SPECIFIC ADMINISTRATIVE AND TECHNICAL SPECIFICATIONS DOCUMENT

Contents

The submission of bids shall constitute unconditional acceptance of all the terms and conditions set out in this Tender Specifications Document, without any exception or reservation; any bidder who includes in their bids any condition that alters the established framework shall be excluded from the procedure.

I. GENERAL FEATURES

1. Contracting entity.

Contracting entity	Sociedad Estatal de Correos y Telégrafos, S.A., S.M.E.
Contracting body	Board of Directors or delegate body
Directorate/Sub-directorate responsible for UGC requirement	Directorate of Operations Sub-Directorate of International Business Operations
Procurement profile	https://www.correos.com/perfil-contratante/
Contact address	C/Conde de Peñalver,19 Bis. 28006, Madrid.
Contract Manager	Directorate of Operations
	Sub-directorate of International Business Operations / Operational Development Area
	transporte.internacional@correos.com

2. Purpose of the contract.

Framework Agreement on the Procurement of International Air Mail Transport Services.

This Framework Agreement relates to the procurement of international air mail transport services which will be set out in detail in each of the contract tenders issued and awarded, as described in Annex I, for the services described below:

Description	Procurement of international air mail transport services required between Exchange Offices or Correos facilities in Spain and the offices or facilities at international airports of the destination operators, through the selection of suppliers (airlines, GSAs, logistics operators, freight forwarders, transport agents or others). This Specifications Document describes the conditions of the Framework Agreement under which the Successful Bidder shall provide its services to Sociedad Estatal Correos y Telégrafos S.A., S.M.E. (hereinafter 'Correos') from the point of origin to the international destination or transit point, in accordance with the applicable rates and the estimated volumes of mail to be tendered in each contract, based on both scheduled passenger flights and dedicated cargo or charter flights.

	Once the Framework Agreement has been formalised, based contracts can only be awarded and concluded with the companies considered as eligible. The performance of the contracts shall be subject to the terms and conditions set out in this Specifications document.
CPV Code:	6040000-2 Air transport services
Lots	☒ YES (See Annex II) Lot 1: Priority postal routes (with or without a guaranteed delivery time). Lot 2: SAL (Surface Airlifted) mail routes, non-priority.

Contracts based on this Framework Agreement may not contain provisions that establish rights and obligations for the parties other than those set out in the specifications documents.

Such rights and obligations shall be specified, where applicable, in accordance with the Successful Bidder's proposal or shall be as set out in the contract award decision, in accordance with the proceedings as established in Article 53.2 of Royal Decree-Law 3/2020 of 4 February, on urgent measures incorporating into Spanish law various European Union directives in the field of public procurement in certain sectors; private insurance; pension plans and funds; taxation; and tax litigation.

3. Duration of the agreement

The FRAMEWORK AGREEMENT shall be implemented in accordance with the terms, deadlines and timeframes set out below:

	Quantity	Unit of time	Calculation
Initial Term	4	☒ years	☒ day after the signing of the contract of adherence to the Framework Agreement
Extendable	YES ☒ NO ☐		

4. Financial aspects of the Framework Agreement.

For the purposes set out in Article 4.13 of Royal Decree 3/2020, the calculation of the estimated value of this Framework Agreement shall take into account the maximum estimated value, excluding VAT, of all based contracts covered during the total duration of the Framework Agreement, including any amendments.

The FRAMEWORK AGREEMENT does not provide for extensions, but it does allow for amendments.

Provision is made for the possibility of amending (upwards or downwards) contracts based on it, provided that this does not entail any substantial changes to the provisions of the Framework Agreement itself. In any case, this amendment may not entail the establishment of new unit prices not foreseen in the contract.

The estimated value does not constitute a firm commitment to expenditure on the part of the contracting entity, as the contracts will be awarded on the basis of real requirements at any given time.

The estimated value of this Framework Agreement for international air transport is set at **FIFTY MILLION SIX HUNDRED AND EIGHTY-SEVEN THOUSAND AND SEVENTY EUROS (€50,687,070.00)**, excluding VAT or equivalent indirect tax, including any amendments to the based contracts (up to 20% of the contract value). This Framework Agreement does not include any extension.

It breaks down as follows:

TENDER SUM (excluding tax)	**AMENDMENTS (20%)**	**ESTIMATED VALUE**
€ 42,239,225.00	€ 8,447,845.00	**€ 50,687,070.00**

The estimated contract value for each lot is:

LOT 1 - PRIORITY POST

TENDER SUM (excluding tax)	**AMENDMENTS (20%)**	**ESTIMATED VALUE**
€ 32,524,203.25	€ 6,504,840.65	€ 39,029,043.90

LOT 2 - SAL MAIL (NON-PRIORITY)

TENDER SUM (excluding tax)	**AMENDMENTS (20%)**	**ESTIMATED VALUE**
€ 9,715,021.75	€ 1,943,004.35	€ 11,658,026.10

The base tender budget for the four (4) years' duration of the International Air Transport Framework Agreement amounts to **FIFTY-ONE MILLION ONE HUNDRED AND NINE THOUSAND FOUR HUNDRED AND SIXTY-TWO EUROS AND TWENTY-FIVE CENTS (€51,109,462.25),** including VAT or equivalent indirect tax, broken down as follows:

- Taxable base: FORTY-TWO MILLION TWO HUNDRED AND THIRTY-NINE THOUSAND TWO HUNDRED AND TWENTY-FIVE EUROS **(€42,239,225.00).**

- VAT or equivalent indirect tax: EIGHT MILLION EIGHT HUNDRED AND SEVENTY THOUSAND TWO HUNDRED AND THIRTY-SEVEN EUROS AND TWENTY-FIVE CENTS **(€8,870,237.25)**

The sums of the Framework Agreement shall be as set out below:

ESTIMATED CONTRACT VALUE	**€50,687,070.00**	Fifty million six hundred and eighty-seven thousand and seventy euros, in accordance with the calculation method specified in Annex III			
Basic tender budget	**€51,109,462.25**	VAT/equivalent tax.			**€8,870,237.25**
Per year (including VAT or equivalent indirect tax)	2027	2028	2029	2030	Total
	€11,858,000.00	€12,450,900.00	€13,073,445.00	€13,727,117.25	**€51,109,462.25**

The breakdown of the contract sums for each of the lots is as follows:

LOT 1 (Taxable base €32,524,203.25)

Estimated contract value	**€39,029,043.90**	Thirty-nine million twenty-nine thousand forty-three euros and ninety cents, in accordance with the calculation method specified in Annex III			
Basic tender budget	**€39,354,285.93**	VAT/equivalent tax.			**€ 6,830,082.68**
Per year (including VAT or equivalent indirect tax)	2027	2028	2029	2030	Total
	€ 9,130,660.00	€ 9,587,193.00	€ 10,066,552.65	€ 10,569,880.28	**€ 39,354,285.93**

Lot 2 (Taxable base €9,715,021.75)

Estimated contract value	**€ 11,658,026.10**	Eleven million six hundred and fifty-eight thousand twenty-six euros and ten cents, in accordance with the calculation method specified in Annex III			
Basic tender budget	**€ 11,755,176.32**	VAT/equivalent tax.			**€ 2,040,154.57**
Per year (including VAT or equivalent indirect tax)	2027	2028	2029	2030	Total
	€ 2,727,340.00	€ 2,863,707.00	€ 3,006,892.35	€ 3,157,236.97	**€ 11,755,176.32**

ALL LOTS

Priority Mail Routes + SAL Mail Routes (Non-priority)

Per year	Direct cost		Indirect costs (25%)	General costs (15%)	Industrial profit (5%)	Base tender price (excluding VAT or any other equivalent indirect tax)	VAT or equivalent indirect tax (€)	Total (€)
	Personal costs (33%)	Others (22%)						
2027	€3,234,000.00	€ 2,156,000.00	€ 2,450,000.00	€ 1,470,000.00	€ 490,000.00	€ 9,800,000.00	€ 2,058,000.00	€ 11,858,000.00
2028	€3,395,700.00	€ 2,263,800.00	€ 2,572,500.00	€ 1,543,500.00	€ 514,500.00	€ 10,290,000.00	€ 2,160,900.00	€ 12,450,900.00
2029	€3,565,485.00	€ 2,376,990.00	€ 2,701,125.00	€ 1,620,675.00	€ 540,225.00	€ 10,804,500.00	€ 2,268,945.00	€ 13,073,445.00
2030	€3,743,759.25	€ 2,495,839.50	€ 2,836,181.25	€ 1,701,708.75	€ 567,236.25	€ 11,344,725.00	€ 2,382,392.25	€ 13,727,117.25
TOTAL	**€ 13,938,944.25**	**€ 9,292,629.50**	**€ 10,559,806.25**	**€ 6,335,883.75**	**€ 2,111,961.25**	**€ 42,239,225.00**	**€ 8,870,237.25**	**€ 51,109,462.25**

LOT 1

Priority mail routes

Per year	Direct cost		Indirect costs (25%)	General costs (15%)	Industrial profit (5%)	Base tender price (excluding VAT or any other equivalent indirect tax)	VAT or equivalent indirect tax (€)	Total (€)
	Personal costs (33%)	Others (22%)						
2027	€2,490,180.00	€ 1,660,120.00	€ 1,886,500.00	€ 1,131,900.00	€ 377,300.00	€ 7,546,000.00	€ 1,584,660.00	€ 9,130,660.00
2028	€2,614,689.00	€ 1,743,126.00	€ 1,980,825.00	€ 1,188,495.00	€ 396,165.00	€ 7,923,300.00	€ 1,663,893.00	€ 9,587,193.00
2029	€2,745,423.45	€ 1,830,282.30	€ 2,079,866.25	€ 1,247,919.75	€ 415,973.25	€ 8,319,465.00	€ 1,747,087.65	€ 10,066,552.65
2030	€2,882,694.62	€ 1,921,796.42	€ 2,183,859.56	€ 1,310,315.74	€ 436,771.91	€ 8,735,438.25	€ 1,834,442.03	€ 10,569,880.28
TOTAL	**€ 10,732,987.07**	**€ 7,155,324.72**	**€ 8,131,050.81**	**€ 4,878,630.49**	**€ 1,626,210.16**	**€ 32,524,203.25**	**€ 6,830,082.68**	**€ 39,354,285.93**

LOT 2

SAL Routes (Non-Priority)

Per year	Direct cost		Indirect costs (25%)	General costs (15%)	Industrial profit (5%)	Base tender price (excluding VAT or any other equivalent indirect tax)	VAT or equivalent indirect tax (€)	Total (€)
	Personal costs (33%)	Others (22%)						
2027	€743,820.00	€ 495,880.00	€ 563,500.00	€ 338,100.00	€ 112,700.00	€ 2,254,000.00	€ 473,340.00	€ 2,727,340.00

2028	€781,011.00	€ 520,674.00	€ 591,675.00	€ 355,005.00	€ 118,335.00	€ 2,366,700.00	€ 497,007.00	€ 2,863,707.00
2029	€820,061.55	€ 546,707.70	€ 621,258.75	€ 372,755.25	€ 124,251.75	€ 2,485,035.00	€ 521,857.35	€ 3,006,892.35
2030	€861,064.63	€ 574,043.09	€ 652,321.69	€ 391,393.01	€ 130,464.34	€ 2,609,286.75	€ 547,950.22	€ 3,157,236.97
TOTAL	**€ 3,205,957.18**	**€ 2,137,304.79**	**€ 2,428,755.44**	**€ 1,457,253.26**	**€ 485,751.09**	**€ 9,715,021.75**	**€ 2,040,154.57**	**€ 11,755,176.32**

In determining the basic tender budget, the current costs of providing the service have been taken into account, including the specific conditions under which it is provided, the operating profit, previous contracts, and an estimate of requirements for the next four (4) years.

The breakdown of costs has been compiled on the basis of information contained in economic forecasts produced by IATA (International Air Transport Association) and WATS (World Air Transport Statistics).

The budget to be used as the basis for the tendering process for each based contract will be that specified in the documentation for each based contract.

5. Amendments provided for in the Framework Agreement.

There is the possibility to amend the Framework Agreement.

6. Correspondence, enquiries and confidential documents.

6.1. Electronic communications and notifications.

Without prejudice to any publicity that may be agreed in respect of specific procedures, communications and notifications to bidders shall be made via the Correos Procurement Platform, using the email address provided by the bidder when registering on that Platform for the purposes of such notifications.

6.2. Resolution of queries relating to the tender.

Any queries or questions regarding the interpretation of the content of this Tender Specifications Document must be submitted via the Correos Procurement Platform; this is the only channel through which they will be dealt with.

Bidders may upload their questions to the Correos Procurement Platform throughout the term of the Framework Agreement.

6.3. Submission of bids by electronic means.

Bids must be submitted by the deadline specified in the contract notice published on the contracting entity's profile.

Bidders must submit their bids, preferably electronically, via the Correos Procurement Platform (https://pcc.correos.es/licitacion/licitaciones) or by using the "Bid Preparation and Submission Tool" made available on that platform (see instructions and recommendations in **Annex VI**).

6.4. Confidential documentation.

When submitting their bids, bidders must expressly indicate which documents (or parts thereof) or data included in the bid are to be regarded as 'confidential'; generic declarations of confidentiality covering all documents or data in the bid will not be accepted. The confidential status must be clearly indicated (by overprinting, in the margin, or in any other clearly identifiable manner) on the document itself, and the reasons justifying this classification must also be stated. Documents or data that have not been expressly designated as such by the bidders shall not be regarded as confidential.

II. ENTRY INTO FORCE OF THE FRAMEWORK AGREEMENT

This document sets out the terms and conditions governing the Framework Agreement, from the announcement and registration/approval of interested operators through to the award of contracts arising from it.

The purpose of this specifications document is therefore to set out the framework agreement throughout all its stages, up to the award of the contract.

7. Announcement of entry into force of the Framework Agreement.

The establishment of a FRAMEWORK AGREEMENT will be announced through the publication of a notice on the Correos Procurement Platform https://pcc.correos.es/licitacion/licitaciones

Applications for participation must comply with the template set out in Annex IV. Bidders should preferably submit their tenders electronically via the Correos Procurement Platform; however, in exceptional circumstances, the systems set out in section 8.3 of this Specifications Document may be used.

8. Conditions of participation.

8.1. Application procedure for participation in the framework agreement

Applications must be submitted using the form set out in Annex IV.

This application for participation must expressly state:

1. that the applicant meets the approved capacity and solvency requirements and the predetermined selection criteria for the provision of the services to be contracted; and

2. that the applicant wishes to adhere to the FRAMEWORK AGREEMENT in order to participate in tenders for contracts arising from this FRAMEWORK AGREEMENT.

Any organisation that, having submitted an application to join, meets the established selection criteria, will become a party to the FRAMEWORK AGREEMENT.

8.2. Minimum requirements

Bidders must meet the following eligibility criteria at the close of the bid submission period and must continue to meet them through the conclusion of the contract:

Professional accreditation	Bidders must hold all authorisations, licences and permits required by current legislation with regard to the services they offer, especially those that enable them to carry out the air transport activity, and staff employed must hold all the qualifications and authorisations necessary for the normal operation of the different means of transport used. They must provide a copy of their Air Operator's Certificate (AOC) or a certificate issued by the relevant airport authorities (IATA, ICAO, AENA, AESA or other relevant equivalent authorisations) proving that they are authorised to operate at airports of origin in Spain, or the relevant equivalent authorisations for carrying out commercial international transport operations, or a sworn statement that the airlines represented or used hold such authorisations. If it is not possible to provide such documentation, Correos may verify and accept as valid, by means of the accreditation or operating authorisation lists published and in force by IATA, AENA, AESA or the relevant airport authority, whether the airlines represented hold such authorisation. In the case of Bidders who are GSAs (General Sales Agents), logistics operators or transit operators, the required documentation may be submitted on behalf of each of the airlines they represent.
Financial solvency	All bidders must provide proof of economic and/or financial solvency by one of the following means: ☒ Annual turnover in the field covered by the contract, based on the best financial year of the last three, amounting to… Lot 1: TWO HUNDRED AND TWENTY THOUSAND EUROS (€225,000.00 EUROS). Lot 2: SEVENTY-FIVE THOUSAND EUROS (€75,000.00). Documentary evidence of adequate economic and financial solvency of the economic operator shall be provided by means of the submission of financial statements approved and deposited in the Companies Register or similar, if the economic operator is registered on that register, and otherwise by those deposited in the official register where they are registered Individual economic operators who are not registered on a Companies Register shall prove their annual turnover by means of their inventory books and financial statements legalised by the Companies Register. Taking out civil liability insurance or similar cover to ensure that cover remains in force throughout the duration of the specific

	contract for any damage caused by the contractor, its staff, subcontractors or suppliers, for a minimum sum of: Lot 1: €225,000.00 Lot 2: €75,000.00 For information on how to provide evidence of these requirements, see Annex V In the case of a tender divided into lots, the financial standing requirement shall apply to each lot.
Technical or professional competence	Technical or professional competence shall be demonstrated by having carried out air freight transport of the same or a similar nature to that covered by the Framework Agreement over the last three years, with the cumulative annual value in the year with the highest volume of work being equal to or greater than: Lot 1: NINETEEN THOUSAND EUROS (€19,000.00) Lot 2: SIX THOUSAND EUROS (€6,000.00) For information on how to demonstrate compliance with these requirements, see Annex V In the case of a tender divided into lots, the financial solvency requirement shall apply to each lot.

