

TENDER SPECIFICATIONS TO RULE THE FRAMEWORK AGREEMENT FOR THE SUPPLY OF SPARE PARTS FOR SINGLE-ENGINE AND TWIN-ENGINE BEECHCRAFT FLEETS (BONANZA F33A AND BEECHCRAFT BARON B55) MANAGED BY SENASA

1. DEFINITION OF THE OBJECT OF THE FRAMEWORK AGREEMENT, REQUIREMENTS TO BE MET AND CODIFICATION

OBJECT OF THE FRAMEWORK AGREEMENT: The purpose of this framework agreement is to supply the spare material of any component or element of the standard or optional specific equipment necessary for the **SINGLE-ENGINE AND TWIN-ENGINE BEECHCRAFT FLEETS (BONANZA F33A AND BEECHCRAFT BARON B55)** fleets, necessary to carry out the maintenance tasks in the Approved Maintenance Organization Part 145 of SENASA and within the scope approved by the Aviation Authority.

SENASA currently manages eight aircraft in operational status of the **SINGLE-ENGINE AND TWIN-ENGINE BEECHCRAFT FLEETS (BONANZA F33A AND BEECHCRAFT BARON B55)** fleets, although this figure could vary, and there is no commitment on the part of SENASA to maintain a certain number of aircraft in operational status during the term of the framework agreement.

It is within the object of the contract, both the supply of new spare part material and under the modality of exchange and outright.

Notwithstanding the foregoing, the following groups of spare parts are excluded from the object of these specifications:

- Standard replacement according to what is indicated in the EASA M.A.501 regulations.
- Engine, engine accessories, spare parts for the engine and engine accessories, according to the reference documentation of the manufacturer CONTINENTAL. The reference documentation of this manufacturer consists of the documentation included in CONTINENTAL's website, affecting the BEECHCRAFT BONANZA F33A and BEECHCRAFT BARON 95-B55 fleets.
- Propeller, propeller accessories, spare parts for propeller parts and propeller accessories, according to the reference documentation of the manufacturers MCAULEY and HARTZELL. The reference documentation of these manufacturers is composed of the documentation included in their websites affecting the BEECHCRAFT BONANZA F33A and BEECHCRAFT BARON 95-B55 fleets.
- Magnetos and spare parts of magnetos according to the reference documentation of the manufacturers CONTINENTAL and CHAMPION. This reference documentation consists of the documentation included in the websites of CONTINENTAL and CHAMPION affecting the magnetos installable in the BEECHCRAFT BONANZA F33A and BEECHCRAFT BARON 95-B55 fleets.

- Avionics equipment and spare parts of the avionics equipment installed in each of the aircraft that make up the BEEHCRAFT BONANZA F33A and BEEHCRAFT BARON 95-B55 fleets.

Likewise, transportation and customs costs are excluded from the object of the contract and will be paid by SENASA.

Sections 11 and 15 of these specifications detail the conditions that will govern the provision of supplies, as well as the technical specifications that must be met by the goods to be supplied.

NEEDS TO BE SATISFIED: The object of this framework agreement is to guarantee the supply of spare parts to carry out the maintenance works of the Approved Maintenance Organization Part 145 of SENASA (approved number ES.145.074), on the 8 aircraft supported by itself of the BEEHCRAFT single-engine and twin-engine (BONANZA F33A and BEEHCRAFT BARON 95-B55) fleets.

Spare parts are necessary, both for scheduled maintenance tasks and for unscheduled or corrective maintenance tasks:

- The **scheduled tasks** to be performed on each of the aircraft are described in the maintenance program approved by the aviation authority for each of the aircraft in most cases, although tasks can also be performed to comply with the aeronautical regulation that governs the operation of aircraft or to comply with a European directive on airworthiness.

In all cases, the scheduled tasks are entrusted to the Maintenance Organization by the client/operator of each of the aircraft, either by means of a work order of the CAMO Organization approved for each aircraft, or directly by means of a work order of the client/operator if a CAMO organization is not contracted.

- The **unscheduled or corrective maintenance tasks** are the result of anomalies or malfunctions in the systems, elements or parts of the aircraft detected during the operation. The object of the execution of the unscheduled tasks is to return the aircraft to an airworthy state, by means of the correction of the anomalies detected.

