on the provisions of articles 111 and 305 of the LCSP. It will not be returned or cancelled until the expiry of the guarantee period, provided the contract has been complied satisfactorily.
- When as a result of the modification of the contract, there is a variation in its value, the guarantee will be readjusted within fifteen business days counting from the date on which the successful bidder is notified of the award of the contract, in accordance with the provisions of article 109.3 of the LCSP.
- Within fifteen business days, counting from the date on which any penalties or compensation are made effective, the successful bidder must replace or extend the guarantee to the corresponding amount; not doing so provides grounds for termination of the contract.

- Any material defects noted in the documentation presented must be notified by fax, telegram or e-mail to the bidder, registering this notification in the bid file. The bidder will be granted a period of not more than three business days to correct the defect, and the documentation must be returned to the AC/E offices within this period.
- If the documentation is not presented, or if the documentation has defects that cannot be corrected, the procurement body will request the documentation from the second best classified bidder. Having complied with the above procedures, the corresponding contract will be formalized within the deadlines and periods established by law.

2.5. ASSIGNMENT OF THE AGREEMENT AND SUBCONTRACTING.

The subcontracting of the supply of goods is authorized, as is the cleaning, maintenance or kitchen staff, front of house staff, etc. The bidder must indicate in the bid the part of the contract that it plans to subcontract. The contract will include a list of subcontractors, and the commitment signed between the contractor and subcontractor. Any assignment of resources must be consulted and approved in advance by AC/E. AC/E will have the power to refuse the assignment on justified grounds and require the replacement of the personnel affected by that decision. Furthermore, the rights and obligations arising from the agreement once executed may not be assigned to a third party.

2. 6. EXECUTION OF THE CONTRACT.

The works will be executed strictly subject to the clauses stipulated in these terms and conditions, to the project approved by AC/E and to the offer proposed by the successful bidder and in accordance with the instructions given from AC/E. The works must be executed within the deadlines determined in these terms and conditions.

Although the work preparing the dishes and products that form part of the gastronomic offering may be carried out outside the Pavilion, in any facilities in which the concessionaire considers appropriate, the operating activities included in this agreement are strictly limited to the restaurant spaces of the Spain Pavilion in Expo Dubai 2020.

2.7. FUND DEPOSIT, REPLACEMENT AND WITHDRAWAL.

The Organizer, or where appropriate, the successful bidder, with the approval of AC/E, will determine a fund collection and delivery procedure. The Pavilion does not provide protection, custody or supervision for these fund deposits, nor does it assume any liability over them.

2.8. OBLIGATIONS OF THE SUCCESSFUL BIDDER.

As well as the general obligations derived from the rules of the contract entered into for this purpose and of those established in other sections of these terms and conditions, the successful bidder will have the obligations described in the following sections, in addition to any other necessary obligation for the correct compliance with and performance of the contract concluded.

- Administrative, legal and financial:

- a) Comply with all the financial, tax, administrative obligations, and other legal aspects linked to the contract before the local government. To do so, **the successful bidder must be a local entity in the country where the service is performed, or must have a local partner in the country where the service is performed**, which complies with all the regulations with respect to the purpose of the contract and is responsible for all purposes before the authorities of said country or, in case they do not fall under any of the cases given above, obtain a specific commercial license to operate in Dubai South Free Zone under the terms defined below:

In the event that the successful bidder is neither a local entity nor a local partner, once the contract has been awarded, he will have to apply for and obtain a commercial license to operate in Dubai South Free Zone for the Expo, and which must be held by AC/E within one month of notification of the award. Non-compliance with this requirement within the established period will mean non-compliance with these specifications and will be understood as withdrawal, with the contract being awarded to the next classified party. The contract will be concluded only with a successful bidder who meets one of the three essential requirements indicated in this point.