Candidates and bidders shall not be required to provide supporting documents or other documentary evidence for information already held by the contracting entity or for information that can be obtained directly and free of charge, either through the Official Register of Bidders and Classified Companies in the Public Sector or through a national database of a Member State of the European Union, such as a company's digital file, an electronic document storage system or a pre-qualification system.

This entry in the Official Register of Bidders and Qualified Companies of the State must include all the information relating to the bidder's capacity, financial and technical or professional standing, representation and authorisations required in this Specifications Document, stating, furthermore, that they are not subject to any prohibition on contracting, and undertaking to make available to the Contracting Authority, at any time, whenever so required, the supporting documentation for the aforementioned circumstances.

8.3. Preparation and Submission of Proposals.

Electronic submission:

Where the submission is to be made online, you must prepare and submit all the envelopes containing your bids via the Correos Procurement Platform. The link is provided below: https://pcc.correos.es/licitacion/licitaciones

Where it is not possible to submit bids electronically due to a fault attributable to the Correos Procurement Platform, the documentation may be submitted by email to the Correos General Register registro.general@correos.com To this end, it must be accompanied by the documentation set out in section 8.1 of this Specifications

Document. In the event that it is not possible to submit bids electronically due to a fault attributable to the Correos Procurement Platform, the bidder must provide conclusive evidence of this by submitting the relevant documentation issued by the Correos Procurement Platform for this purpose.

The subject line of the email must state **"SUBMISSION OF APPLICATION CC270001"**.

Supporting documentation must be provided containing a notification from the Correos procurement platform stating that it is not possible to use that platform. Without this supporting document, the bid will not be accepted and will be rejected.

No bidder may submit more than one bid. Nor may they submit a bid as part of a Temporary Joint Venture (UTE in Spanish) with other companies if they have already done so individually, or be a member of more than one such UTE. Any breach of this principle will result in the exclusion of all entries.

8.4. Selection criteria and formalisation of the framework agreement

Selection of Suppliers:

In order to be selected as suppliers of air transport services in this file, bidders submitting a bid must responsibly declare that they fulfil all the participation requirements set out in this Specifications Document. To this effect, the documentation submitted by the bidders shall be analysed, as well as the conclusions obtained from the clarifying consultations that may be carried out.

All bidders who have submitted a suitable bid on time and can prove that they meet the requirements shall be selected as admitted suppliers of air transport services in the international sphere, in regular passenger flights and cargo or charter flights, direct or with stopovers, programmed between the required airports of origin and the destination airports for the fulfilment of the ordinary Framework Agreement which is the purpose of the present procedure and which shall lead to tenders for the conclusion of based contracts.

9. Documents to be submitted by bidders. Form and content of the proposals of the Framework Agreement.

Interested bidders may submit their bids as follows:

	Quantity	**Unit of time**	**Calculation**
Term	Sixty days (60)	☒ calendar days	From the day following the publication of the notice announcing the establishment of the FRAMEWORK AGREEMENT
Forms of Submission	☒ Correos Recruitment Platform (https://pcc.correos.es/licitacion/licitaciones) and, exceptionally, those set out in section 8.3 of these Specifications.		

Proposals must adhere the template provided as application for participations Annex IV

9.1. Contents of the proposals in the Framework Agreement

Propositions must be submitted in the envelopes described below, signed by the bidder or their representative:

Envelope 1: Administrative documentation:

1	☒ Bidder's details	see Annex IV
2	☒ Documentation proving the identity of the business owner and the nature of their business.	May be replaced by ESPD (see document 5)
3	☒ Documents proving power of attorney.	May be replaced by ESPD (see document 5)
4	☒ Documentation proving that the bidder holds the necessary business or professional authorisation to perform the service covered by the contract.	May be replaced by ESPD (see document 5)
5	☒ European Single Procurement Document (ESPD). **Submitting this will allow documents 2, 3 and 4 to be replaced at this stage.**	Completed in accordance with the instructions set out in Annex VI, signed by the bidder or their representative. If the solvency and resources of other companies are used in accordance with Article 75 of the LCSP, each must submit an Affidavit or ESPD.
6	☒ Commit to form a UTE, where applicable	In the event that several companies participate in a joint venture, an Affidavit must be provided by each participating company.
7	☒ Where applicable, a statement confirming that the company you represent is part of a business group, specifying the companies that form part of that group	
8	☒ Supporting documentation of financial and technical capacity	For information on how to provide evidence of these requirements, see Annex V May be replaced by ESPD (see document 5) External proof of financial solvency shall require accreditation of the necessary resources available

		for the performance of the contract by producing the supporting document confirming same.
	Foreign companies must submit a declaration that they submit to the jurisdiction of the Spanish courts and tribunals of any order for all disputes that may arise, directly or indirectly, from the contract, waiving, where applicable, any foreign jurisdiction that may correspond to the bidder.	
	Companies from countries that are not members of the European Union or signatories to the Agreement on the European Economic Area must provide a report certifying their capacity to act, issued by the Permanent Diplomatic Mission or Consular Office of Spain in the place where the company is registered, stating, following verification by the company, that they are registered in the local professional, commercial or similar register or, failing that, that they habitually operate in the local market within the scope of the activities covered by the contract.	

Without prejudice to the right to request clarification of bids, those containing omissions or errors that prevent a clear understanding of their essential terms will not be accepted.

Each bidder may submit no more than one bid. Nor may they submit a bid as part of a Temporary Joint Venture (UTE in Spanish) with other companies if they have already done so individually, or be a member of more than one such UTE. Any breach of this principle will result in the exclusion of all entries.

9.2. Corrections. Verification of the documentation provided.

If any material defects are found in the administrative documentation submitted, the companies concerned will be notified; the bidder will be granted a period of at least three calendar days to remedy the error.

The administrative departments may, at any time, request documentary evidence of compliance with the conditions which the bidders have declared, under their own responsibility, that they meet. The bidder must submit the required documentation within the specified time limit, starting from the day after the request is sent. If the requirement is not properly met within the specified time limit, it will be deemed that the bidder has withdrawn their application to participate and they will be excluded from the procedure.

10. Procedure for the Award the Framework Agreement

10.1. Procedure for opening envelopes and evaluating bids

Once the deadline for the submission of bids, as set out in paragraph 8 of this Tender Specifications Document, the envelope containing the administrative documentation submitted by the bidders shall be opened, and a check shall be made to ensure that the required documents are included; if this is not the case, the bidder shall be requested to rectify the situation by submitting the required documentation within a period of at least 3 calendar days, in accordance with the provisions of section 8.2 of this Tender Specifications Document.

Following the opening of the envelope containing the administrative documentation, those bidders who meet the conditions set out in this Tender Specifications Document will be required to provide supporting documentation demonstrating compliance with those conditions, in accordance with the provisions of section 10.3.

Once the tenders have been evaluated, the corresponding award proposal will be submitted to the contracting body. Bidders who have submitted a bid correctly and on time, and who can demonstrate compliance with the required criteria, shall be selected as Successful Bidders for the Framework Agreement, as set out in section 8.4. of this Specifications Document.

In evaluating the bids, the documentation submitted by the bidders will be examined, as well as, in general, any other information that may provide a better understanding of the bids submitted.

10.2. Number of Successful Bidders under this framework agreement

This framework agreement will be awarded to bidders who meet the selection criteria set out in this Specifications Document.

10.3. Documents to be submitted by the companies proposed as Successful Bidders under the Framework Agreement

Companies that have been shortlisted to be awarded the FRAMEWORK AGREEMENT will be required, within a period of at least 10 working days from the day following receipt of the request, to submit the following original documents or certified copies - unless they had already submitted it when submitting their bid to participate in the FRAMEWORK AGREEMENT:

☒	Documents proving the identity of the business owner and the nature of their business.
☒	Those who demonstrate representation.
☒	Documents proving your economic, financial and technical or professional capacity, in the manner specified in Annex V. External proof of financial solvency shall require accreditation of the necessary resources available for the performance of the contract by producing the supporting document confirming same.
☒	Proof that there are no outstanding tax or social security debts, by submitting the corresponding certificates issued by the competent authorities.
☒	Where activities subject to business tax are carried out: Proof of registration for the current tax year, or the most recent tax bill, together with a sworn statement confirming the bidder has not deregistered from said tax or, where applicable, a sworn statement confirming exemption.
☒	Affidavit of the Successful Bidder for the contract on the implementation of the equality plan in accordance with the provisions of Article 71 of act 9/2017, of 8 November, on Public Sector Procurement. This Annex must be completed by companies that have a workplace and employees in Spain. Any foreign company that does not **have a workplace or employees in Spain** is exempt from submitting this Annex.

☒	Documentation proving financial and technical capacity: On how to provide evidence of these requirements (see Annex V) External proof of financial solvency shall require accreditation of the necessary resources available for the performance of the contract by producing the supporting document confirming same.

Where the contract is awarded to a consortium of contractors or to a group of contractors who have undertaken to form a company, the deadline for submitting the documentation shall be twenty working days.

If the requirement is not adequately fulfilled within the specified time limit for reasons attributable to the bidder, the bidder shall be deemed to have withdrawn their bid.

Once the documentation has been submitted, a check will be carried out to ensure that the proposed Successful Bidder meets the required eligibility criteria.

10.4. Inclusion or admission of bidders under the Framework Agreement.

Once the suitability and capacity of the bidders to enter into a contract have been verified, in accordance with the proposal made by the contracting committee, the contracting body shall issue a decision to determine the successful (admitted) bidders for the FRAMEWORK AGREEMENT.

The award of the Framework Agreement shall be published on the contracting entity's profile on the Public Sector Procurement Platform.

10.5. Formalisation of the Framework Agreement:

Inclusion in the FRAMEWORK AGREEMENT is finalised upon the formalisation of same. Under no circumstances may the implementation of the FRAMEWORK AGREEMENT commence, nor may any party participate in the procedure for the award of based contracts, without prior formalisation.

The contracting authorities shall require the selected companies to formalise the FRAMEWORK AGREEMENT within a period not exceeding five calendar days from the day following receipt of the request to formalise the Framework Agreement, provided fifteen working days have elapsed since the publication of the award. In the case of a UTE, its representative must submit to the contracting body the public deed of incorporation, assigned tax identification number and the appointment of a representative with sufficient power of attorney.

It will not be necessary to have this formalised in a deed. However, this will be done if the Successful Bidder so requests, in which case they will bear the costs of formalising the contract.

Being awarded the FRAMEWORK AGREEMENT merely entitles the Successful Bidder to receive, by electronic or telematic means, an invitation to participate in the procedure for the award of the based contracts, which will be conducted in accordance with the procedure described below.

III. TENDERING AND AWARD OF BASED CONTRACTS UNDER THE FRAMEWORK AGREEMENT

11. Award of contracts based on the framework agreement.

Tendering of the contracts based on the Framework Agreement shall be carried out according to the following procedure:

11.1. Invitation:

Every contract to be awarded under the FRAMEWORK AGREEMENT must be put out to tender.

Where the need arises to contract one of the services covered by this Specifications Document, Correos shall simultaneously notify all the selected suppliers, inviting them to state their willingness to provide the service under the conditions, on the date and within the period indicated in the invitation, as well as the price at which they are prepared to provide it within the period established in each case.

Contracts based on this Framework Agreement may include solvency requirements and additional terms other than those set out in this Framework Agreement. Any such requirements and terms must be finalised prior to the tendering process for the based contract. The specific commitment regarding the allocation of resources for a contract-based arrangement, where applicable, will be set out in the corresponding based contract documentation.

The "Technical bid" ENVELOPE or FILE and the "Financial Bid" ENVELOPE of FILE shall be requested for each new contract to be awarded under the same procedure used by the bidders to submit their bids in the bidding phase of the application for approval or by any other means authorised by Correos.

The technical and financial bids shall be submitted completely separately, in separate envelopes/files, indicating in each case which type of bid it is, and no financial data shall appear in the technical bid. **Failure to do so shall be deemed grounds for exclusion of the bid.**

In the case of GSAs (General Sales Agents) submitting bids on behalf of more than one airline they represent, **they must submit a separate bid – both technical and financial – for each of the airlines they are representing.**

Deadline for the submission of bids, unless a different deadline is specified in each invitation to bid issued for each based contract	Quantity	Unit of time	Calculation
	10	☒ working days	from the day following the date on which the written invitation was sent
Form of submission	☒ Public Sector Procurement Platform		
	☒ those set out in section 8.3.		

Document to be filed	As specified in the invitation to participate

The procurement procedure shall be primarily electronic.

Electronic submission:

All bidders must prepare and submit all the envelopes containing bids, as set out in section 10.5, via the Correos Procurement Platform https://pcc.correos.es/licitacion/licitaciones

In exceptional cases, where duly justified, the documentation may be submitted by email to the General Register of Correos registro.general@correos.com and must be accompanied by the documentation listed in section 10.5 of this specifications document.

The subject line of the email must state **"SUBMISSION OF APPLICATION CC270001-(number of the contract being tendered)".**

Each bidder may submit no more than one bid. Nor may they submit a bid as part of a Temporary Joint Venture (UTE in Spanish) with other companies if they have already done so individually, or be a member of more than one such UTE. Any breach of this principle will result in the exclusion of all entries.

For each of the routes offered, Correos may request that at least the following elements of the IATA seasonal schedule in force at the time be specified for the technical proposal:

I - Details of the flights offered:

- Flight code or flights.
- Departure and arrival airports.
- Official take-off and landing times for each leg.
- Days of the week it is open.
- Flight operating period.

II - Operational approach:

- Scheduled time for collection of the goods from our premises.
- Delivery time and expected date of loading at the destination postal operator's premises, from the time the flight lands.
- Capacity offered in kilograms for each route.
- Cargo capacity in kilograms on departure from the airport(s) of origin.
- Use of a direct or connecting flight from the point of departure to the final destination.

Bidding companies that use connecting flights and submit bids for the same flight from the originating airport to their hub for multiple destinations must specify the cargo capacity reserved for Correos on the first legs of the journey. If this capacity is less than the total capacity offered for all connected destinations, in the assessment to be carried out, Correos will, based on cost and efficiency criteria, allocate the routes until the capacity of the outbound flight from the departure airport(s) is full to capacity.

Correos will use the services provided by the airlines with which it has a framework agreement that best meet its needs, taking into account the routes, frequency, timetables and schedules of each service, as well as cargo collection and delivery times at terminals and cargo capacity.

Participating companies must also, at the request of Correos, submit a digital copy (in Excel format) of the Technical Proposal and the Financial Proposal, as contained in the corresponding envelopes or files, in order to streamline the award process insofar as possible.

For the Financial Bid the following details must be provided:

- Price per kilo in euros and including all fees and taxes in force, except VAT or equivalent indirect taxes, it being understood that this sum refers to all the services included in the purpose of this Specifications Document.
- All prices shall be expressed in Euros, the currency in which Correos shall make payments.

Where the subcontracted services consist of the operation of entire routes or flights forming part of such routes, the Bidder must provide documentation proving that the said subcontractors have the same financial standing and reliability as required of the Successful Bidder. This must be specified in the bid, stating the subcontracted company and the routes or flights it is expected to operate, as well as evidence of the partnership agreement in place.

Where subcontracted services involve cargo handling at airports (transport, loading and unloading, ramp handling operations, etc.), the Successful Bidder shall be directly responsible for subcontracting to companies that meet the same standards of financial solvency and reliability as those required of the Successful Bidder.

11.2. Contracting entity and the person responsible.

The contracting body for each contract shall be the body with the relevant competence in accordance with the rules governing the allocation of expenditure powers among the entities of the Correos Group. In turn, the relevant contracting body for the contract in question must appoint a person responsible for its implementation, who will be entrusted with the powers to supervise the contract, as well as those set out in the contract's governing document relating to quality control.