LOTS (art. 99 and 116.4 LCSP): The spare parts covered by the present framework agreement correspond to the fleets of the two single-engine and twin-engine aircraft models of the BEEHCRAFT manufacturer supported by the Approved Maintenance Organization Part 145 of SENASA. These are homogeneous components, which do not constitute an independent functional unit, nor are they configured as a sufficiently differentiated provision to represent a substantivity that allows their separate acquisition (Article 99.3.b) of Law 9/2017, of November 8, on Public Sector Contracts, hereinafter LCSP).

CPV CODE (Regulation (EC) No 213/2008 of the Commission of 28 November 2007):
34731000-0 Parts for aircraft.

2. CONTRACTING ENTITY AND CONTRACTING BODY DATA

The contracting entity is SERVICIOS Y ESTUDIOS PARA LA NAVEGACIÓN AÉREA Y LA SEGURIDAD AERONÁUTICA S.M.E. M.P. S.A. (SENASA), located at Avenida de la Hispanidad 12 - 28042 Madrid.

The contracting body is the Board of Directors of SENASA, with delegation to the President and the Director of Air Navigation and Operations in solidarity.

The profile of the contracting body can be found in the Public Sector Contracting Platform, through the following Internet address:

https://contrataciondelestado.es/wps/portal/!ut/p/b0/04_Sj9CPykyssy0xPLMnMz0vMAfljU1JTC3ly87KtCIKL0jJznPPzSooSSxLzSIL1w_Wj9KMyU5wK9COzzSoLSrUDE4MtfG31C3JzHQFxtO5r

The management unit for the contract shall be the Directorate of Air Navigation and Operations.

3. NATURE OF THE FRAMEWORK AGREEMENT, APPLICABLE LEGAL SYSTEM AND DOCUMENTS OF CONTRACTUAL NATURE

The present framework agreement is articulated as a system for the technical rationalization of contracting activities, by means of which the conditions are specified for the contracting of supplies of spare material of any component or element of the specific standard or optional equipment necessary for the **BEEHCRAFT single-engine and twin-engine (BONANZA F33A and BEEHCRAFT BARON 95-B55)** fleets, necessary to carry out maintenance tasks in the Approved Maintenance Organization Part 145 of SENASA, as provided in articles 218 et seq. of the LCSP.

This framework agreement, as a system of technical rationalization, will include the determination of the companies awarded with the framework agreement, as well as the general conditions for the supplies and basic terms that the contracts based on the framework agreement will have to be adjusted to. It is a framework agreement not subject to harmonized regulation, which does not have all of its terms defined.

The framework agreement and the based contracts will be governed by these specifications, by Law 9/2017, of November 8, on Public Sector Contracts, by which the Directives Council 2014/23/EU and 2014/24/EU, of February 26, 2014, of the European Parliament and of the European Parliament, are transposed into the Spanish legal system and, as far as it is not opposed, by the General Regulation of the Public Sector Contracts Law (hereinafter RGLCAP), approved by Royal Decree 1098/2001, of October 12. In addition, the other rules of administrative law and, in their absence, the rules of private law will apply.

The framework agreement and the contracts arisen from it will be private and will be governed by the present bid specifications, the document of formalization of the framework agreement, the tender documents of the respective based contracts and the bids submitted.

4. DURATION OF THE FRAMEWORK AGREEMENT

The framework agreement will have a duration of 12 months, counting from the date established in the formalization document. The possibility of extension is not admitted.

The term (validity period) of the framework agreement defines the term within which the contracts based on it may be awarded.

5. ESTIMATED VALUE OF THE FRAMEWORK AGREEMENT

The estimated value of the framework agreement is two hundred and twenty thousand euros (220,000 €), excluding the Value Added Tax or equivalent indirect taxes.

This amount represents the estimated maximum value of the set of contracts that can be made during the total duration of the framework agreement, excluding the Value Added Tax or equivalent indirect taxes.

The calculation of the estimated value of the contract has been made on a flat-rate basis. The indicated figure is purely indicative and not binding. Consequently, there is no obligation for SENASA to acquire a determined volume.

6. GOODS TO BE SUPPLIED, PRICE AND DEADLINE

GOODS TO BE SUPPLIED: The characteristics of the goods to be supplied within the scope of this framework agreement are detailed in section 15 of these specifications.