- b) Comply with all the local obligations referring to safety, health, hygiene, food and catering, and have the final responsibility for compliance with it and with any sanctions derived from non-compliance, in accordance with the attributions granted by the Organizer to the participating countries.
 - c) Comply with the regulations that the Organizer establishes for the exercise of commercial activities.
 - d) Apply for all the permits, licences and authorizations needed, and pay the taxes required to carry out the activity.
 - e) Pay the fees established by the Organizer and by AC/E, with the frequency stipulated and in the planned format.
 - f) Register the daily information on income, through the management tool required by the Organizer, guaranteeing a backup copy.
 - g) Provide information on daily, weekly and monthly turnover to AC/E and to the Organizer. Within the first five days following the end of each month it will issue a document certifying the information referring to turnover and payment of the fees for accounting supervision.
 - h) Pay the consumption price of water, electricity, air conditioning, etc. by an estimate according to the criteria of maximum usable power, square metres used or other similar estimate, provided that there is no independent meter. It is the responsibility of the successful bidder to pay for its consumption within the 15 calendar days following the issue of the invoice by AC/E.
 - i) Hire the phone, Internet and payment terminals approved by Expo Dubai 2020 necessary for the correct performance of the activity, in its name and exclusive responsibility.
 - j) Hire under its responsibility the personnel necessary to meet its obligations, in strict compliance of the current local provisions on labour, insurance and occupational risk prevention. At the same time, it is responsible for compliance by the subcontractors with these conditions, assuming at its cost any penalty derived from the infringements related to these matters.
 - k) Present and update the organization chart, worker profiles, shift system, planned replacements, etc. so that it remains available for monitoring by AC/E or the Organizer.
 - l) Respond to the wage, non-wage and severance obligations incurred by the subcontractors with respect to their workers who are directly linked to the performance of the agreement.
 - m) Be liable for all the direct or indirect damage that may arise to any person, property, public or private service, or to the environment, as a result of the acts, omissions or negligence of the personnel in its charge; and for any compensation necessary to repair the damage caused, where necessary, during the performance of the contract.
- Technical:
 - a) State its consent to the kitchen equipment provided by AC/E and its advisers, agreeing the replacement of units within the budget framework, and the incorporation of complementary equipment at its own cost, up to a final inventory level agreed by the parties.
 - b) Collaborate with the technicians, installers, architects and those responsible at AC/E in the definition of the installations and other elements needed to make progress in the process of constructing and commissioning the Pavilion, with respect to the planned programme.
 - c) Allow the number of visitors to the Spain Pavilion and the Organizer to be measured as considered necessary, for which it must ensure the full capacity of operation at least 10 days before opening.
 - d) Hire the new resources, services, goods and staff needed for correct operations, which must be started without fail on the day the Expo opens (20 October 2020).
 - e) Provide all the operational material needed for the spaces where the operations are carried out.
 - f) Guarantee a service of maximum quality, both in the products and presentation, service for the public and internal management, ensuring approved personnel ratios are achieved.
 - g) Comply with the operating and service hours established in coordination with AC/E, adapting to any possible modifications of the opening hours that may be established.
 - h) Maintain the facilities it is responsible for in perfect conditions of order, cleanliness and hygiene, and comply with all the requirements of the Organizer and AC/E.
 - i) Make correct use of the equipment in place, ensuring their correct operation and communicating any needs to the maintenance team.
 - j) Collaborate with AC/E in the organization of the extraordinary events and other gastronomic activities (tastings, samplings, etc.), agreeing on menus and other services and their prices in advance, and being responsible for managing reservations and the control of accesses to the public, where necessary.
 - k) Accept the replacement of any employee of the concessionaire requested by AC/E with justified cause.

- l) Be responsible for the provision of the staff uniforms and manage their cleaning and replacement.
- m) Accept the forms of payment specified by the Organizer.
- n) Establish a security system for the fund delivery and deposit, for which it will be solely responsible, in accordance with the Organizer's plans.
- o) Request written approval from AC/E to modify menu prices.
- p) Provide and store a complaints book, in accordance with UAE law, or as determined by the Organizer for this purpose.
- q) Request the consent of AC/E if the organization plans events outside the Pavilion programme.

2.8.1 Duties of confidentiality and secrecy

The information, documentation, plans, files or specifications provided in any form by AC/E to the successful bidder for the performance of the agreement, must be considered confidential, and may not be the object of full or partial disclosure or use for a purpose other than the performance of the agreement.