11.3. Criteria for the Award of Based Contracts

The award criteria for contracts based on this Framework Agreement are set out in Annex VIII. Said annex sets out in detail the criteria, weightings and evaluation methods to be used in assessing the bids submitted, in accordance with the principles of transparency, equal treatment and free competition.

The award criteria will be set out in the tender notice for each contract and may be "**BEST COST EFFICIENCY RATIO**" or "**BEST QUALITY-PRICE RATIO**".

The criteria will be assessed as follows, with a maximum of 100 points.

a) When the criterion chosen is **"BEST COST EFFICIENCY RATIO"**.

- Price: up to a maximum of 100 marks (assessed using a formula).

b) Where the criterion chosen is that of **"BEST QUALITY-PRICE RATIO".**

- Price: up to a maximum of 70 points (assessed using a formula).

- Technical criteria to be assessed automatically (up to a maximum of 30 points).

Where the criterion chosen is best quality-price, Correos may use the following criteria to evaluate the bids:

- Direct flights from origin to destination (30 points).
- Connecting flights (20 points).

Direct flights are defined as those that depart from the airport of origin and deliver the cargo at the destination using a single direct flight, without any stopovers.

Each of the automatically assessed criteria required, together with the corresponding score, will be set out in detail in the publication of each based contract.

Among the suppliers who have accepted the invitation within the specified deadline, the routes will be awarded under the based contract will be awarded to those who have obtained the highest score; and where more than one supplier is required to meet the requested capacity, the routes will be awarded successively to the next supplier or suppliers with the next highest score, until the requested capacity is met. The final score will be composed of the sum of the scores awarded for the criteria assessed using a formula.

11.4. Award of Based Contracts

The award of the contracts based on the Framework Agreement shall be decided in accordance with the provisions of this specifications document. The contracting body shall award each contract in accordance with the award criteria set out in the tender documents and as specified in section 10.3 of this Specifications Document.

The award of the contracts, and this will also be published on the Public Sector Procurement Platform (PLACSP).

To ensure that all mail is delivered and to meet the required traffic volume on each route, the allocation of each route under the framework contracts will be carried out in accordance with the ranking obtained during the tender phase of each based contract (priority system). Allocations will be made in order of priority, based on the maximum capacity committed by each bidder for each route, starting with the bidder that has obtained the highest score. If the required volume exceeds the capacity of the first Successful Bidder, the surplus will be allocated to the next bidder in the order of priority, and so on until 100% of the traffic demand for each route is met.

The financial bids submitted for each based contract shall remain valid for the purposes of further award throughout the entire period of performance and validity specified therein; they shall be binding and final for the bidder even if they are not immediately awarded the route, and they may be called upon at a later date to fulfil traffic requirements.

The Contracting Authority, or failing that the operational unit designated to monitor the contract, reserves the right to require bidders who, in order of priority based on the scores obtained, were not initially awarded the route, to provide the service. The decisions of the Contracting Authority shall always take precedence over those of the operational unit. This requirement will come into effect where the following circumstances arise:

- **Unexpected Increase in Traffic:** An increase in demand exceeding initial forecasts (>20%), either due to new commercial or international agreements, or arising from new services to be provided to our customers.
- **Immediate Operational Emergency or Contingency:** Flight cancellations, cargo restrictions, changes to aircraft, slots or flight frequencies used, refusal of overflight permits, operational embargoes, abandoned routes, adverse weather conditions preventing safe flight on the assigned routes, saturation of the main contractor or backup contractor (where there were several initial contractors), legally called strikes or work stoppages beyond the control of the Successful Bidder (ground handling companies at origin or destination, air traffic control authorities, airports and security).
- **Issues relating to the safety and nature of the cargo:** Mail rejected during security checks at the airport of origin, transit or destination, as well as technical and operational restrictions on carrying lithium batteries or dangerous goods (DG).
- **Special requirements arising from the holding of elections.**
- **Force Majeure:** Armed conflicts, natural disasters and pandemics resulting in the closure of airspace or of airports of origin, transit and destination, the collapse of transport hubs, as well as government restrictions requiring the establishment of alternative or new routes, or significant changes to existing ones, provided the purpose is to reach the destinations already specified in the contract.

The Order of Service imposed on Successful Bidders who were not initially awarded services to cover a route, for the reasons set out above, shall be regarded as an act of fulfilment of the Based Contract and not a new tender, and the following procedure shall apply:

11.4.1. Contingency Coverage Procedure.

Activation and Instant Communication

Should any of the circumstances set out in section 11.4 arise, the Contracting Authority (or the delegated operational unit) shall send a Service Order (SO) by email to the supplier next in the order of priority.

- **Term for Response:** The supplier will have a maximum of 24 hours (excluding public holidays and weekends) from the time of dispatch to confirm availability. If the bidder fails to respond by the deadline, this will be deemed to constitute a 'supervening technical impossibility'.
- **Automatic Skip and Validation:** If no response is received by the end of this period, or if a bidder declines due to a lack of technical or material capacity (such as insufficient warehouse space, slots or equipment) and states that they are unable to provide the service, the process will automatically move on to the next bidder with the highest-rated bid, and successively. This requirement is based on the prior award and approval by the Contracting Authority, whose decision takes precedence at all times over that of the operational unit, authorising the next bid in order of score to transport the cargo immediately.

- **Further training:** The service shall be deemed to have been concluded upon acceptance of the Order of Service by the Successful Bidder, who shall from that moment be obliged to provide the transport services in accordance with the terms of the contract.

11.4.2. Tender Procedure for an Urgent Contract Due to Route Suspension.

Where, in exceptional circumstances, an air route included in a contract is left without service because the Successful Bidder issues a formal written notification that it is unable to fulfil its contractual obligations (due to a substantial, unforeseen and force majeure change in its technical conditions – such as armed conflicts, airspace closures, suspension of airport or hub operations, external strikes, the introduction of new security or customs border restrictions or similar circumstances) and none of the Successful Bidders in the priority system who submitted a bid for that route is able to provide the service, the Contracting Authority, or the body to which it delegates this power (such as, for example, the Director responsible for the matter), may decide to temporarily and exceptionally suspend the affected route.

Once this suspension has been confirmed by the technical operations department, it shall not give rise to any entitlement to compensation for damages on the part of either party.

Furthermore, in the event of unscheduled elections, tenders may be invited under this exceptional tender procedure for the requirements of affected routes or new temporary logistics routes that are strictly necessary to ensure the management and provision of international postal voting.

To ensure the continuity of the universal postal service, the Contracting Authority, or the body to which it delegates this responsibility, will conduct this exceptional tender procedure electronically, adapting the requirements to the new circumstances in order to cover the affected routes:

1. The invitation to tender will be sent simultaneously to all Successful Bidders approved under the Framework Agreement via the Correos Procurement Platform (CPP) and/or any other official electronic media specified in the invitation to tender (such as email).

2. The invitation to tender will set out the required air cargo volume, in accordance with the technical terms of the original Framework Agreement, as well as the deadline, the method of submission and the information relevant to the provision of the services.

3. Approved companies will be given the appropriate timeframe to submit their proposals.

This deadline shall be expressly stated in the invitation to tender for each contract-based tender procedure. The deadline must be long enough to allow all companies to submit their bids; under no circumstances may it be less than twenty-four hours.

4. Bids must be submitted via the CPP and/or to the official email address expressly stated in the call for tenders itself.

5. The award criterion for tenders processed under this procedure will always be the “best value for money” (lowest price).

Only bids sent from the email addresses expressly designated by each bidder in their bid for the General Framework Agreement, or by their legal representative, shall be valid.

If more than one airline is required to cover 100% of the capacity on the route or routes in question that have been suspended, the contract will be awarded strictly in ascending order of the fares offered by each bidder.

5. The Contracting Authority, or the body to which it has formally delegated such powers (such as, for example, the director responsible for the relevant area), shall award the contract to the company that has submitted the best tender, and the urgent contract shall be finalised immediately following the award.

The Successful Bidder will be notified by email.

6. Contracts awarded under the exceptional procedure described in the preceding paragraphs shall remain in force for the period strictly necessary until the exceptional circumstances that led to their initiation have ceased to exist.

Once the circumstances of the contingency have ceased, and the technical operations department has confirmed that the original Successful Bidder is in a position to resume services under the original terms, the exceptional contract shall be automatically terminated.

An electronic notification of the decision to operators of exceptional contracts, with three working days' notice, will suffice.

11.5. Documents to be included for Based Contracts.

11.5.1. Envelope 2: technical bid.

The bidder must provide the information requested in the TECHNICAL BID FORM to be published for each requirement, in accordance with the flight schedule currently in force, which may include, amongst others:

I - Details of the flights offered:

- Flight code or flights.
- Departure and arrival airports.
- Official take-off and landing times for each leg.
- Days of the week it is open.

II - Operational approach:

- Scheduled time for collection of the goods from our premises.
- Delivery time and expected date of loading at the destination postal operator's premises, from the time the flight lands.
- Cargo capacity in kilograms for each route.
- Cargo capacity in kilograms on departure from the airport(s) of origin.
- Use of a direct or connecting flight from the point of departure to the final destination.

The documentation comprising the technical proposal must be submitted as an electronic file in one or more folders, compressed if necessary due to the file size, and named "ENVELOPE 2. TECHNICAL DOCUMENTATION", in an executable file in *.pdf, *.doc, *.docx or *.xls format. *.xlsx *.odt *.ods) in accordance with the structure set out in Annex X.

The inclusion in ENVELOPE 2 of any documentation and/or information that should be included in ENVELOPE 3 will result in the bidder's exclusion.

11.5.2. Envelope 3: financial bid and automatic evaluation award criteria based on mathematical formulas.

The financial bid must be submitted using the FINANCIAL BID TEMPLATE, in accordance with the structure set out in Annex IX published for each requirement and which must contain at least the following information:

- Price per kilo in euros and including all fees and taxes in force, except VAT or equivalent indirect taxes, it being understood that this sum refers to all the services included in the purpose of this Specifications Document.
- All prices shall be expressed in Euros, the currency in which Correos shall make payments.
- You can also request a price per unit of load (pallets, AKE, PMC, or others).

11.6. Disproportionately low offers.

☒ Not applicable.

Given the nature of the service covered by this Framework Agreement, namely international air transport services, and due to the disruptive and asymmetric nature of the international air transport market, the use of objective criteria to identify tenders suspected of being abnormally low is not applicable.

While competition on high-traffic routes allows for price convergence, on other international routes there is extreme variation in the 'revenue management' policies among airlines, establishing dynamic fares that fluctuate significantly depending on demand and local events, differentiating between customers and responding to booking trends.

Pricing depends on factors specific to each local operator (fleet structures, in-house handling costs, codeshare agreements and fuel surcharges), which results in an excessively wide range of fares. This wide range of prices makes it impossible to establish a representative market average, meaning that any mathematical formula based on a reckless low estimate would be arbitrary and lack the technical rigour required to assess the actual viability of the proposals.

11.7. Tie-breaking criteria for the award of Based Contracts

In the event of a tie in the bid price (where the criterion chosen is 'best cost-efficiency ratio') or where two or more bids receive the same overall score (where the criterion chosen is 'best quality-price ratio'), the contract will be awarded to each of them, with the requested capacity being divided equally among them.

If no acceptance has been received within the specified time limit, the contract will be awarded to the supplier who first indicates their willingness to carry out the work once that time limit has expired.

11.8. Guarantees of based contracts

No guarantees of any kind are required.

Provision of provisional guarantee	☒ NO ☐ YES
Provision of a definitive guarantee	☒ NO ☐ YES
Provision of additional guarantee	☒ NO ☐ YES

Given the specific nature of this procurement procedure, Successful Bidders will not be required to provide any form of guarantee.

The requirement for a deposit in this type of air transport contract is irrelevant when it comes to reserving specific space for our shipments on a scheduled passenger or cargo flight, which also carries cargo from other customers, including passengers.

Given the specific nature of international air transport, neither the bidders participating in this procedure nor the companies awarded the relevant contracts will be required to provide a bond and/or guarantee of any kind. The requirement for a deposit in this type of air transport contract—where the aim is to reserve specific space for our consignments on a scheduled passenger or cargo flight, which also carries cargo from other customers, including passengers—is an unacceptable demand for the airlines providing the services required by Correos and which, therefore, would only serve to reduce, if not entirely eliminate, competition.

11.9. Formalisation of Based Contracts

It will not be necessary to formalise contracts based on the FRAMEWORK AGREEMENT. The contract shall be deemed to have been concluded upon the award of same.

11.10. Duration of Based Contracts

The duration of based contracts shall be as specified by the requesting unit in the tender procedure for the based contract.

Should the contract be extended, the scope of the extension will be specified in the tender documentation for the underlying contract.

No new contracts may be awarded, nor may the extension of existing contracts be agreed once the term of the FRAMEWORK AGREEMENT has expired.

IV. GENERAL CONDITIONS OF BASED CONTRACTS.

12. General conditions of execution:

12.1. Guarantee Period of Based Contracts

☒ No guarantee period.

As stated in section 11.8 of these Specifications, no security of any kind is required.

12.2. Place and conditions of service provision

The place where the service is to be provided shall be that expressly designated by the contracting body. Where appropriate, the service provided will be reviewed to ensure quality.

The contractor must provide the service within the stipulated timeframe, and the person responsible for the contract must inspect the work carried out before accepting it. The contract manager may, where appropriate, request that the contracted services be performed and that any defects identified be rectified.

Full or partial acceptance shall be recorded in a document setting out the terms of acceptance. If the work carried out does not comply with the contracted service, as a result of faults or defects attributable to the contractor, the contract manager may choose to demand full compliance with the contract or to reject it, with teh contracting the contracting entity remaining exempt from the obligation to pay or having the right, where appropriate, to recover the price paid.

12.3. Rates and Billing

Rates

Correos will pay for the services actually provided in accordance with the tenders submitted and agreed between the Parties, as set out in the contract awards for the contracts put out to tender.

Rates are determined based on the origin and destination (from the agreed delivery point at the airport of origin to the agreed delivery point at the airport of destination). If a destination is not specified in the contract, the standard air fare will apply. The distance for the origin-destination route in question shall be calculated in accordance with the procedure applicable to the calculation of airmail distances set out in the List of Airmail Distances published by the UPU International Bureau in collaboration with IATA, or in any other official publication if the List does not contain the distance data.

Should Correos use a flight segment that has not been previously confirmed as accepted by the Carrier, the latter shall not be obliged to forward the mail. Where mail is loaded onto an aircraft, the Carrier reserves the right to charge the basic air transport rate calculated on the basis of the applicable airmail distance, or such rates as agreed with Correos.

Rates are quoted and payable in EUROS, based on the origin and destination for the various categories of post concerned.

Where the services of other carriers are used in the manner expressly stated in the airmail routing instructions, the rates include the charges for the services of those other carriers.

Neither Party shall be liable to the other Party for any delay or failure to perform its obligations caused by unforeseeable circumstances, including, in particular, force majeure, fire, flood, riot, epidemic, quarantine measures, application of governmental measures, insurrection or seizure of goods, or any other event beyond its control.

The Successful Bidder shall be entitled to payment for the services actually performed in accordance with the terms set out in Annex I of this Specifications Document, upon submission of the corresponding invoices.

All relevant documentation, as well as the billing system, structure and frequency, shall be in accordance with the rules currently in force, or those that may be established in the future, under the international regulations of the UPU.

Any changes that the Successful Bidder is required to make, such as modifications to IT systems or administrative procedures, or any other related costs, shall be borne by the Successful Bidder.

Any documents used by the Successful Bidder that refer to receipt, delivery, claims, tracking or other matters relating to bales or consignments shall, in all cases, be the documents used for the air transport of postal cargo.

The Successful Bidder may issue invoices:

a) on the basis of the physical document accompanying the consignment.

b) or on the basis of its own (substitute) documents, whether created manually or by entering data relating to the identifiers of the packages/containers, transmitted by the appropriate EDI messages.

Invoices issued by the Successful Bidder must comply with the provisions of the current invoicing regulations.