PRICE OF THE GOODS: The prices of the goods offered by the companies in the based contracts will include all the expenses related to the delivery of the goods, with the exception of the transport and the customs expenses.

Offers expressed in euros and dollars will be accepted, taking as a reference to estimate the award price the official exchange rate of the Bank of Spain on the day that each contract is awarded. This price will be an estimate, since the exchange rate actually applied will be the one used by the bank when making the payment.

DEADLINE FOR DELIVERY: The maximum delivery time of the goods will be based on whether the spare parts are ordinary or for an aircraft in the AOG situation. The delivery period is calculated from the day following the notification of the based contract award to the day in which all the requested material is made available to the carrier to be sent:

- For ordinary spare parts: maximum 7 calendar days.

- For spare parts of aircraft in the AOG situation: 2 calendar days.

When the delivery period is one of the awarding criteria for based contracts, the contracts will include the one offered by the successful bidder.

In their bids for based contracts, companies may not propose a delivery period exceeding the one established in this section, being excluded from the tender if they do so. In case the delivery period is not specified, the maximum periods established in this section shall be of application.

In the event that it is not possible to have stock of any of the parts requested within the maximum periods established in this section for all the winners of the framework agreement, SENASA may establish another specific deadline for that spare part, which will be duly communicated to the winners of the framework agreement.

7. APTITUDE CONDITIONS TO CONTRACT WITH THE PUBLIC SECTOR

CAPACITY AND PROHIBITIONS TO CONTRACT: Individuals or legal entities, Spanish or foreign, individually or in temporary union, who meet the requirements established in articles 65 to 70 of LCSP, may participate for the award of this contract, provided that they are not subject to any of the prohibitions set forth in article 71 of the aforementioned law.

ECONOMIC AND FINANCIAL SOLVENCY: Tenderers must have an adequate turnover for the execution of the contracts based on this framework agreement. The annual turnover in each of the last three years must be equal to or greater than the estimated value of the contract, this is 220,000 €.

PROFESSIONAL OR TECHNICAL SOLVENCY:

Tenderers must have experience in the provision of supplies that are of the same or similar nature as those that are the subject of the framework agreement.

The value of the supplies related to the object of the contract made in the last five years shall be equal to or greater than the estimated value of the contract, this is 220,000 €.

DOCUMENTATION AND COMPLEMENTARY INFORMATION TO SUBMIT: It is required to have an equality plan, in case of being a company with more than 250 workers, in accordance with the provisions of art. 45 of the Organic Law 3/2007, of March 22, for the effective equality of women and men (or equivalent in the case of foreign companies).

8. PROCEDURE FOR THE CELEBRATION OF THE FRAMEWORK AGREEMENT

The presentation of bids will be made through the Public Sector Contracting Platform. A single electronic envelope will be presented, which will be identified as follows:

The celebration of the framework agreement will be made through an open procedure, in accordance with the provisions of article 156 and following of the LCSP, with ordinary processing.

The companies that certify the aptitude conditions to contract with the public sector established in section 7 of these specifications will be awarded the framework agreement. The awarding criteria for the based contracts are set forth in section 11.2 of these specifications.

9. PRESENTATION OF OFFERS FOR THE FRAMEWORK AGREEMENT

The presentation of bids will be made through the Public Sector Contracting Platform. A single electronic envelope will be presented, which will be identified as follows:

<p>ELECTRONIC ENVELOPE NO. 1</p> <p><u>TENDER DOCUMENTATION FOR THE FRAMEWORK AGREEMENT</u></p> <p>File No: DSO/922/2018</p> <p>Title: FRAMEWORK AGREEMENT FOR THE SUPPLY OF SPARE PARTS FOR THE BEEHCRAFT SINGLE-ENGINE AND TWIN-ENGINE (BONANZA F33A AND BEEHCRAFT BARON 95-B55) FLEETS MANAGED BY SENASA</p> <p>BIDDER'S IDENTIFICATION:</p> <p>Company name of the bidder:</p> <p>VAT number:</p> <p>Post address:.....</p> <p>Phone number:.....</p> <p>Email address for notification purposes:.....</p> <p>Signatures of the bidder or representatives with power to bid:</p>

ELECTRONIC ENVELOPE No. 1 will contain the following documentation:

1.- The responsible declaration referred to in letter c of number 4 of **Article 159 LCSP**, written in accordance with the model set out in **Annex I** to this document, dated and duly signed by a person with sufficient power. This declaration may be replaced by the **Standard Form of the European Single Procurement Document (ESPD)**.