The successful bidder assumes the obligation provide faithful custody to all the documentation delivered to carry out the project, acquiring for this purpose the commitment that neither the documentation nor the information contained may in any case reach third parties that are not involved in the performance of the contract; and it assumes the obligation to inform its personnel of the duties of confidentiality and secrecy that it acquires through this agreement, and assumes liability for the actions of such personnel.

The successful bidder shall be liable for any damages that may result for AC/E or for third persons due to a breach of the obligations included in this clause.

2.8.2 Penalties.

- For breach of any law current in Spain, the Organizer's regulations, or the set of regulations applicable to the activity carried out in Dubai or in these terms and conditions.
- For closing any area of the restaurants, or partial closures, without the agreement of AC/E.
- For not providing the planned service approved by AC/E.
- For not complying with the adscription of personal and material measures.
- For not making payments in due time and correct form, expenses for supplies and other financial obligations, both to the Organizer and to AC/E.
- For reducing the personnel ratio previously agreed by the parties.
- For creating obstacles to the daily accounting or warehouse inventories without any justified technical grounds.
- For not providing the personnel list and the legal documents on new registrations and cancellations in the social security system or local legal body.
- For not responding to the needs communicated by the Management of the Spain Pavilion.
- For not complying with the operating hours (opening, closure, cleaning, logistics, waste, etc.).
- For not offering the quality of food products agreed in the terms and conditions.

If it incurs in one of the above cases, the successful bidder will receive a penalty of €3,000 for each calendar day of delay starting with the date of formal communication. The amount of the penalty will be deducted from the guarantee that has been deposited. The successful bidder will be obliged to supplement the guarantee within the fifteen (15) business days following the notification of the penalty. AC/E may terminate the contract if the breach persists for a period of five days.

2.8.3 Insurance.

All damages produced in the performance of the services, whatever their nature or volume, will be at the cost of the successful bidder. For this reason, the successful bidder must provide documentary evidence of taking out a CIVIL LIABILITY INSURANCE policy, which guarantees the liability that may arise from damages caused to third parties as a result of the execution of the project; both those attributable to the successful bidder and those corresponding to AC/E and, in general, to any person participating in them.

In any event, the successful bidder must pay any damage that exceeds the limits established in the insurance policy, as well as the goods and risks not covered in it. Any breach of this point shall be deemed grounds for terminating the contract.

2.8.4 Jurisdiction.

The contract will expressly include the waiver by the successful bidder of its right to its own jurisdiction and its submission to the jurisdiction of the courts of the city of Madrid.

2.9. PERSONAL DATA PROTECTION AND CONFIDENTIALITY.

The parties agree to comply with the law in relation to the protection of personal data, in particular with Regulation 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 (hereinafter the GDPR), undertaking to adopt all the security measures required by this law and by any other that implements or supplements it.

In particular, AC/E will process the personal data of the contractor or its personnel for the sole purpose of managing the contractual relationship. AC/E may for this purpose process identification data, contact data, commercial data and data related to transaction of goods and services; the grounds legitimizing such processing being the need to perform the contract. These data will be preserved for the time that the contractual relationship lasts, and once it is complete, for the time required due to legal demands.

AC/E may communicate the personal data of the contractor or of its personnel, even to a third party or international organization, when this is necessary for the performance of the contract. Aside from the above, AC/E will only notify the personal data to third parties when necessary to comply with a legal obligation, for the performance of a task carried out in the public interest, or to satisfy its own legitimate interests, provided that these do not prevail over the interests or rights and freedoms of the CONTRACTOR or its personnel.

The contractor or its personnel may exercise their rights of access, rectification, deletion (including the right to be forgotten), objection, restriction of treatment, portability and not being the object of automated decisions through a means that leaves proof of the request. It may also request support from the Spanish Data Protection Agency.

The contractor also undertakes to keep confidential and not to reproduce, publish or disseminate any commercial, financial or technical information it may become aware of as a result of the contractual relationship. The contractor assumes the obligation to maintain strict professional secrecy with respect to all the issues related to AC/E. In no case may the documents and information be used for purposes other than those included in these terms and conditions. The contractor undertakes to transmit this obligation to its personnel and, in particular, to anyone who is moved to the AC/E facilities, and will be liable for such compliance.