Invoices, whether sent by email (as a PDF or similar) and/or in paper format, must always be original documents and shall be subject to the following rules:

a) The Successful Bidder shall invoice Correos for the services provided under this Framework Agreement on a monthly basis.

b) A transport invoice must be submitted each month, together with the relevant supporting documents.

c) The information contained in these documents must include the routes travelled and the corresponding charges, as well as details of the loads in kilograms. In addition, all invoices must always include the following details:

- Invoice/credit note number
- Tax details of the Successful Bidder and Correos (company name, address, Tax Registration / VAT/Company registration number).
- The body of the invoice must include at least the following details:
  - Description of the services
  - Tax Base
  - Sum
- Tax rate(s) applied to transactions and tax liability (where applicable).
- Dates:

- Invoice issue date
- Date of the services provided

d) Correos may, however, request that invoices be submitted separately by product, delivery method, VAT-inclusive or VAT-exempt status, or other criteria, if this helps streamline processing.

e) Correos may reject and return any overdue invoice received, and may require the submission of a revised invoice with an updated issue date.

The Successful Bidder shall also submit, on a monthly basis, a breakdown of the relevant supporting documents for the invoice in a .csv or Excel file, so that Correos can expedite the verification and acceptance of these documents.

Any changes to the format of invoices must be approved by the Operational Development Department of the International Business Operations Division, or by whichever department may in future be responsible for managing the international air transport accounts. Once the Successful Bidder has been duly notified, Correos shall be entitled to refuse to process any invoice that does not meet the required criteria; this shall not give rise to any action or claim on the part of the Successful Bidder other than the re-issuing and resubmission of the invoice through the normal channels.

Invoicing via supplementary documents will be avoided. If, in exceptional circumstances, the Successful Bidder needs to resort to this procedure, they must set out the reasons in an attached document.

Correos will carry out electronic file exchanges for the reconciliation of invoices in electronic format.

12.4. Payments to the contractor

The Successful Bidder shall be entitled to payment for the services actually performed in accordance with the agreed conditions, on presentation of the corresponding invoices and issue of the certificates stating that the service has been provided, in whole or in part.

Invoices issued by the Successful Bidder must comply with the provisions of the current invoicing regulations.

Payment for the service shall be made upon satisfactory completion of the service, following presentation of the relevant invoice. For the payment of invoices drawn up by the Successful Bidder, the following means of payment shall be used by Correos:

- Bank transfer. Correos shall order the transfer for the payment of the invoice within 60 calendar days from the date of issue, coinciding with Correos's payment schedule.
- Confirming. Correos has a confirming service with financial institutions that enables the Successful Bidder to receive an advance for the sum of its invoices. Under no circumstances shall the use of factoring services, credit assignments or any other of a similar nature be considered as a means of payment, without prejudice to the use of the Correos confirming service mentioned above.

In the event that the Successful Bidder is not interested in the advance payment of its invoices, the sum thereof shall be paid by bank transfer within 60 calendar days of the date of issue, coinciding with the payments schedule of the contracting entity.

Correos does not consent to the assignment of any of the credit rights acquired by the Successful Bidder in this tender. The Successful Bidder may not assign the ownership of any receivables it holds against Sociedad Estatal Correos y Telégrafos, S.A., S.M.E. which have been obtained as a result of being awarded this tender, with the exception of those arising from a factoring arrangement.

Invoices must contain the information specified in the applicable regulations and must be submitted electronically in accordance with the following specifications and format:

- The supplier awarded the contract is required to manage the invoicing of the contract by means of electronic invoicing in the invoice format determined by the contracting entity (currently 3.2) and through the platform indicated (EDICOM's VAN (EDIWIN) is currently used for receiving and sending invoices).
- As Correos-specific fields, the following shall be provided at a minimum:

Field	Facturae 3.2
File	Facturae/Invoices/Invoice/Items/InvoiceLine/FileReference
Lot	
Management Group	Facturae/Parties/BuyerParty/AdministrativeCentres/AdministrativeCentre/CentreCode
Description of the transaction	Facturae/Invoices/Invoice/AdditionalData/InvoiceAdditionalInformation
Date of the transaction	Facturae/Invoices/Invoice/InvoiceIssueData/OperationDate
Management Group	Facturae/Parties/BuyerParty/AdministrativeCentres/AdministrativeCentre/CentreCode (RoleTypeCode 02)
Order line no	Facturae/Invoices/Invoice/Items/InvoiceLine/SequenceNumber
Legal reference	Facturae/Invoices/Invoice/Items/InvoiceLine/AdditionalLineItemInformation

The contracting entity shall have the right to withhold and compensate sums due to the supplier, equal to the sum the supplier, in turn, owes the contracting entity or any of the companies of the Group to which it belongs.

Acceptance of the contract implies acceptance of the electronic invoicing requirement.

12.5. Discrepancies regarding invoicing

In the event of a discrepancy, Correos must notify the Successful Bidder within a maximum of 55 calendar days of receiving the disputed invoice, specify the amounts in dispute, and return the invoice to the Successful Bidder, together with all attached supporting documents or other relevant paperwork.

The Successful Bidder may formally notify Correos of their acceptance or rejection of the claim within a maximum of 60 calendar days from the date of receipt of the invoice in question.

Any Successful Bidder who does not accept the discrepancy in the invoice must submit supporting documentation (in accordance with UPU/IATA regulations) relating to the transport, including proof of transport or proof of service provision, within a maximum of 60 calendar days from the date of receipt of the disputed invoice.

The Successful Bidder may provide conclusive evidence of the transport or service by means of:

a) a substitute delivery note, issued by the Successful Bidder, duly signed by the designated operator at the destination and containing all the relevant information regarding the postal consignment, as specified in the CN delivery notes.
b) a detailed report on EDI exchanges regarding the electronic scanning of consignments by the Successful Bidder at the destination airport, including all relevant information relating to customs clearance.

Where the proof of carriage and proof of delivery, as described in points a) and b) of this paragraph respectively, are submitted together, any claim for payment by a third party in respect of the same postal consignment based solely on the original documents shall be automatically rejected.

Under the conditions set out in points (a) and (b) of this section, and subject to the provisions of the preceding paragraph, Correos shall settle the invoice with the carrier that has provided proof of transport or service provision.

Once the disputed invoice has been accepted, payment will be made within 30 calendar days of the date of acceptance.

12.6. Price Reviews

☒ Not applicable.

12.7. Amendments of the Based Contract

Changes to the based contracts are expected. The contracts awarded on the basis of this Framework Agreement may be amended during the term, in the cases and with the requirements established in Article 109 et seq. of RDL 3/2020. Such amendments shall be made where it is necessary to incorporate new services initially put out to tender (such as an increase in frequencies, a change of route airport, an increase in the expected cargo volume, the use of different equipment, or the circumstances described in Annex XV).

In addition, provision is made for the possibility of invoking the provisions of Article 111 of Royal Decree-Law 3/2020 in respect of amendments not provided for in these Specifications.

12.8. Assignment and Subcontracting

12.8.1. Assignment of the contract

In order for contractors to transfer their rights and obligations to third parties, the following requirements must be met:

- Express prior authorisation from the contracting body.
- The assignor must have completed at least 20 per cent of the contract value.
- The assignee must have the legal capacity to enter into contracts with the Administration and possess the financial standing required at the relevant stage of the contract's execution; they must be duly qualified if such a requirement was imposed on the assignor, and must not be subject to any grounds for procurement bans.
- The assignment must be formalised by public deed between the Successful Bidder and the assignee.

12.8.2. Subcontracting regime.

Subcontracting permitted:
☒ YES

The contractor may subcontract part of the work to third parties under the following conditions:

- Bidders must state in their tender the part of the contract they intend to subcontract, specifying the sum involved, and the name or business profile of the subcontractors to whom the work is to be entrusted.
- The Successful Bidder shall notify its intention to enter into subcontracts, specifying the part of the contract that is to be subcontracted and the identity, contact details and legal representative(s) of the subcontractor, and providing sufficient evidence of the subcontractor's ability to perform the work by referencing the technical and human resources at its disposal and its experience, and demonstrating that the subcontractor is not subject to any grounds for procurement bans. The contracting entity must also be notified of any changes to subcontracts that occur over the course of the contract.

If necessary, the Successful Bidder shall be authorised to engage other carriers, or non-carrier subcontractors, to provide the agreed services and ensure the performance levels set out in this Framework Agreement.

The Successful Bidder must inform Correos of any measures taken in this regard and monitor the performance of subcontractors in accordance with the performance standards set out in this Contract.

Even if subcontracting takes place, the Successful Bidder shall be considered, for all purposes, as the sole contractor, and shall be liable to Correos for the full completion of the contract. In the event of liability arising from or caused by or in connection with the provision of the subcontracted services, it shall be the Successful Bidder who, in the first instance, shall be liable to Correos, without prejudice to the joint and several liability of the subcontractor.

Notwithstanding the above, and given that they are considered duly justified 'critical tasks', the following services may not be subcontracted:

☒ There are no critical tasks that can only be carried out by the Successful

Bidder

13. Fulfilment of the contract.

13.1. Contract manager Representative of the contractor

The contracting body shall appoint a contract manager with supervisory powers and the authority to issue instructions regarding the performance of the contract and to approve the acceptance of the contract. The contract manager may call upon other departments to monitor the execution of the service.

For its part, the Successful Bidder shall appoint its own representative and notify the contract manager thereof. This will be the sole point of contact with the contracting entity during the implementation phase.

13.2. Penalty regime.

The penalties applicable in the event of a breach of the obligations set out in these tender documents shall be those described in Annex XI. The procedures for imposing penalties shall not take longer than one month in the case of minor infringements, three months in the case of serious infringements, or six months in the case of very serious infringements.

Penalties for minor and serious breaches shall be imposed by decision of the contract manager, and those for very serious breaches by the contracting body, following a proposal from the contract manager and after the contractor has been given the opportunity to be heard.

When imposing penalties, due regard must be given to their proportionality to the seriousness of the breach and the harm caused to the contracting entity by the act giving rise to the penalty.

When determining the severity of the penalty, particular consideration will be given to the following criteria:

a) The degree of culpability or the presence of intent.
b) The continued or persistent nature of the conduct giving rise to the breach.
c) The nature of the damage caused.
d) Recidivism, where more than one breach of the same nature, for which a penalty has previously been imposed, occurs within a period of one year.

The sum of the penalties shall be paid by deduction from the sum to be paid in full or in part to the contractor, or from the guarantee, if any, that may have been lodged.

The payment of penalties shall not exempt the Successful Bidder from compensation for damages arising from the breach, nor shall it exempt the Successful Bidder from fulfilling their contractual obligations; compliance with such obligations and payment of the stipulated financial penalties may be demanded jointly, and the settlement of stipulated financial penalties which shall be invoice and/or charged to the guarantee without prejudice to the right to opt for termination of the contract and claiming damages from the Successful Bidder.

14. Termination of the Framework Agreement and the based contracts.

14.1. Termination.

Grounds for termination of the contract are:

☒	☒ The relevant provisions in Law 9/2017, of 8 November, on Public Sector Procurement.
☒	Failure to comply with obligations expressly designated as 'essential' in these Specifications, in accordance with the provisions of paragraph 15.6.
☒	When necessary to make an amendment to the Specifications Document that, not foreseen therein, does not meet the circumstances established in Article 111 of Royal Decree-Law 3/2020 of 4 February on urgent measures transposing various European Union directives into Spanish law in the field of public procurement in certain sectors; private insurance; pension plans and funds; taxation and tax litigation.
☒	Failure to renew or extend the civil liability insurance policy, in cases where this is required or where the Successful Bidder has offered to do so.
☒	The imposition of penalties for delay in performance, whenever they reach a multiple of 5 per cent of the contract price, excluding VAT.
☒	Failure to provide the service properly, where this affects more than 20% of the service in question.
☒	Failure by the contractor to meet payment deadlines to its suppliers or subcontractors
☒	☒ If supervening circumstances arise, the contracting party may withdraw from performing the service, even if it has already begun.
☒	Subcontracting carried out in breach of the obligation to notify the contracting body of the intention to subcontract, in favour of a subcontractor who does not meet the capacity requirements, in accordance with the provisions of Article 107 of Royal Decree 3/2020.

14.2. Procedure

Termination of the contract shall be decided by the contracting body, following a proposal from the contract manager, and the contractor shall be given a period of no less than ten working days to be heard.

15. Legal framework of the contract and objections to this Specifications Document.

The contract shall be governed, with regard to preparation and award, by the provisions of this Specifications Document and Royal Decree Law 3/2020 of 4 February, on urgent measures transposing into Spanish law various EU directives in the field of public procurement, and Directive 2014/25/EU applicable to the entities operating in the water, energy, transport and postal services sectors.

The provisions of this Specifications Document relating to contract amendments, subcontracting conditions, termination and special performance conditions shall also comply with the aforementioned regulations. All other matters relating to the effects, performance and termination of the contract shall be governed by the provisions set out in the contractual documentation and by private law.

To such effect, the following documents are considered contractual for all purposes:

☒	This Specific Administrative and Technical Specifications Document, together with all Annexes and the regulatory document governing the based contracts.
☒	Contract entered into between the parties.
☒	Any work plans or programmes submitted by the Successful Bidder
☒	The totality of the bid submitted by the Successful Bidder.

This Specifications Document and all annexes have been translated into English, although in the event of any discrepancy in interpretation, the Spanish version shall prevail.

This Specifications Document may be the subject of a complaint, in accordance with the provisions of Articles 119 et seq. of Royal Decree-Law 3/2020 of 4 February on urgent measures incorporating into Spanish law various European Union directives in the field of public procurement in certain sectors; private insurance; pension schemes and funds; taxation and tax litigation, within fifteen working days from the publication of the tender notice on the entity's contractor profile.

16. Obligations of the Successful Bidder under the Based Contracts

16.1. Tax, employment and environmental obligations

All taxes of any kind levied on transactions necessary for the execution of the contract and any other taxes applicable in accordance with the provisions in force shall be borne by the contractor. In this regard, both the bids submitted by bidders and the award proposals shall, for all intents and purposes, be deemed to include taxes of any kind levied on the various items, with the exception of Value Added Tax, which shall be charged as a separate item in accordance with current legislation.

The Successful Bidder shall comply with the pay conditions for workers in accordance with the applicable sectoral collective agreement. The Successful Bidder shall be solely responsible for deciding which staff to employ in order to fulfil its obligations; under no circumstances shall the termination of the contract result in the permanent employment of the persons who have carried out the work as staff of the contracting entity.

For the fulfilment of this contract:

☒ There is NO transfer of employees

In the event that, as a result of acts or omissions on the part of the company, its contractors or subcontractors, the contracting entity is penalised for breaches of the provisions in force relating to employment, social security, the social integration of persons with disabilities, occupational risk prevention, environmental protection or any other provisions applicable to the performance of the contract, either exclusively or jointly and severally, the Successful Bidder shall pay the contracting entity the sum resulting from such a penalty, upon first request, without prejudice to any legal action that may subsequently be taken against them.

16.2. Obligations relating to the management of permits, licences and authorisations

Unless the contractor decides to handle the matter directly and expressly notifies same, the contractor shall be obliged to obtain the permits, licences and authorisations required under municipal by-laws and the regulations of any other public or private body that are necessary for the commencement and performance of the service, requesting from the contracting entity any documents required for this purpose.

16.3. Obligations of the Successful Bidder in relation to data protection

The provision of the service covered by this tender does not require the transfer of data or access by the Successful Bidder to personal data held by the contracting entity; and the Successful Bidder undertakes to:

- Avoid any access to data, expressly informing their corresponding employees and professionals that such access is prohibited.

- In the event of accidental access to personal data or simple reading thereof in accessing the facilities: i) Maintain the strictest confidentiality and secrecy regarding the data accessed; ii) Adopt the appropriate measures to prevent recurrence; iii) Immediately destroy any accidental copies that may have been made.

In the event of a breach: Respond as liable for any damages that may be caused, and in particular for the sanctions that may be imposed on them by the Spanish Data Protection Agency or any other competent Spanish or European body, as a consequence of the breach of the obligations established in this Agreement.

16.4. Acceptance of, and adherence to, policies on the prevention of criminal charges.

The Successful Bidder shall be required to have its own policy on the prevention of criminal charges, similar to that established by the contracting entity, or to adhere directly to the internal procedures and policies implemented by the contracting entity. For this purpose, the Successful Bidder may consult the General Code of Conduct to ensure compliance, as set out in the document "General Code of Conduct" available on the website https://cswetwebcorsta01.blob.core.windows.net/uploads/2025/09/23.09.2025-General-Code-of-Conduct.pdf

16.5. Evaluation of suppliers.

During the term of the contract, the supplier will be subject to ongoing assessment regarding compliance with the terms of the contract; see Annex XIV.