The documentation proving the previous requirements for the contracting will be required at any time of the tender and, in any case, to the winning companies for the formalization of the framework agreement.

For the accreditation of the previous requirements for contracting, the bidding company may present the certificate of registration in the **Official Registry of Bidders and Classified Companies of the Public Sector (ROLECE)** or in a national database of a Member State of the European Union, such as a company's virtual file, an electronic document storage system or a prequalification system, if these are accessible free of charge to contracting bodies.

2.- **Foreign companies**, in cases where the contract is to be executed in Spain, must submit to the jurisdiction of the Spanish courts and tribunals of any order, for all incidents that may arise directly or indirectly from the contract, with resignation, in its case, to the foreign jurisdiction that may correspond to the bidder.

3.- In the case of foreign companies with a signature not recognized by the validation platform @firma, the presentation of the envelope without electronic signature will be allowed, and the documentation must be signed in handwritten form and the representative capacity of the signatory must be accredited later.

10. AWARD AND FORMALIZATION OF THE FRAMEWORK AGREEMENT

The contracting body will award the framework agreement to the selected bidders, a decision which will be notified to the participants in the tender and will be published simultaneously in SENASA's contracting profile. The notification of the award will be made through the Public Sector Contracting Platform.

Bidding may not be declared void when there is an offer or proposal that is admissible, according to the criteria contained in the bidding specifications.

The framework agreement will be perfected with its formalization, in a private document with the awarded companies, once the period of fifteen business days has elapsed since the notification of the awarding decision to the bidders, if an appeal had not been filed leading to the suspension of the award of the framework agreement or if the suspension had been lifted.

Once the foregoing has been accomplished, the contracting body will require the successful bidders to formalize the framework agreement within a maximum period of five days, starting from the day following the one in which the request was received from SENASA.

The conclusion of the framework agreement will be published in the Public Sector Contracting Platform.

11. CONTRACTS BASED ON THE FRAMEWORK AGREEMENT

11.1 Contracting Body

The contracting Body for the based agreements will be determined according to the amount thereof, in accordance with the rules established in the Public Procurement Procedure of SENASA.

11.2 Criteria for the awarding of contracts based on the framework agreement

Since the framework agreement is concluded with several bidders and, initially, not all the terms are established therein, the awarding of the based contracts will be carried out by calling the parties to a new tender.

For each tender for spare parts that SENASA carries out, they will be awarded by type of spare part, in accordance with the award criteria established for each tender. Each contract will accordingly derive as many based contracts as successful bidders result from it.

For the evaluation of the bids submitted for the tender of a contract based on the framework agreement, in any case, the offered price will represent at least 70% of the total score. In addition to the price, all or any of the following criteria may be considered:

- Delivery time.
- Warranty period.

The use of all or some of the aforementioned award criteria will be made according to the specific characteristics of each contract.

11.3 Presentation of the bids for the contracts based on the framework agreement

All the companies awarded with the framework agreement will be included in the tenders for contracts based on the framework agreement.

Whenever SENASA needs to acquire spare parts for the BEEHCRAFT single-engine and twin-engine (BONANZA F33A and BEEHCRAFT BARON 95-B55) fleets, it will send a request for bids by electronic means to all the companies awarded with the framework agreement. In this request, at least the list of requested spare parts, the type of order (ordinary spare parts/AOG spare parts), the name of the spare part, the part number and the required quantity by part number will be indicated.

The winning companies will send their bids, within the period indicated below, by electronic means, with the following content:

- Relation of the spare part offered.
- If the spare part is available in stock or the period of time necessary to have the spare part in stock ready to be shipped.
- If the spare part is in new or used condition.
- Life limit (if applicable).
- The part number, description and quantity of the spare part.
- Price of the spare part per unit.
- Warranty period of the spare part

The requirements for a bid to be considered **valid** are the following:

- It must be submitted within the following deadlines:
 - For ordinary spare parts: maximum of 72 hours from the issuance of the bid request.
 - For spare parts of aircraft in AOG situation: maximum of 12 hours from the issuance of the bid request.
- It must meet the delivery deadlines provided in section 6 of these specifications:
 - For ordinary spare parts: maximum of 7 calendar days.
 - For spare parts of aircraft in AOG situation: maximum of 2 calendar days.