AC/E undertakes not to disclose the information provided by the contractor that the latter has designated as confidential; this character affects in particular technical or commercial secrets and confidential aspects of the bids. In no case will the principle of confidentiality be absolute, and the rest of the principles of public procurement and other applicable regulations of AC/E must be respected.

2.10. EXPENSES AND TAXES PAYABLE BY THE CONTRACTOR.

Both the propositions presented by the bidders and the tender bids are considered to include all direct and indirect taxes and duties, and municipal levies that are charged on the performance of the contract, which will be payable by the contractor. Also included in the bid by the successful bidder and in the contract price are all the expenses resulting necessary for the performance of the contract, including possible travel.

2.11. MODIFICATION OF THE AGREEMENT.

Contract modifications will be governed by the provisions of articles 204 and 205 of the LCSP. Once the modification is approved, both parties must sign the corresponding addenda to the initial contract.

2.12. END OF THE AGREEMENT.

The agreement will be understood to have been complied with by the contractor when the contractor has completed all the purpose, in accordance with the provisions of these terms and conditions and the technical specifications, to the satisfaction of AC/E.

If the services are not in the condition to be received, express notice will be left of this and precise instructions given to the contractor so that it puts right the defects observed or resumes its operations in accordance with what has been agreed. If despite this, the services provided do not meet the level of provision agreed, as a result of faults or defects for which the contractor is responsible, AC/E may reject the services. It will then be exempt from the obligation to pay and have the right to recover the price paid until this time, if appropriate.

2.13. TERMINATION AND EXTINCTION OF THE AGREEMENT.

The following will be grounds for the termination of the contract, without prejudice to the stipulations of articles 211 and 313 of the LCSP and of any other indicated in these terms and conditions:

- The extinction of the legal personality of the contractor, if a legal person, or in the case of the death or disability of the contractor, if a natural person.
- Delay in compliance with the deadlines by the contractor.
- Any others established in the regulations on business contracts.
- Repeated breach of the technical guidelines of the purpose of the agreement.
- Breach of the special condition for performance.
- Impossibility to provide the services in the terms initially agreed, when it is not possible to modify the contract in accordance with articles 204 and 205 of the LCSP, and included in letter i) of article 211 of the LCSP.

If the agreement is terminated for reasons attributable to the contractor, the contractor must compensate AC/E for the damages caused. If the termination takes place for reasons attributable to AC/E, the contractor shall have the right to receive the value of the contract actually performed at the time of termination.

3. FINANCIAL CONDITIONS

3.1. EQUIPMENT IN PRODUCTION SPACES.

As previously indicated, the construction of the Pavilion contemplates the equipment of the production spaces, up to a maximum budget of 240,000 euros. On the inventory of preliminary equipment included (Annex 4.4.) it is possible, on the part of the successful bidder, to carry out a coordinated adjustment of the units, with strict subjection to the budget allocated by AC/E for the endowment. In the event that the contractor considers the contribution of other supplementary equipment, he must assume at his own expense the supply, maintenance and disassembly, with the prior approval of AC/E and of the team responsible for the execution and technical direction of the construction of the Pavilion. Any change in the equipment must not interfere with the Pavilion's architectural and interior design project, with the planning foreseen for the construction and assembly works, or with any non-compliance with the applicable regulations.

Although AC/E, through the awarded contractor team, will be the one to supply and install the furniture and equipment finally approved as items of the construction contract, the awarded restorer is responsible for supervising the installation and assembly works, verifying, informing and subscribing the fulfillment of the stipulated conditions in such a way that the installations fully serve the correct performance of the contracted tasks, for which he is ultimately responsible.

3.2 MANAGEMENT OF COSTS AND REVENUE OF THE ACTIVITY

- a) EXPENDITURE OF THE ACTIVITY: The contractor shall be responsible for every contract, expenses, payments, hiring of staff, imports, and any other liability derived from the activity executed in its own behalf with their "Commercial license" and "Tax Registration Number- TRN" in Dubai.

b) REVENUE GENERATED: According to Expo 2020 Dubai Regulation, Points of Sale (implementing the software established by Expo Organizer "Retail-in-a-Box POS-Point-of-sale-system") will be linked to the "Commercial License" of the Spanish Pavilion (AC/E) and to the "Tax Registration Number- TRN" of the pavilion in Dubai. As the contractor cannot collect the revenue on its own behalf, the Pavilion of Spain will issue the sales invoices and tickets, and will deposit the payments received (in cash, by card or wire transfer) in the bank account of the Spanish Pavilion.