16.6. Essential obligations of the contract.

The following shall be regarded as essential obligations of the contract, the breach of which shall, in all cases, constitute grounds for termination:

☒	Essential condition for the fulfilment of the contract:

Compliance with these conditions shall be required throughout the term of the contract; and Correos shall monitor compliance as follows:

Essential condition	Frequency	Method of demonstrating compliance
Essential conditions for the fulfilment of the contract:	Upon request	Affidavit

Compliance with these conditions shall be required throughout the term of the contract; at any time, Correos may require the Successful Bidder to comply with these conditions.

16.7. Special conditions of fulfilment

The following shall be regarded as special conditions of fulfilment, and failure to comply with them shall result in the imposition of the appropriate penalty in cases where termination of the contract is not applicable:

☒	Social or environmental obligations: - Employ, in the course of the execution of the contract, a percentage of permanent workers equal to or greater than 20 per cent.

Compliance with these conditions shall be required throughout the term of the contract; and Correos shall monitor compliance as follows:

Special condition	Frequency	Method of demonstrating compliance
Employ more than 20% of permanent or indefinite-term staff	Upon request.	A certificate or statement signed by the contractor, or a report on registered employees.

However, at any time during the term of the contract, Correos may require the Successful Bidder to comply with these conditions.

All special conditions of fulfilment forming part of the contract shall also apply to all subcontractors involved in the fulfilment thereof, and the main contractor shall be liable in the event of any breach by such subcontractors.

16.8. Regime of confidentiality

The contractor, as well as all persons involved in the performance of the contract (including subcontractors and suppliers), shall be subject to the duty of confidentiality referred to in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 concerning the processing of personal data.

They must also respect the confidential nature of any information to which they have access in the course of performing the contract, as indicated by the contract manager, where such information has been designated as confidential in the specifications documents or in the contract, or where it must be treated as such by its very nature; this obligation shall remain in force for a period of five years from the date on which the information becomes known, unless a longer period is specified.

For the purposes of this contract, any information that may be disclosed verbally, in writing or by any other means or medium, whether tangible or intangible, currently known or made possible by future technological developments, exchanged as a result of this contract, and which one party identifies or designates as confidential to the other, shall be deemed confidential. Particularly:

a) the existence and content of the data to which the Successful Bidder has access;

b) all documentation and information, whether verbal or written, in any format (including, but not limited to, paper, electronic format, on a device, or other formats) relating to the Company or any company forming part of Correos, which is provided, directly or indirectly, to the Successful Bidder or its employees;

c) any documentation or information that comes to the Successful Bidder's knowledge in any way for the purposes set out in this contract; or

d) copies of the Confidential Information ("Copies"). For the purposes of this agreement, "Copies" means any copy of the Confidential Information, including any document, electronic file, extract, analysis, study, plan, compilation or any other form of representing or recording information that contains, reflects or derives from the Confidential Information.

e) personal data held by Correos to which the Successful Bidder may accidentally gain access as a result of providing the services covered by this contract (for example, the sender's and recipient's details contained on the labels of the items to be transported).

Furthermore, the Successful Bidder undertakes to treat as confidential all information (including personal data) received or obtained as a result of the conclusion or performance of this agreement that relates to:

- Sociedad Estatal Correos y Telégrafos S.A., S.M.E.
- the stipulations or the purpose of this agreement, or any information, facts or circumstances relating thereto, and any actual or potential claim arising therefrom; or
- the negotiations relating to this agreement or any data, facts or circumstances relating thereto.

The duty of confidentiality does not apply to the disclosure of information:

- where such disclosure is required by a statutory provision or by an administrative body or other competent authority to which any Party is subject, whether or not the requirement has the force of law, provided that the party owning the information was informed in writing prior to the disclosure of the information; and

- insofar as the information has been made public by another Party or with its consent, or is generally in the public domain, provided that there has been no breach of the commitments undertaken under this clause.

17. Data protection

17.1. Information clause on the protection of personal data collected through the Ethical Channel

In compliance with the provisions of the Law on the Protection of Informants (Law 2/2023 of 20 February), we inform you that your personal data, of any category, or the personal data of your employees and/or representatives may be communicated to Correos in connection with the filing of a report to which you are a party, in which case your data will have been obtained through the Ethical Channel and will be processed for the purpose of managing the communications received by Correos. You may exercise your rights to access, rectification, erasure, opposition, limitation of processing or portability of data in:

For Correos:

- Postal address: Conde De Peñalver 19, 28006, Madrid
- Email: derechos.protecciondatos.correos@correos.com

You can find more information on the **Ethical Channel Data Protection Policy for Customers and Suppliers.**

17.2. Information to Attorneys, Employees and Contact Persons:

The personal data of the contact persons of the bidders and, where applicable, of their employees shall be processed by the contracting entity for the purpose of managing their participation in this contract and, if awarded the contract, for the purpose of managing the contractual relationship that is formalised between the parties, the legitimate basis for the processing being the execution of the contract and compliance with applicable regulation. In this regard, we inform you that the data provided shall not be passed on to third parties, unless there is a legal obligation to do so.

These data shall be kept until the contract is awarded and, if awarded, during the performance of the service. Once this period has elapsed, they shall be blocked and, once the resulting actions have been prescribed, they shall be deleted.

Interested parties may exercise their rights of access, rectification, opposition, deletion, limitation of processing, and portability by sending a letter to the following addresses:

For Correos:

- Postal address: Conde De Peñalver 19, 28006, Madrid
- Email: derechos.protecciondatos.correos@correos.com

They may contact the Data Protection Officer at the following address: dpdgrupocorreos@correos.com, without prejudice to their right to file a claim before the relevant supervisory authority (in Spain, the Spanish Data Protection Agency [AEPD]), if they consider their rights have been violated.

The bidders expressly undertake to inform their employees and other contact persons of the terms of this clause holding the contracting entity harmless.

With regard to the processing of personal data that may arise from the provision of the service, the bidders and the contracting entity expressly agree to comply with the data protection legislation in force in Spain and, in particular, with 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 (General Data Protection Regulation or 'GDPR') and Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights ('LOPDGDD').

This agreement constitutes a fundamental obligation; therefore, any breach thereof by either party shall entitle the other party to terminate the contract and, where applicable, to claim compensation for any resulting damages.

In Madrid, on 19 June 2026.

THE DEPUTY DIRECTOR GENERAL,
OF INTERNATIONAL BUSINESS

Signed.: Signed: Julián Caro Azañón

Approved

DIRECTOR OF OPERATIONS:

Signed.: Ms. Olga García Sáez

By signing this document, the signatories declare that they are not in any situation that could be classified as a conflict of interest, within the meaning of Article 64 of Law 9/2017 of 8 November on Public Sector Procurement ("LCSP"). They also certify that none of the grounds for abstention set out in Article 23(2) of Law 40/2015 of 1 October on the Legal Regime of the Public Sector ("LRJSP") apply to them.

Annex I. Specific technical characteristics of the contract.

1. Services to contract Scope and lots

A) Service to be provided

The service to be contracted consists of the international air transport of postal items to cover the routes that are routinely required, from the point/airport of origin (Madrid, Barcelona or others) to the international point(s)/airport(s) of destination, or the transit point, in accordance with the applicable rates and estimated volumes to be tendered in the various contracts published, whether on scheduled passenger flights, all-cargo flights or charter flights.

The service will include the loading, unloading, stowage and handling of postal cargo, both at the point of origin and at the destination and, where applicable, at transit and/or transhipment points. The cargo will be transported in air freight containers, where agreed, or in Correos's own containers, where the cargo is carried in bulk in the hold.

This air transport agreement applies to all categories of mail referred to in the Universal Postal Convention, both priority and non-priority, as well as to empty bags to be returned to the point of origin. It will also be possible to handle any other category of mail established through future bilateral or multilateral agreements, such as the current IPC (International Post Corporation), Kahala and Interconnect schemes, exchanged between different postal operators. These categories of mail may require different levels of quality.

In order to address the differences in service quality across the existing mail categories, Correos will divide the air transport services to be put out to tender into the following groups:

1. Priority postal routes (with or without a guaranteed delivery time).
2. SAL (Surface Airlifted) postal routes, non-priority.

Procurement under this Framework Agreement may be used in any of the following cases.

(a) the procurement of international air transport services for postal items, to cover new routes not included in the relevant contract currently in force, or routes that need to be partially or fully supplemented due to a lack of sufficient available capacity during the term of those contracts.

When, due to production peaks, it is necessary to meet sporadic transport demands as a result of unforeseeable circumstances arising from customer needs.

All those extraordinary transport services of a temporary nature that must be contracted due to termination or suspension of an existing contracted route, or to cover services that cannot be delayed.

d) Requests may also be made for the provision of services to operate air routes for non-postal consignments (goods) that may need to be handled using documentation other than that established by the UPU (Airwaybill).

The routes may be put to tender to cover needs on an ad-hoc or periodic basis, and the contracting of the services of the routes may be requested according to the need detected (monthly, bimonthly, by IATA season or others).

The services may be also contracted to provide the required routes as many times as necessary during the term of the Framework Agreement.

B) Lots

As the mail categories listed in the previous point may require different levels of quality, in order to address the differences in the quality standards required, Correos will divide the air transport to be put out to tender into two lots:

Lot 1: Priority postal routes (with or without a guaranteed delivery time).
Lot 2: SAL (Surface Airlifted) mail routes, non-priority.

Each lot will be divided into as many routes as necessary, and these will be set out in the relevant contracts that will be put out to tender. The routes to be put out to tender will specify the requirements and the average load for each route within each lot.

a) Limit on the maximum number of lots for which a single bidder may submit a bid:

☒ Not foreseen

b) Limit on the maximum number of lots that may be awarded to a single bidder:

☒ Not foreseen

2. Routes to be operated

The routes and timetables for the services to be awarded in each case will be determined by Correos, based on the specific requirements of each case; these will be put out to tender and published through the relevant contracts, and will be awarded to the selected suppliers who have submitted a bid. Hence the need to tender contracts based on this Framework Agreement.

3. Development of the service

I. Obligations of the SUCCESSFUL BIDDER

The Successful Bidder shall provide the services to Correos in accordance with the provisions of this Specifications Document.

3.1 Delivery and Receipt:

The cargo to be transported will be in bulk (pallet and/or in sacks) or in containers (ULDs). At the departure airport(s), the collection and handover of the cargo, together with the relevant documentation, will take place on the airside of Correos's airport facilities. To this end, the Successful Bidder shall provide Correos with the necessary containers (ULDs) and handling and transport equipment (plastic sheeting, nets, fire-retardant blankets, ropes, etc.) in good time prior to the departure of the scheduled flights covered by the tender.

Correos may consider using cargo containers (ULDs) on routes with an average load per flight of approximately 300 kg. For certain destinations/products, Correos may request that full containers be prepared at the destination, so that they can be delivered intact to the postal operators there. This would make transfers easier for connecting flights, as there would be no need to sort the cargo by destination, and the transfer to the next aircraft could be carried out very quickly. To do so:

- The airline requires that the unit provided be compatible with all aircraft used on the route to the destination.

- Correos guarantees that there will be enough cargo to fill the container. The average load capacity for an LD3-type container (AKE-type or similar) is 650 kg.

Successful Bidders shall ensure that ground handling companies use and record the MRD (Mail Register Device) for the acceptance and delivery of mail at all postal operators' facilities where it is operational at the destination. Correos will keep Successful Bidders informed and updated at all times regarding the facilities where the MRD is operational.

Successful Bidders must provide Correos with a contact detail (preferably an email address), and should notify Correos of any changes and update their details accordingly.

The Successful Bidders undertake to return to Spain the empty Correos bags used on the routes they operate. The price of this transport service shall be calculated by applying 30% of the UPU basic rate or as otherwise specified in the relevant UPU regulations, unless otherwise agreed with the Successful Bidder.

In the event of the handling of non-postal consignments, Correos will set out in the relevant contracts published as required all the specifications regarding the collection, documentation, presentation and delivery of parcels/consignments at their destination.

3.2. Integrity of the mail

The Successful Bidder shall process the mail in accordance with the provisions of these Specifications and in accordance with the performance levels set out in section 3.5 "Performance" of this Annex.

The Successful Bidder shall take all measures that may reasonably be expected of it to ensure that all mail entrusted to its care is protected against adverse weather conditions, dust, damage, loss or theft, by using enclosed ULDs or cargo units fitted with tarpaulins or protective coverings.

3.3. Refusal to deliver or accept post

The Successful Bidder may refuse to accept delivery of the mail (non-delivery), inter alia, in the following cases:

a) the mail is contained in damaged sacks or containers.
b) the weight of the postal bags or individual packages, prior to their delivery to the Successful Bidder, exceeds the weight limit specified in the UPU Regulations.
c) unpackaged parcels that exceed the weight limit specified in the UPU Acts and/or the UPU–IATA standard dimensions.
d) postal items with illegible or poorly affixed labels.

e) mail delivered after the agreed time and/or at a location other than the one specified (without prejudice to the provisions of paragraph 5.8).
f) volumes of mail exceeding the agreed volume by more than 20% (without prejudice to the provisions of Clause 10.4 on the Award of Based Contracts under this Specifications Document).

The Successful Bidder may refuse to accept the post at the point of origin or to deliver it at the destination, and may return it at Correos's expense or retain it, as it sees fit, at any stage of the process, in the following cases:

a) the Successful Bidder has objective and reasonable grounds to believe that the contents of the consignment are unlawful, dangerous, etc., and to consider, in its own judgement, that they could damage or affect other consignments, as well as goods or materials belonging to it, its employees or third parties.

b) a visual inspection will reveal that the packaging or labelling of the consignments is inadequate or that, upon delivery and before the Successful Bidder provides proof of acceptance, the consignments are in a condition that gives rise to suspicion of damage, tampering or theft. In such cases, the Successful Bidder shall notify Correos of the reasons for their refusal. The Successful Bidder shall give Correos the opportunity to rectify any anomalies identified, provided that delivery and processing times allow.

The Successful Bidder may not refuse to deliver the mail to its destination on the grounds of a dispute of an accounting nature or for any reason other than those expressly provided for in this paragraph.

3.4. Custody of mail

The mail shall be deemed to be in the Successful Bidder's custody from the time proof of acceptance is provided until proof of delivery is established.

The acceptance certificate and the delivery note may be provided without restriction, either in writing (by signing the documents) or by means of an electronic acknowledgement of receipt. Where EDI messages are used, Correos and the Successful Bidder shall agree on the scope of application, the deadlines for transmitting messages, and the location of events.

Proof of acceptance, where Correos has an MRD (Mail Register Device) in operation at its premises, and proof of delivery at the offices of destination postal operators that have an MRD (Mail Register Device) in operation at their premises, shall be provided via the records stored on these devices.

Successful Bidders must provide Correos with a contact for operational matters (preferably an email address) so that they can be contacted urgently and directly regarding the status of any consignment for which no information is available. A response must be provided within 72 hours. Successful Bidders must ensure that any changes to their contact details are updated and communicated to Correos.

3.5. Performance

The Successful Bidder shall ship the mail it has agreed to carry to the intended destination without undue delay.

If the delivery chain is interrupted for reasons attributable to the Successful Bidder, it shall be responsible for returning the post to its point of origin or holding it until delivery resumes. If the transport chain is interrupted for reasons beyond the Successful Bidder's control, the Successful Bidder must notify Correos immediately to obtain further instructions.

The Successful Bidder shall provide the services specified for Correos postal items, in accordance with the quantities quoted in the contracts submitted.

The Successful Bidder must achieve a performance level of 85% for priority mail items delivered within the specified delivery time or on the specified delivery day. That level is defined as the percentage of the volume specified in the Contract for each consignment accepted by the Successful Bidder at the point of origin and delivered before the critical delivery date and time at the destination, within a period of three months from the first day of each quarter.

If, on a repeated basis, cargo delivered to a supplier is not loaded onto a flight for a particular destination or route for a period exceeding all scheduled departures over at least one calendar week, Correos may automatically switch to using the services of the next highest-rated supplier from that point onwards, withdrawing the contract—either in part or in full—for the relevant affected routes. Should suppliers demonstrate that they have rectified the circumstances or issues that were preventing the normal operation and provision of the service, Correos may once again use their services for the affected routes.

Correos may henceforth automatically use the services of the next highest-ranked provider, withdrawing the contract—either in part or in full—for the relevant routes concerned in the event of failure to meet the target of 85% of priority mail being delivered to its destination before the critical delivery time or date, over a period of three months, calculated as calendar quarters.

Correos and the Successful Bidder shall meet at least once a year to review all matters relating to compliance with this Framework Agreement. Each Party shall provide the other Party, in the manner and within the timeframes requested, with information or data relating to the transport of mail under this Framework Agreement, for the purpose of assessing each Party's performance. Where one Party informs the other Party that its performance does not meet the agreed standards, the Party in breach shall submit to the other Party an action plan aimed at remedying the situation within a specified timeframe, no later than 15 calendar days from receipt of the notification.