Notwithstanding the foregoing, in the event that it is not possible to have stock of any of the parts requested within the maximum terms established for all the winners of the framework agreement, SENASA may establish another specific maximum term for that spare part, which will be duly communicated to the winners of the framework agreement.

The companies awarded the framework agreement must necessarily participate in the bids for contracts based on the framework agreement. In case of not having any piece available, they shall indicate it expressly in their offer.

11.4 Award of the contracts based on the framework agreement

Once the evaluation of the bids has been made, according to the criteria established for each contract based on the framework agreement, the award proposal will be sent to the Contracting Body which, after carrying out the appropriate checks, will proceed to issue the award agreement, in its case.

Contracts based on this framework agreement shall be considered as perfected upon notification of the corresponding award, which shall include an order form with the following content:

- Relation of the ordered spare part.
- Part number, description, and quantity of the part.

- Price per unit.
- Delivery address for the order.

11.5 Reception of the contracts based on the framework agreement

The goods that are acquired through contracts based on the framework agreement must be delivered at the place designated by the contracting body.

Upon receipt of the supply, a check shall be made to ensure that the part received corresponds to the one offered, the correct condition and packaging of the part and that it is accompanied by the necessary documentation in accordance with section 15 of these specifications.

The verification of the delivery will require from SENASA a formal and positive act of reception or compliance. If the result of the check is not satisfactory for any part, it will be returned to the supplier at its cost and the cause of the return will be justified.

11.6 Execution of the contracts based on the framework agreement

The execution of contracts based on this framework agreement will be carried out at the risk and venture of the contractors subject to the conditions established in the contracts based on the framework agreement, in these specifications and in the offers of the awarded company/s, following the instructions given by the contracting body for its interpretation.

The based contracts will be considered fulfilled by the contractor when it has performed, in accordance with the terms of the framework agreement and to the satisfaction of SENASA, the delivery of the totality of the supplies.

12. **WARRANTY PERIOD OF THE BASED CONTRACTS**

Once the reception or compliance has been made, the warranty period for the goods will begin. It is required to offer warranty period, for the new spare parts supplied, of 6 months beginning in the date of receipt for any deterioration that may be suffered. For spare parts in a different condition to new, the awardee will indicate the warranty period offered.

However, in the event that the awardee does not provide warranty for any new part for this period of 6 months, the awardee must notify it in writing in the bid, indicating the offered warranty period. This exception will only be admitted for a percentage of pieces per offer lower than 90% for each tender to which it is submitted.

If, during the aforementioned period, SENASA accredits the existence of faults or defects in the acquired property, the awardee shall carry out the replacement of those that were inadequate or repair them if this were sufficient.

Likewise, the bidding companies must guarantee the delivery of new spare parts with a life limit by calendar with a minimum stock of more than 90%.

13. PAYMENT SCHEME

The awarded bidder shall issue an invoice for each based contract, provided that the supply has been considered by SENASA as compliant. The date of the invoice will necessarily be subsequent to the date of delivery of the totality of the order it arises from.

The invoices will be submitted to the Maintenance and Operations Unit of SENASA, telematically, through following email address: account145@senasa.es.

The price will be paid by SENASA, via bank transfer, with a maximum payment deadline of thirty (30) days from the date of the compliance verification of the invoices by SENASA. Notwithstanding the foregoing, the payment dates will be only days 10 and 25 of each month.

14. CONDITIONS OF EXECUTION

The following are established as special conditions of execution:

- The timely payment of salaries and the application of salary conditions derived from collective agreements.
- Execution of the contract with strict compliance with the regulations on prevention of occupational risks.

No special essential conditions of execution are established.

15. TECHNICAL SPECIFICATIONS OF THE SUPPLY

The aim of this framework agreement is to supply the spare material of any component or element of the specific standard or optional equipment required for the **BEEHCRAFT single-engine and twin-engine (BONANZA F33A and BEEHCRAFT BARON 95-B55)** fleets, necessary to perform the maintenance tasks in the Approved Maintenance Organization Part 145 of SENASA and within the scope approved by the Aeronautical Authority (currently 8 aircraft).