At the same time, the contractor, on a weekly basis, will issue an invoice to the Spanish Pavilion for the sales revenue collected and the Spanish Pavilion will pay the contractor the invoices within a week, once the invoice has been approved. For those payments received via wire transfer, the contractor must request the payment within the 15 days from the date of invoice. The Spanish Pavilion will transfer the due amount to the contractor once the funds have been received in the bank account of the pavilion. The contractor shall be liable for managing the entire process (issuing invoices, tickets and control of payments) in compliance with the regulation and operation of Expo 2020 Dubai and undertaking on its own behalf any cost derived therefrom. Invoices shall be issued in AED and shall comply with the specifications established by the Tax Regulation in UAE.

3.3. ROYALTY FEES AND UTILITIES CONSUMPTION

The contractor shall be liable for the payment of a royalty fee for the operation, which will be calculated from the total sales revenue, excluding VAT or any other taxes, as follows:

. Royalty fee stipulated by Expo Organizer, in accordance with the regulation issued by the mentioned organization, which corresponds to the 8% of the sales revenue, not including VAT or any other taxes. Expo Organizer will issue an invoice to the Spanish Pavilion, which in turn will issue an invoice to the contractor for the same amount to be paid within 15 days from the date of issue.

. Royalty fee for the Spanish Pavilion (AC/E) on the total sales revenue, not including VAT or any other taxes. The contractor shall pay AC/E a minimum of the 3%. If the contractor deems appropriate, the bid submitted shall include any increase of this percentage. The Spanish Pavilion will issue within the first 15 days of each month to the contractor the invoices corresponding to the settlement of the previous month, which shall be paid within a maximum of 15 days from the date of the invoice.

Furthermore, the Spanish Pavilion (AC/E) will charge the contractor the amount for the consumption of the utilities used in the areas designated for food and beverage (water, electricity, Air Conditioning, waste management and any other). These consumptions will be charged according to the criterium of area and power, or similar, used. The Spanish Pavilion will issue the invoices to the contractor to be paid within a maximum of 15 days from the date of issue. Invoices shall be issued in AED and shall comply with the specifications established by the Tax Regulation in UAE.

3.4 FINANCIAL AUDIT

The Spanish Pavilion (AC/E) reserves the right to make any financial audit deemed necessary to control the invoicing, accountancy, costs and revenue, operating systems, sponsorship and royalties.

Madrid, 15th October 2019.

Eduardo Fernández Palomares
Financial Director

ANNEX
STATEMENT OF BELONGING TO A GROUP

_____, of legal age, with DNI/Passport No. _____, in the name and on behalf of _____, CIF [tax code] _____, whose details for the purpose of communications are ADDRESS: _____ (Street, avenue, etc.) (No.) (Province) (Postcode) TEL: _____ Fax _____ E-mail: _____

DECLARES, under its responsibility and before the procurement body,

- DOES NOT APPLY
 APPLIES

It belongs to a Group of Companies (attached is a list of companies that make up the Group), and that of the companies in it:

- NONE intends, either individually or in the joint venture, to bid in the tender process for contracting _____

- INTENDS to bid in the tender process for contracting of _____ the following:

1. _____

2. _____

(In case of a joint venture, a copy this Annex must be submitted for each of its components)

_____, _____
(Place) (Date)

(Signature)

In accordance with current data protection regulation, we inform you that the data you provide in the bid presented will be used solely by AC/E for the purposes stipulated in the contracting procedure, and if its bid is successful, for the purposes of correct compliance with the contract. No data shall be assigned to third parties unless necessary for the performance of the contract, due to legal obligation, public interest or the legitimate interests of AC/E that prevail over the rights and freedoms of the interested party. You may exercise the rights of Access, Rectification, Deletion, Objection and other rights by submitting a document to AC/E, calle José Abascal, 4-4ªB (28003) Madrid or through the e-mail Info@accioncultural.es, providing a photocopy of the DNI or other ID. You may contact our Data Protection Officer through dpo@castaneda-abogados.com.