3.6. Routing

The Successful Bidder shall inform Correos, as soon as possible and at least three days before the date on which the services are to be provided, of any changes to flight schedules or any other matter relevant to the smooth running of operations. Wherever possible, new flight schedules must be notified to Correos at least seven calendar days before their publication.

3.7. Delivery times

Where routes have a critical delivery time, this critical delivery time at the point of origin and destination will be specified in the relevant contracts as they are published.

Where the Successful Bidder does not have flights available that comply with the timetable specified as critical delivery times, they shall propose the scheduled flight times (departure and arrival) made available to Correos, as well as the scheduled times for collection of the consignment at the point of origin and delivery at the destination.

Correos will select, for the transport of priority mail, those flights that best align with internal production schedules in terms of collection (collection time) and the latest delivery time (CET) set by the destination postal operator, or those with the earliest arrival time where the destination postal operator has not specified a CET time.

If the destination postal operator is unable to accept delivery of the mail at the time the Carrier arrives at its premises to make the delivery, the Successful Bidder may, for the purposes of assessing performance, record the time of delivery of the mail and note this as the time at which it was ready to make the delivery, irrespective of any delay caused by the destination postal operator's inability to accept the mail, on the occasion of the Successful Bidder's first delivery attempt.

The Successful Bidder's performance will be assessed in accordance with the aforementioned service criteria.

3.8. Failure to deliver at the point of origin

In the event of non-delivery for reasons attributable to Correos, the Successful Bidder shall make every reasonable effort to load the mail, in whole or in part, onto the scheduled flight, but cannot guarantee that it will be transported without delay. If the parcel cannot be posted, the Successful Bidder should contact Correos as soon as possible to obtain further instructions.

3.9. Access by Correos to the Successful Bidder's premises

Without prejudice to the Successful Bidder's policy or aviation security regulations, the Successful Bidder or its agent may grant Correos access to the Successful Bidder's premises and aircraft so that it may verify the security conditions of the consignments during their transport. The Successful Bidder will be informed as far in advance as possible, or at least 96 hours in advance, of the number and identity of Correos staff who wish to access their premises and aircraft. It may be necessary for Correos staff to be accompanied by staff from the Successful Bidder.

3.10. Failure to deliver to the destination and possible solutions

If the mail cannot be delivered to the agreed destination, it shall be held at the Successful Bidder's premises, subject to local regulations, and an alternative delivery point shall be agreed upon with the postal operator at the destination. Correos will be informed of the measures taken in this regard within 24 hours of the failed delivery attempt, and will bear any additional costs incurred by the Successful Bidder, unless the failure to deliver is attributable to the Successful Bidder.

The Successful Bidder shall notify Correos of the situation within 24 hours of its occurrence and shall comply with all reasonable instructions issued by Correos, if the postal operator at the destination:

a) refuses to accept the post or does not receive it.

b) refuses to issue a proof of delivery, or fails to do so, once the post has arrived at the delivery point.

In the absence of instructions from the destination Postal Operator, or if such instructions cannot reasonably be followed, the Successful Bidder shall inform Correos and shall return the item to the sender within a maximum of three working days of being notified. Correos will bear the cost of returning the item to its point of origin.

3.11. Delivery

Without prejudice to the provisions of paragraph 3.3 of this Annex, the Successful Bidder shall agree to carry any consignment whose contents are admissible under the UPU Acts, and whose packaging and labels comply with the requirements of those Acts.

The Successful Bidder shall check the consignments and documents upon delivery. Once the Successful Bidder has accepted the consignment, the goods shall be deemed to have been entrusted to their care until they are delivered to the destination or the transit airport.

Once accepted within the agreed timeframes, the Successful Bidder may monitor the shipments using the documents provided or the EDI messages exchanged for this purpose. In the event of a discrepancy, staff from Correos or the Successful Bidder will draw up the necessary documents and/or correct the EDI messages to rectify any errors detected. The parties will agree on the terms, sign the new documents and/or confirm the updated EDI message.

The Successful Bidder shall be authorised to examine (inspect) postal parcels, without opening them, either visually or using technological means (X-ray scanners, explosive detection devices, etc.), in order to proceed with their shipment, in accordance with aviation security regulations and provided that national legislation permits this.

After accepting the consignment and before forwarding it, the Successful Bidder may, at their own risk, rectify any irregularities in packaging or labelling identified on their premises. The Successful Bidder may also contact Correos as soon as possible, and at least one hour before the flight departs, to obtain instructions regarding these items.

If the Successful Bidder decides to withhold the consignments on the grounds that they may have been damaged, stolen or tampered with, they shall forward the remainder of the shipment that is unaffected and amend the documents accordingly. The Successful Bidder shall notify Correos within 24 hours of the scheduled dispatch in order to obtain instructions regarding items suspected of having been damaged, stolen or tampered with, and shall, at Correos's request, authorise an inspection of the mail at its premises. The Successful Bidder shall record the consignments in question in a document, a copy of which shall be provided to Correos.

Should any consignments be returned or withheld by the Successful Bidder, the latter shall notify Correos within 24 hours of the flight's scheduled departure.

Without prejudice to the provisions of the preceding points of this section, the Successful Bidder shall withhold any consignments whose carriage poses a danger to other consignments, to goods or equipment belonging to the Successful Bidder, its employees or third parties. Any costs arising from the retention or subsequent disposal of such consignments shall be borne by Correos. The Successful Bidder may also hand over these consignments to the authorities.

Correos will provide the Carrier with information regarding the security declaration for the consignment in accordance with UPU rules and regulations.

The consignment will be delivered, together with its accompanying documentation, to the premises of the Postal Operators at the destination.

3.12. Interruption of service

If the Successful Bidder is unable to provide the contracted service as a result of industrial action within their company or for any other reason, they must notify Correos as far in advance as possible and, in any event, at least 12 hours before the departure of the cancelled flights.

II. OBLIGATIONS OF CORREOS

3.13. Operational Aspects

Correos will provide an estimate, for each route, flight and day of the week, of the volume of mail it wishes to hand over to the Successful Bidder. This estimate must be submitted as soon as possible and, at the very least, five calendar days before the timetables for each IATA season are finalised.

The required carrying capacity must be approved by the Parties if it exceeds that set out in the Framework Agreement.

Correos will ensure that all consignments are packed and labelled in accordance with the relevant provisions of the UPU Acts before they are handed over to the Successful Bidder.

Correos will sort items by flight number (first leg) for the purposes of delivery to the Successful Bidder.

In the case of non-postal shipments, Correos will set out in the relevant contracts the requirements and documentation that must be provided for the processing of such shipments.

3.14. Documentation

All items delivered to the Successful Bidder shall be accompanied by the necessary documentation for the carriage of airmail, as specified in the UPU Regulations.

Priority mail will always be dispatched with at least six copies of the CN 38 delivery notes (unless a different number has been agreed with the Successful Bidder). Packages used for priority shipments must bear the mandatory CN 35 air waybill labels and CP 84 air parcel labels.

Non-priority mail will always be dispatched with at least six copies of the CN 41 delivery notes (unless a different number has been agreed with the Successful Bidder). Non-priority mail will be labelled as CN 36 sacks and CP 83 surface mail.

Deliveries of empty sacks are recorded on CN 47 delivery notes.

Any other form relating to transport may be used, as provided for in the UPU Acts.

The information appearing on all documents and labels provided by Correos must be legible and unambiguous, and must be written in a language whose script is internationally recognised.

III. OBLIGATIONS COMMON TO BOTH PARTIES:

3.15. Aviation legislation and safety. Dangerous goods and shipments accepted in error

Correos, as an "Accredited Postal Authority/Administration" as defined in the National Civil Aviation Security Programme, will ensure that postal items to be transported meet all applicable security requirements, presenting the consignment fully documented and identified.

The Parties shall comply with the restrictions relating to the transport of dangerous goods.

Services may only be provided in respect of mail whose carriage has been authorised in accordance with the regulations of the International Air Transport Association (IATA), the International Civil Aviation Organisation (ICAO) and the UPU.

Successful Bidders must ensure that the cargo is protected against acts of unlawful interference from the moment it is received until it is delivered at its destination.

The Parties undertake to implement all reasonable security measures. Compliance with this Framework Agreement shall be subject only to the safety and security measures provided for by local legislation, the requirements of the civil aviation authority and the Acts of the UPU.

The Parties shall comply with the following prohibitions in respect of all categories of postal items:

- The following items are prohibited in all categories of shipments: narcotic drugs and psychotropic substances, as defined by the International Narcotics Control Board, or other illicit drugs prohibited in the country of destination.
- The inclusion of explosive, flammable or other dangerous goods, as well as radioactive materials, is prohibited in all categories of shipments.
- The inclusion of replicas and inert explosive devices, as well as military artillery, including replica grenades or inert grenades, inert projectiles and similar items, is prohibited.

The Parties shall ensure that protocols for resolving alerts are in place.

3.16. EDI message exchange

Where CARDIT/RESDIT messages are exchanged between the Parties:

a) Correos shall send a CARDIT message to the Successful Bidder, in accordance with the UPU's rules on the exchange of EDI messages, for each consignment handed over for carriage.

b) The Successful Bidder shall transmit RESDIT messages to Correos in accordance with the UPU's standards on the exchange of EDI messages.

c) The technical arrangements, as well as the events and locations specified in the CARDIT/RESDIT messages, shall be agreed between the Parties and documented separately.

3.17. Irregularities and Complaints

If the volume of mail exceeds 20% of the agreed estimated volume, Correos will contact the Successful Bidder so that they can arrange for the transport of the additional items.

Correos shall always inform the Successful Bidder of any irregularity that could jeopardise the smooth operation of mail transport under this Framework Agreement.

At the point of origin, if there is insufficient space for loading the mail or if delays are anticipated, the Successful Bidder shall notify Correos at least 6 hours before the scheduled flight departure time in order to obtain further instructions. If the routing plan already provides for alternative routes, these must be used.

The Successful Bidder shall always notify Correos, within 24 hours of its occurrence, of any irregularity (delay, loss, theft, damage, etc.) observed during the transport carried out in accordance with this Framework Agreement.

If the post cannot be delivered to the intended destination, the Successful Bidder shall inform Correos within 24 hours of the non-delivery, requesting that the necessary measures be taken. Depending on the reasons for the failure to deliver, the Parties shall agree on the cost of the measures to be taken to remedy the situation.

The Party that discovers an irregularity shall notify the other Party within 24 hours of such discovery by means of a written notice sent by post, fax, email or any other means that provides a record of the communication, to which shall be attached, where possible, copies of postal receipts and any other relevant documents, such as proof of damage or misrouting. That notice shall be addressed to the relevant department of the Successful Bidder or Correos, as determined. No action may be taken in the event of any irregularity relating to the post unless a complaint has first been made to the Successful Bidder or to Correos, as applicable.

The Successful Bidder must always notify Correos within 24 hours in cases where postal items encounter circumstances that prevent them from continuing their journey, such as when items accepted in error are discovered at intermediate locations. Upon notification of a held consignment, Correos must provide specific instructions on how to resolve the issue. An initial response must be provided on the first working day following receipt of the report.

In the event that dangerous goods or prohibited, inadmissible or mistakenly accepted consignments are discovered in a container during transhipment, the Successful Bidder must refer to the ‘Alert Resolution’ procedure, which covers incidents during transport that raise concerns within the logistics chain, preventing the consignment from proceeding until such concerns have been resolved. In the case of transfers, the Successful Bidder at the intermediate location must manage the situation independently and make every effort to resolve the issue. As a final step, the alert incident must be reported to the designated operator at the intermediate location, who can then provide the necessary assistance, such as contacting the designated operator at the point of origin to coordinate a solution. The final decision (such as disposal, return to the transport stream, or release from custody and handover to the designated operator at the intermediate location) may vary depending on the circumstances.

Where the mail is in transit and cannot be delivered by the Carrier to the original destination, the Carrier must inform the Principal and agree on a solution by mutual agreement.

If the mail is damaged, Correos will, once the damage has been verified, submit a claim to the Successful Bidder within a maximum of 15 calendar days from the date of delivery at the destination. In the event of a delay in the delivery of mail, Correos shall submit a claim to the Successful Bidder within a maximum of 21 calendar days from the date of delivery of the mail at the destination.

All claims must be made in writing; those submitted by email will be accepted.

3.18. Liability

The Successful Bidder shall be liable for any delay, loss, theft, tampering or breakdown occurring during the provision of the services provided for under this Framework Agreement.

The Parties shall bear the same contractual liability towards one another, both for the acts of their respective agents and for their own performance, in accordance with this Framework Agreement.

Correos shall be liable for any damage caused by the mail it delivers to the Successful Bidder under this Framework Agreement, in accordance with applicable national legislation, the ICAO Convention and the Acts of the UPU.

Without prejudice to sections 3.3 and 3.15 of this Annex, if the Successful Bidder fails to load the mail onto the scheduled flight, Correos shall be authorised to use another means of transport or the services of another carrier. Any additional costs associated with the dispatch of mail via other carriers' services shall be borne by the Successful Bidder unless the latter has notified Correos of a cancellation or a change of flight at least 4 hours in advance. In that case, supporting documents must be provided.

All expenses and costs arising from the failure of the designated postal operator, transit operator or destination operator to receive the mail shall be borne by Correos, provided that the Successful Bidder has duly fulfilled its obligations under this Contract.

Without prejudice to sections 3.3 and 3.15 of this Annex, the Successful Bidder shall be liable for the actual costs incurred in holding the consignment if they are responsible for the failure to deliver or receive it, provided that the necessary conditions for transport were met at the agreed time and place.

In the event of a routing error affecting any category of mail, the Successful Bidder shall reimburse the actual transport costs claimed by Correos, unless the error is attributable to Correos or a transit postal operator.

Where the Carrier is unable to deliver the mail to the originally specified destination, Correos shall only pay the Successful Bidder the charges corresponding to the carriage of the mail along the originally planned route, as per the CN 38/CN 41 delivery note. Where the total of the aforementioned charges and the transit costs paid by Correos to other companies or designated operators for the forwarding of mail to its originally intended destination exceeds the sum payable for the standard carriage of mail, the difference shall be borne by the Successful Bidder.

3.19. Waiver of Liability

If the Designated Operator, or its agents at the destination, refuse to deliver or accept the mail, and/or to sign the receipt for it, the Successful Bidder shall not be held liable for any delay or breach if:

a) has followed the agreed mail delivery procedure, as set out in the annexes to this Framework Agreement, which provides for the delivery of mail at the agreed point and times, as well as the submission of the relevant, duly completed documents and/or the EDI transmission of the relevant data.

b) has duly informed Correos, as soon as possible, in particular of the date and time of any attempted delivery, and has, where necessary, provided confirmation from the destination operator stating its refusal to accept the mail and/or the reasons for that refusal.

In the circumstances described in the previous paragraph, any additional costs arising from extra handling operations carried out by the Successful Bidder, in accordance with the provisions of Section 3.9 of this Annex , shall be borne by Correos. Receipts must be provided if requested by Correos.

Neither Party shall be liable to the other in the event of any delay or failure to perform its obligations due to causes beyond its control or that of its agents, and for the duration of the force majeure event, as defined in clause 3.20 of this Annex.

Any Party wishing to invoke the provisions of this paragraph shall immediately notify the other Party and endeavour to fulfil its obligations as soon as possible.

If, due to force majeure, one of the Parties is unable to fulfil its obligations under this Framework Agreement for a continuous period of more than one month, the other Party may terminate the Contract with immediate effect from the date of receipt of written notice from the other Party.

The Successful Bidder shall not be held liable in the event of any delay, loss, theft, tampering, damage or destruction of consignments or any other property caused by or resulting from:

a) a defect or fault inherent in the consignment or in the nature of its contents.
b) faulty packaging.
c) an act of war or an armed conflict.
d) an act by an authority relating to the arrival, departure or transit of mail.

3.20. Compliance with Customs and Aviation Security Regulations

The contracts based on this file will govern the customs and aviation security regulations applicable at the destinations covered by each based contract.

On routes where the destinations are subject to new specific requirements from Customs and Border Protection (CBP or equivalent) and aviation security authorities, other than those initially set out in the relevant contract document, the Successful Bidders must comply with those requirements. The Successful Bidder undertakes to comply strictly with the regulations in force in the countries of origin, transit and destination, including any legal provisions adopted after the contract has been awarded.