The spare parts to be supplied will be those included in the reference documentation published by the holder of the aircraft type certificate or any of its modifications. For these purposes, the

This is an English courtesy translation of the original documentation prepared in Spanish language. Please consider that only the original version in Spanish language has legal value.

reference documentation of the aircraft is composed of the IPC, AMM, AFM, POH, SB, SL, etc. of each aircraft model, issued by the manufacturer or by the owner of the type certificate of the aircraft.

The spare parts groups indicated in section 1 of these specifications are excluded from the purpose of the contract.

The spare parts, components or elements supplied (either new or repaired, in the condition of outright or Exchange, according to the needs of SENASA and the availability of the supplier) must be original and have the necessary documented and individualized certifications, in order to be installed in aircraft with a certificate of airworthiness issued in accordance with European regulations.

It is within the object of the contract, both the supply of new replacement material, and under the modality of exchange and outright.

The bidding companies will accept that, in case of being awarded the framework agreement, the staff of the Part 145 Organization visits and audits their facilities to verify compliance with the standards required by the European regulations for the storage of aeronautical products.

The bidding companies shall have a 24-hour customer service telephone number available, which will be provided to SENASA for any need that might arise.

16. PERSONAL DATA PROTECTION

In accordance with the provisions of Additional Provision Twenty-Fifth of the LCSP, the contracts referred to in these Terms and Conditions that involve the processing of personal data must comply with Organic Law 15/1999, of December 13, on Protection of Personal Data and its development regulations, and Regulation 679/2016, of April 27, 2016 relating to the protection of individuals with regard to the processing of personal data and the free circulation of these data (RGPD).

In the event that the contract involves the access of the contractor to personal data whose processing is responsibility of the contracting entity, the latter will assume the obligations set forth in numbers 2 and 3 of the Fifth Additional Provision of LCSP and additionally, such treatments must be classified through records of activity treatment in accordance with the provisions of article 30 of RGPD and the correct execution of said process will be guaranteed, adopting the necessary technical and organizational measures to guarantee the security of the personal data (Article 32 of RGPD).

17. CONTACT DATA

The electronic tender is available through the SENASA Contracting Profile in the Public Sector Contracting Platform:

https://contrataciondelestado.es/wps/portal!/ut/p/b0/04_Sj9CPykssy0xPLMnMz0vMAfljU1JTC3ly87KtCIKL0jJznPPzSooSSxLzSIL1w_Wj9KMyU5wK9COzzSoLSrUDE4MtfG31C3JzHQFxtO5r/

Likewise, you can contact SENASA on the following email address:

contratacion@senasa.es

ANNEX I

MODEL OF RESPONSIBLE DECLARATION ¹

Mr/Mrs., with ID/Passport no..... in his/her own name or on behalf of the company, with VAT no., with address in

DECLARES

First: That he/she knows and accepts all the provisions of these specifications.

Second: The himself/herself and the Company he/she represents meet the requirements and capacity to act sufficient to contract with SENASA.

Third: That, in general, is not included in any of the causes of disability and incompatibility provided in Law 9/2017, of November 8, Public Sector Contracts, and its Management Bodies do not include any of the persons referred to in Law 3/2015, of March 30, on the regulation of conflicts of interest of the members of the Government and of the High Posts of the General State Administration.

Forth: That it is up to date with tax and Social Security obligations (or equivalent obligations in their country of origin for foreign companies).

Fifth: That it holds sufficient economic and financial solvency to carry out the purpose of this tender.

Sixth: That it holds the necessary qualifications and authorizations for the exercise of its activities.

Seventh: That it guarantees that, both its personnel and the activity to be carried out, comply at all times with the current Law on Occupational Risks Prevention, and that it has implemented an occupational risk prevention system in accordance with this Law.

Eight: That it has a civil liability insurance policy (if applicable).

Ninth: That, in case of being a company with more than 250 workers, it has developed and applied an equality plan according to Art. 45 of the Organic Law 3/2007, of March 22, for the effective equality of women and men (or equivalent regulations in their country of origin for foreign companies).

Tenth: That, in case of being a foreign companies, it is submitted to the Spanish jurisdiction.

Date and signature of the bidder

¹ This declaration may be replaced by the **Standard Form of the European Single Procurement Document (ESPD)**.