Any new provision or requirement other than those initially set out in the regulatory document governing the contract that affects the allocated destinations shall be formalised by means of an **Amendment Annex**. This document will set out the new security requirements and updated customs procedures, while ensuring that the substantive nature of the original contract remains unchanged.

The Amendment Annex will set out, amongst other matters, the potential scope of the Successful Bidder's liability arising from the new provisions incorporated.

If compliance with the new regulations results in an increase in direct, chargeable and demonstrable costs for the carrier, both parties may negotiate an adjustment to these costs in the aforementioned Annex. Such compensation shall apply exclusively to costs arising from the new customs or security requirement, subject to validation by the contracting body.

3.21. Force Majeure

Neither Party shall be liable to the other Party for any delay or failure to perform its obligations caused by unforeseeable circumstances, including, in particular, force majeure, fire, flood, riot, epidemic, quarantine measures, application of governmental measures, insurrection or seizure of goods, or any other event beyond its control.

Annex II. Description and restrictions on the tender by lots

A. The scope of the Framework Agreement is divided into the following lots:

Lot 1: Priority postal routes (with or without a guaranteed delivery time).

Lot 2: SAL (Surface Airlifted) mail routes, non-priority.

Each lot will be divided into as many routes as necessary, and these will be set out in the relevant contracts as they are put out to tender. The routes to be put out to tender will specify the requirements and the average load required for each route in each lot.

For each lot, several bidders may be awarded the contract, depending on the tenders submitted and the scores obtained. Routes may be awarded to several bidders until the required capacity for those routes is reached and filled.

B. The award of the lots constituting the subject matter of the contract shall be subject, where applicable, to the following restrictions:

- Restriction on the number of lots for which a single bidder may submit a bid:
  ☒ Not foreseen
- Restriction on the cumulative award of lots
  ☒ Not foreseen

Maximum number of lots that a single bidder, either individually or as part of a UTE, may be awarded [_]

☒ Not foreseen

The estimated base tender budget for the FOUR-year duration amounts to FIFTY-ONE MILLION ONE HUNDRED AND NINE THOUSAND FOUR HUNDRED AND SIXTY-TWO EUROS AND TWENTY-FIVE CENTS (51,109,462.25), including VAT or equivalent indirect taxes:

TAX BASE	FORTY-TWO MILLION TWO HUNDRED AND THIRTY-NINE THOUSAND TWO HUNDRED AND TWENTY-FIVE EUROS (€42,239,225.00)
VAT OR EQUIVALENT INDIRECT TAX	EIGHT MILLION EIGHT HUNDRED AND SEVENTY THOUSAND TWO HUNDRED AND THIRTY-SEVEN EUROS AND TWENTY-FIVE CENTS (€8,870,237.25)
TOTAL	FIFTY-ONE MILLION ONE HUNDRED AND NINE THOUSAND FOUR HUNDRED AND SIXTY-TWO EUROS AND TWENTY-FIVE CENTS (€51,109,462.25)

In order to determine the basic tender budget, the costs of providing the service, with its specific conditions of provision and the industrial profit, have been taken into account. Taking all of the above into account, the breakdown of costs is as follows:

ALL LOTS								
Priority Mail Routes + SAL Mail Routes (Non-priority)								
Per year	Direct cost		Indirect costs (25%)	General costs (15%)	Industrial profit (5%)	Base tender price (excluding VAT or any other equivalent indirect tax)	VAT or equivalent indirect tax (€)	Total (€)
	Personal costs (33%)	Others (22%)						
2027	€3,234,000.00	€ 2,156,000.00	€ 2,450,000.00	€ 1,470,000.00	€ 490,000.00	€ 9,800,000.00	€ 2,058,000.00	€ 11,858,000.00
2028	€3,395,700.00	€ 2,263,800.00	€ 2,572,500.00	€ 1,543,500.00	€ 514,500.00	€ 10,290,000.00	€ 2,160,900.00	€ 12,450,900.00
2029	€3,565,485.00	€ 2,376,990.00	€ 2,701,125.00	€ 1,620,675.00	€ 540,225.00	€ 10,804,500.00	€ 2,268,945.00	€ 13,073,445.00
2030	€3,743,759.25	€ 2,495,839.50	€ 2,836,181.25	€ 1,701,708.75	€ 567,236.25	€ 11,344,725.00	€ 2,382,392.25	€ 13,727,117.25
TOTAL	**€ 13,938,944.25**	**€ 9,292,629.50**	**€ 10,559,806.25**	**€ 6,335,883.75**	**€ 2,111,961.25**	**€ 42,239,225.00**	**€ 8,870,237.25**	**€ 51,109,462.25**

The breakdown of the base tender budget by lot is as follows:

LOT 1								
Priority mail routes								
Per year	Direct cost		Indirect costs (25%)	General costs (15%)	Industrial profit (5%)	Base tender price (excluding VAT or any other equivalent indirect tax)	VAT or equivalent indirect tax (€)	Total (€)
	Personal costs (33%)	Others (22%)						
2027	€2,490,180.00	€ 1,660,120.00	€ 1,886,500.00	€ 1,131,900.00	€ 377,300.00	€ 7,546,000.00	€ 1,584,660.00	€ 9,130,660.00
2028	€2,614,689.00	€ 1,743,126.00	€ 1,980,825.00	€ 1,188,495.00	€ 396,165.00	€ 7,923,300.00	€ 1,663,893.00	€ 9,587,193.00
2029	€2,745,423.45	€ 1,830,282.30	€ 2,079,866.25	€ 1,247,919.75	€ 415,973.25	€ 8,319,465.00	€ 1,747,087.65	€ 10,066,552.65
2030	€2,882,694.62	€ 1,921,796.42	€ 2,183,859.56	€ 1,310,315.74	€ 436,771.91	€ 8,735,438.25	€ 1,834,442.03	€ 10,569,880.28
TOTAL	**€ 10,732,987.07**	**€ 7,155,324.72**	**€ 8,131,050.81**	**€ 4,878,630.49**	**€ 1,626,210.16**	**€ 32,524,203.25**	**€ 6,830,082.68**	**€ 39,354,285.93**

LOT 2								
SAL Routes (Non-Priority)								
Per year	Direct cost		Indirect costs (25%)	General costs (15%)	Industrial profit (5%)	Base tender price (excluding VAT or any other equivalent indirect tax)	VAT or equivalent indirect tax (€)	Total (€)
	Personal costs (33%)	Others (22%)						
2027	€743,820.00	€ 495,880.00	€ 563,500.00	€ 338,100.00	€ 112,700.00	€ 2,254,000.00	€ 473,340.00	€ 2,727,340.00
2028	€781,011.00	€ 520,674.00	€ 591,675.00	€ 355,005.00	€ 118,335.00	€ 2,366,700.00	€ 497,007.00	€ 2,863,707.00
2029	€820,061.55	€ 546,707.70	€ 621,258.75	€ 372,755.25	€ 124,251.75	€ 2,485,035.00	€ 521,857.35	€ 3,006,892.35
2030	€861,064.63	€ 574,043.09	€ 652,321.69	€ 391,393.01	€ 130,464.34	€ 2,609,286.75	€ 547,950.22	€ 3,157,236.97
TOTAL	**€ 3,205,957.18**	**€ 2,137,304.79**	**€ 2,428,755.44**	**€ 1,457,253.26**	**€ 485,751.09**	**€ 9,715,021.75**	**€ 2,040,154.57**	**€ 11,755,176.32**

Annex III. Summary of the methodology used to calculate the estimated value of the Framework Agreement

The **estimated value of the Framework Agreement** (excluding VAT or equivalent indirect tax and taking into account any extensions, as well as all the amendments provided for in the tender documents) amounts to **€50,687,070.00**.

	Prices in euros, excluding VAT
Budget for fulfilment	**€ 42,239,225.00**
Sum of planned changes (20%)	**€ 8,447,845.00**
Sum of planned extensions	**€0.00**
Others	**€ 0.00**
Estimated contract value	**€ 50,687,070.00**

The breakdown of the estimated value of the Framework Agreement for each of the lots is as follows:

Lot 1 - Priority Post

	Prices in euros, excluding VAT
Budget for fulfilment	**€ 32,524,203.25**
Sum of planned changes (20%)	**€ 6,504,840.65**
Sum of planned extensions	**€ 0.00**
Others	**€ 0.00**
Estimated contract value	**€ 39,029,043.90**

Lot 2 - SAL Post (Non-Priority)

	Prices in euros, excluding VAT
Budget for fulfilment	**€ 9,715,021.75**
Sum of planned changes (20%)	**€ 1,943,004.35**
Sum of planned extensions	**€ 0.00**
Others	**€ 0.00**
Estimated contract value	**€11,658,026.10**

There is no provision for extending the Framework Agreement or the based contracts

There is no provision for amending the Framework Agreement. Provision is made for the possibility of amending (upwards or downwards) contracts based on it, provided that this does not entail any substantial changes to the provisions of the Framework Agreement itself. In any case, this amendment may not entail the establishment of new unit prices not foreseen in the contract.

Annex IV. Application for Participation in the Framework Agreement

I, Mr/Ms...
with National Identification Document (DNI) No.º...
(Indicate as applicable)

☐ On my own behalf
☐ On behalf of the company...
and in the capacity
of...

Having been informed of the call for tenders for the **FRAMEWORK AGREEMENT for the provision of international air mail transport services**, issued by **Sociedad Estatal Correos y Telégrafos S.A, S.M.E.**

...

DO HEREBY APPLY to become a party to the aforementioned FRAMEWORK AGREEMENT in order to participate in tenders for contracts based on that agreement, and to that end submit this bid together with the required documentation.

AND HEREBY DECLARE:

1. That it meets the requirements set out in the invitation to tender regarding capacity, financial solvency and selection criteria, and accept the terms and conditions of the tender.
2. That it formally and expressly undertakes to allocate the necessary human and material resources to the contracts awarded to it for their performance.
3. The authenticity and accuracy of the accompanying documentation and the information contained therein.

IDENTIFICATION DETAILS OF THE BIDDER FOR THE PURPOSES OF ELECTRONIC NOTIFICATIONS

- Name and surnames or company name:
- Tax Identification Number (NIF/CIF):
- Legal representative(s)
- NIF:
- Contact person for the purposes of tender notifications:
- Landline/Mobile phone:
- Email address for the purposes of electronic notification:

Place, date, stamp of bidder and authorised signature.

ANNEX V. Method of accrediting economic and financial solvency, and technical or professional competence

- Method of accrediting financial solvency:

☒ The bidder's annual turnover shall be verified by accredited of their annual accounts, which have been approved and filed with the Companies Register, if the business is registered with that register; otherwise, by the accounts filed with the official register with which the business is required to be registered. Individual economic operators who are not registered on a Companies Register shall prove their annual turnover by means of their inventory books and financial statements legalised by the Companies Register.

The required annual turnover , based on the best financial year of the last three, shall be equivalent to:

Lot 1: TWO HUNDRED AND TWENTY THOUSAND EUROS (€225,000.00 EUROS).
Lot 2: SEVENTY-FIVE THOUSAND EUROS (€75,000.00).

☒ Taking out third-party liability insurance or similar to ensure that cover remains in place throughout the duration of the specific contract for any damage caused by the contractor, its staff, subcontractors or suppliers, for a minimum sum of:
Lot 1: € 225,000.00
Lot 2: € 75,000.00

- Method of demonstrating technical and professional competence:

☒	A certificate confirming the satisfactory completion of the services or works carried out, issued or endorsed by the organisation for which they were performed. Submission of certification confirming that the bidder has carried out international air transport of the same or a similar nature to that covered by the Framework Agreement over the last three years, with the cumulative annual value in the year with the highest volume of work being equal to or greater than: - Lot 1: NINETEEN THOUSAND EUROS (€19,000.00) - Lot 2: SIX THOUSAND EUROS (€6,000.00)

- Method of verifying professional qualifications

☒	A copy of the Air Operator's Certificate (AOC) or a certificate issued by the relevant airport authorities (IATA, ICAO, AENA, AESA or other relevant equivalent authorisations) proving authorisation to operate at airports of origin in Spain, or the relevant equivalent authorisations for carrying out commercial international transport operations, or a sworn statement that the airlines represented or used are in possession of these. If it is not possible to provide such documentation, Correos may verify and accept as valid, by means of the accreditation or operating authorisation lists published and in force by IATA, AENA, AESA or the relevant airport authority, whether the airlines represented hold such authorisation.

	In the case of Bidders who are GSAs (General Sales Agents), logistics operators or transit operators, the required documentation may be submitted on behalf of each of the airlines they represent.

Annex VI. Instructions and guidelines for the electronic submission of bids

Bidders must prepare and submit all their bid envelopes electronically via the Correos Procurement Portal (https://pcc.correos.es/).

On this website, you can find the necessary technical requirements, as well as manuals and video tutorials to help you:

Technical requirements: https://pcc.correos.es/html/requisitos-tecnicos

Bids are submitted directly via a web browser (no need to download an additional app), so it is essential to use a compatible browser. This page also sets out the recommended system requirements.

It will also be necessary for companies to hold a valid electronic certificate for identification and electronic signatures. To do this, it is necessary to have the Auto Firma app installed.

Manuals and video tutorials: available on the portal, explaining how to access the system, submit bids, receive notifications, register users and configure certificates.

Any bid that for any reason is not submitted electronically via the portal shall be automatically rejected from the tender procedure.

In the event that any of the documents in a tender cannot be displayed correctly, the bidder shall be allowed to submit this document in digital format within 24 hours of notification of the incident. The document subsequently submitted may not be modified from the original included in the tender. If the contracting entity establishes that the document has been modified, the bidder's proposal shall not be taken into account.

When the electronic signature of envelopes or documents is required, this must be done with electronic certificates issued by recognised certification service providers, and compatible with the Auto Firma application.

However, non-national persons may sign with other certificates provided that they can prove that they are generally accepted in public procurement in their country.

Bidders may also submit a security copy of these documents to the register of teh contracting entity, in physical electronic format, in accordance with the provisions of the Fifteenth Additional Provision of the LCSP.

Annex VII. Instructions for completing the ESPD

The ESPD consists of a declaration on the financial status, capabilities and suitability of companies to participate in a public procurement procedure, in accordance with Article 59 of Directive 2014/14, (Annex 1.5) and Commission Implementing Regulation (EU) 2016/7 of 5 January 2016, which establishes the standard form for the ESPD and the instructions for completing it.

The European Single Procurement Document (ESPD) form is available at the following address:

https://visor.registrodelicitadores.gob.es/espd-web/filter#

The contracting body may exercise its powers to verify the information contained in the ESPD by requesting the submission of the relevant supporting documents, in accordance with Article 69 of Law 39/2015.

In any event, the submission of the ESPD by the bidder implies a commitment that, should the contract be awarded to them, they will provide the supporting documents which the ESPD replaces.

The requirements set out in the document must be met, in any event, by the closing date for tenders and must remain in force until the contract is concluded. The statement must be signed by a person with the necessary authority to do so.

The sections (of the ESPD's Table of Contents and Structure) marked in this Annex must be completed.

☒ PART I: INFORMATION ON THE PROCUREMENT PROCEDURE AND THE CONTRACTING AUTHORITY (Identification of the contract and the contracting entity; this information must be provided by the contracting entity)

☒ PART II: INFORMATION ON THE ECONOMIC OPERATOR

☒ Section A: INFORMATION ON THE ECONOMIC OPERATOR

- Identification
  The VAT number to be provided is the NIF or CIF (for Spanish citizens or companies), the NIE (for foreign nationals residing in Spain), and the VIES or DUNS (for foreign companies).
- General information
- Form of participation

☒ Section B: INFORMATION ON THE REPRESENTATIVES OF THE ECONOMIC OPERATORS

- Representation, where applicable (representative's details)

☒ Section C: INFORMATION ON THE USE OF OTHER ENTITIES' CAPACITY

- Appeal (Yes or No)

☒ Section D: INFORMATION ON THE SUBCONTRACTORS

- Subcontracting (Yes or No; if Yes, please list any known subcontractors)

☒ PART III: GROUNDS FOR EXCLUSION (in the ESPD electronic service, the fields in sections A, B and C of this part are set to 'No' by default; this allows the operator to verify that they are not subject to any grounds for procurement bans or, if they are, to justify the exception)

☒ Section A: GROUNDS RELATING TO CRIMINAL CONVICTIONS. Grounds relating to criminal convictions as set out in Article 57(1) of Directive 2014/24/EU.

☒ Section B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS: Payment of taxes or Social Security contributions (confirms compliance with obligations)

☒ Section C: GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTEREST OR PROFESSIONAL MISCONDUCT. Information regarding any potential insolvency, conflict of interest or professional misconduct

☒ Section D: OTHER GROUNDS FOR EXCLUSION PROVIDED FOR IN NATIONAL LEGISLATION. Purely national grounds for exclusion (if any, please state)

PART IV: SELECTION CRITERIA:

☒ OPTION 1: OVERALL INDICATION OF COMPLIANCE WITH ALL SELECTION CRITERIA

☐ OPTION 2: The contracting entity requires an affidavit of compliance with specific criteria (all sections must be completed)

- Section A: SUITABILITY: (information relating to registration in the Commercial Register or other official register, or the availability of the necessary authorisations).
- Section B: FINANCIAL AND ECONOMIC SOLVENCY (information to be provided in accordance with the specifications, notice or invitation).
- Section C: TECHNICAL AND PROFESSIONAL CAPACITY (details to be provided in accordance with the specifications, notice or invitation).
- Section D: QUALITY ASSURANCE SYSTEMS AND ENVIRONMENTAL MANAGEMENT STANDARDS.

☐ PART V: REDUCTION IN THE NUMBER OF QUALIFIED CANDIDATES.

☒ PART VI: FINAL DECLARATIONS (affidavit on the veracity and availability of the documents provided and the availability of supporting documents, and consent for the contracting entity to access such information)

Annex VIII. Criteria for the award of contracts based on evaluation using a formula or automatically

The award criteria will be specified in the invitation to tender for each specific contract to be awarded under the Framework Agreement. This could be "best value for money" or "best value for money"

- For Lot 1, the automatic evaluation criterion of "best value for money" will apply; the financial bid will be weighted at 70%.

- For Lot 2, the sole award criterion is "best value for money," based on price; consequently, this automatic evaluation criterion will account for 100% of the total score.

All scores will be rounded to two decimal places

☒ Sole Award Criterion: BEST VALUE FOR MONEY

Type	Criterion	Weighting
Criteria subject to value judgements	Technical	0%
Criteria that can be assessed using a formula or automatically	Technical	0%
	Economic	100%

Criteria whose assessment depends on the application of a formula

Award criteria			
Description	Financial Bid	Weighting	100 points
Evaluation formula	**S = WEm × (1 – ((Pon – Pse) / TS))** Where: S = Score for bid "n" WEm = Weighting assigned to the economic criterion Pon = Price "n" PSe = Lowest tender price TS: Tender Specifications		

☒ Multiple award criteria: BEST QUALITY-PRICE RATIO. The final score will be calculated by adding together the scores awarded for the criteria that can be assessed using a formula or automatically.

Type	Criterion	Weighting
Criteria subject to value judgements	Technical	0%
Criteria that can be assessed using a formula or automatically	Technical	30%
	Economic	70%

Criteria whose assessment depends on the application of a formula

Award criterion 1			
Description	Financial Bid	Weighting	70 points
Evaluation formula	**S = WEm × (1 – ((Pon – Pse) / TS))** Where: S = Score for bid "n" WEm = Weighting assigned to the economic criterion Pon = Price "n" PSe = Lowest tender price TS: Tender Specifications		

Award criterion 2			
Description	Use of direct flights	Weighting	30 points
Evaluation formula	○ Direct flights from origin to destination (30 points). ○ Connecting flights (20 points). Direct flights are defined as those that depart from the airport of origin and arrive at the destination via a single flight, without any stopovers.		

Annex IX – Financial bid template

Financial Bid Template **From to Season IATA x**

NEED TO CONTRACT SERVICES: VARIOUS ROUTES

FILE xxx **LOT 1 and 2** **BASED CONTRACT x**

Airline: **IATA Code:**

GSA*

**GSAs submitting bids on behalf of more than one airline must submit a separate technical bid for each of them.*

LOT:	Route number	TYPE	Departure Airport Code	Destination Airport Code	Destination Country Code	Destination country	Estimated MONTHLY weight Kg	Estimated weight: DAILY PRIO (kg)	Price € / kg *
Example:	*20*	*PRIO*	*MAD*	*VNO*	*LT*	*LITHUANIA*	*1,176*	*44*	*1.20*

**Excluding VAT or any other equivalent indirect tax.*

Place, date, stamp of bidder and authorised signature.

Annex X. Technical bid template

Technical Proposal Template

From to
Season IATA x

NEED TO CONTRACT SERVICES: VARIOUS ROUTES

FILE xxx **LOT: 1 and 2** **BASED CONTRACT x**

Airline: **IATA Code:**

GSA*

******GSAs submitting bids on behalf of more than one airline must submit a separate technical bid for each of them.*

LOT:	Route number	Type	Departure Airport Code	Destination Airport Code	Destination Country Code	Destination country	Estimated MONTHLY weight Kg	Estimated weight: DAILY Kg.	Cargo Offered (kg/flight)	Flight cargo, origin MAD/BCN, kg.	frequency flights/week	Flight Code 1	Direct flight	Comments
Example:	*20*	*PRIO*	*MAD*	*VNO*	*LT*	*LITHUANIA*	*1,176*	*44*	*700*	*500*	*5*	*ZZ0042*	*yes*	

Place, date, stamp of bidder and authorised signature.

Annex XI. Penalty regime

The following incidents shall be deemed breaches of contract, entitling Correos to impose a financial penalty in all cases:

A). VERY SERIOUS INFRINGEMENTS

Damage to or breakage of the cargo / Total or partial loss: In the event that the consignment is damaged, broken, or lost in whole or in part during transport, the Successful Bidder shall reimburse the sum of compensation paid by Correos to its customers, as provided for in the UPU Acts. (Art. X). Correos will issue a monthly invoice for the sum of compensation paid to its customers, listing the items in question. The Successful Bidder shall notify their decision to accept or reject the invoice within a maximum of 60 calendar days of receipt. Where it is rejected, details of the disputed information must be provided. If no reply is received within this period, the offer will be deemed to have been accepted. The sum of this invoice will be deducted from the next monthly invoice issued for transport services.

B). SERIOUS BREACHES

Delay in the delivery of priority mail with a critical delivery time at the destination: Where the Successful Bidder fails to meet the established quality targets, delivering less than 85% of priority mail to one or more destinations by the agreed delivery date over a period of three months, calculated as calendar quarters (January to March, April to June, July to September and October to December), Correos may deduct up to 5% of the price paid for the carriage of delayed items to those destinations with poor quality (during that period) from the following month's invoice.

C). MINOR BREACHES

Failure to supply material: Where there is repeated failure to provide empty ULDs, as well as nets, plastic sheeting, blankets and the necessary materials to prepare the pallets/PMCs correctly, Correos may deduct up to 5% from the amount paid for the carriage of the consignments affected by such non-compliance.

Correos will submit a written complaint (by email) to the contractor immediately upon discovering the damage and within a maximum of ten (10) working days from the scheduled delivery date of the consignment at its destination.

Quality data will be obtained using the following procedures: IPC's Mail Registration Device (MRD), EDI and CAPE systems, quality reports from the IPC system, and any other systems that may be implemented during the term of the Framework Agreement.

Correos may require a signed proof of delivery if the details provided by the Successful Bidders do not match those of the destination postal operator, those obtained via the CAPE system, or the quality reports from the IPC System.

Annex XII. Definitions

For the purposes of this Framework Agreement, the following terms shall be interpreted as set out below:

Acceptance: the point at which the Carrier formally agrees to provide the service in accordance with this Contract. To this end, it shall provide Correos or the designated operator of origin/transit with proof of acceptance.

Agent: A representative of the Carrier, including the ground handling agent acting on behalf of the Carrier at the airports of departure and arrival and, where necessary, at the transit airport.

International Air Transport Association (IATA): an international trade organisation whose aim is to represent, guide and serve the air transport industry.

CAPE: IPC system for managing mail exchange via EDI messaging.

CARDIT: an EDI message sent by a designated operator handing over a consignment to a carrier (including airlines) responsible for transporting it. The CARDIT message is the electronic equivalent of delivery notes CN 38, CN 41 and CN 47. This is a dispatch notification sent to the carrier.

Universal Postal Convention: international treaty setting out the rules applicable to the entire international postal service.

Mail: a collection of postal items, as defined in the Universal Postal Convention, which must be transported by aircraft, lorry or any other vehicle, or which are covered by other services referred to in this Contract. Mail in transit must be classified into two categories: priority mail and surface mail carried by air with reduced priority. Any item referred to in the documents shall be regarded as mail. Cargo or goods referred to in the 1944 Chicago Convention, the 1929 Warsaw Convention, the 1999 Montreal Convention or any related protocol or convention are expressly excluded.

Airmail: any postal item that is normally carried by air and sent as priority post.

Special Drawing Rights (SDR): an international reserve asset created in 1969 by the International Monetary Fund to supplement existing foreign exchange reserves. Its value is determined on the basis of a basket of currencies, the weightings of which are adjusted at regular intervals. The UPU and several other international organisations use the SDR as their unit of account.

Destination: a location, usually situated within the airport, where the Carrier hands over the mail to the designated destination operator.

Days: full calendar days, including rest days and public holidays.

Documents: documents, including bag labels, provided by the designated operator in accordance with the provisions of the UPU Regulations (e.g. CN 38 delivery note for priority and EMS items and CN 41 delivery note for non-priority surface mail carried by air), which in principle prove the existence of the contract for the provision of services between the designated operator and the Carrier. These documents serve as written proof, among other things, of the acceptance and handover of the goods, as well as forming the basis for the final invoice.

EMS: an express mail service for documents and goods (collection, dispatch and delivery) provided in accordance with the EMS Standard Multilateral Agreement or a bilateral agreement governing relations between designated operators that have agreed to provide this service. EMS mail takes priority over other postal items.

Delivery: delivery of the mail to the destination, confirmed by proof of delivery.

Acceptance of the mail by the carrier for transport. The Carrier assumes responsibility for the mail delivered by Correos or the designated transit operator.

Delivery of mail carried by the Carrier to the designated transit operator or the operator in the country of destination.

Non-priority mail: mail for which the sender has chosen a lower rate, which means a longer delivery time.

Mail shipment: a generic term referring to all items dispatched by a designated operator (letters, postal parcels, EMS, postal money orders, etc.).

Priority delivery: delivery via the fastest route (air or surface) with priority.

SAL (Surface Air Mail): any surface mail item carried by air with reduced priority.

Dispatch: mail from a private service (EMS, priority mail, surface mail carried by air, or empty bags returned) and documents handed over by the Principal for transport from the point of origin to the destination, in accordance with the routing plan and the instructions set out in the transport documents.

GSA (General Sales Agent): Sales agents who market space in aircraft holds.

Critical delivery time: the deadline for handing over the mail to the carrier at the point of origin, or the deadline for delivering the mail to the client at the destination.

IATA: an abbreviation for 'International Air Transport Association'.

Electronic Data Interchange (EDI): the exchange of information messages (e.g. CARDIT and RESDIT), as set out in the latest version of the publication *UPU EDI Messaging Standards*.

Airmail routing plans: a set of flight routes and schedules for the carriage of mail by the Carrier. The Carrier may amend these itineraries and timetables depending on factors such as weather conditions or flight cancellations.

Interconnect. Multilateral Agreement between Postal Operators.

IPC: International Post Corporation.

VAT: value added tax.

KPG: KAHALA POSTAL GROUP. Multilateral Agreement between Postal Operators for the exchange of EMS items with a guaranteed delivery date.

Mail Register Device: A device developed by IPC that enables mail handling operators to record deliveries quickly and easily at the postal operator's facilities located at airports. The device is installed by postal operators at the point where handling agents hand over containers of mail transported by airlines to postal operator staff, and/or where postal operator staff hand over mail consignments to airlines; this usually takes place at the entrance to the postal operators' airport premises.

MRD-POC: Acknowledgement of receipt or custody document indicating the transfer of liability between the originating postal operator and the carrier.

MRD-POD: Proof of delivery indicating the transfer of responsibility between the carrier and the postal operator at the destination.

MRD: abbreviation for Mail Register Device.

Dangerous goods: goods referred to in the United Nations' "Recommendations on the Transport of Dangerous Goods" , with the exception of certain dangerous goods specified in the current UPU Regulations, and goods referred to in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations.

OAG: abbreviation for 'Operational Aviation Guide'. The OAG guide contains one of the most comprehensive databases of international flight schedules, featuring up-to-date and historical information on nearly 900 airlines and around 4,000 airports. It provides reliable information on flight routes, timetables, airlines, airports and more. It is the standard operational guide recommended by the UPU's EMS Cooperative to help operators plan and draw up their air transport schedules.

DO: abbreviation for 'designated operator'.

Designated operator: any entity (whether governmental or private) officially designated by the government of a UPU member country to operate postal services and fulfil the obligations arising from the UPU Acts within its territory, in particular the acceptance, handling, routing and delivery of postal items.

Origin: the place of dispatch of the mail where the Carrier accepts the mail from the Principal for the purpose of providing the services.

Routing plan: a list of the airmail routes agreed between the Carrier and Correos for the provision of the service.

Proof of acceptance: effective verification of all mail received by the Carrier by recording the details relating to the recipient identifiers contained in the EDI messages generated by the Carrier, and/or the signing of documents or the exchange of other previously agreed data. Acceptance of the consignment is subject to compliance with the cut-off time specified by the carrier for each individual consignment.

Proof of delivery: a formal check of all mail received by the designated operator at the destination or by its agent, carried out by recording data relating to the recipient identifiers contained in the EDI messages generated by the Carrier, and/or by signing the documents or exchanging other previously agreed data. Proof of delivery is subject to compliance with the critical delivery time specified by the Carrier for each given consignment, as well as to the designated local operator being able to sign or transmit proof of delivery.

RESDIT: message sent to the operator designated by the carrier for a consignment (e.g. an airline). A RESDIT message is usually sent in response to a CARDIT. However, if no CARDIT is received, a RESDIT message may also be sent provided that the designated operator and the carrier both apply an appropriate standard for exchanging messages.

Several RESDIT messages may correspond to a single CARDIT, as the containers in a shipment are transported throughout the supply chain, from origin to destination.

RESDIT 74: confirms that the containers were received by the company. Air POA

RESDIT 21: confirms that the containers were delivered by the company. By air to the destination operator. POD

Services: all services related to the transport of mail, such as loading, unloading, ground handling, security, transport, distribution and documentation.

Fees: payment for services,

Basic airmail transport fee: the fee applicable to the transport of mail by carriers acting on behalf of designated operators, in the absence of any specific agreement on rates between the latter. This basic rate will be set annually by the UPU International Bureau and approved by the UPU Postal Operations Council. It will be based on the international financial statistics for airlines, as established by the International Civil Aviation Organisation.

IATA season: The aviation industry divides the calendar year into two seasons or periods.

The IATA summer season begins on the last Sunday in March and ends on the last Saturday in October.

The IATA winter season begins on the last Sunday in October and ends on the last Saturday in March.

Transport: transport and physical movement by air, sea or land, as applicable.

Universal Postal Union: a specialised agency of the United Nations, whose mission is to ensure the organisation and improvement of postal services and to promote the development of international cooperation in this field.

UPU: abbreviation of Universal Postal Union.

Contracted volumes: the volume of shipments in a consignment handed over by the Principal, in accordance with the volumes estimated and/or accepted by the Carrier for the provision of the service.

Annex XIII **Affidavit of the Successful Bidder for the contract on the implementation of the equality plan in accordance with the provisions of Article 71 of act 9/2017, of 8 November, on Public Sector Procurement.**

I, Mr./Ms.	______________________________
Tax Identification Number (NIF)	______________________________
With address at	______________________________
[Street], no.	______________________________
Contact telephone no.	______________________________
Email	______________________________

If acting in representation

Acting as a representative of	______________________________
Company Tax Identification Code (CIF)	______________________________
With address at	______________________________
[Street], no.	______________________________
Email	______________________________

DO HEREBY DECLARE UNDER MY OWN RESPONSIBILITY:

That, pursuant to articles 45 and subsequent of Organic Act 3/2007 of 22 March for the effective equality between men and women

☐ COMPLIES with the obligation of having implemented an equality plan.

☐ The company has less than 50 employees.

Place, date and signature of the Successful Bidder

Annex XIV – Supplier Assessment.

Parameter to be assessed	Indicator	Target value	Levels of compliance
Term	Please specify here the total or partial payments due from the Successful Bidder		
Penalties			
ANS			
Satisfaction surveys			
Audits to be conducted			
Other			

Annex XV. Planned amendments to based contracts

Amendments to the based contracts are expected. The contracts awarded on the basis of this Framework Agreement may be amended during the term, in the cases and with the requirements established in Article 109 et seq. of RDL 3/2020. Such amendments will be made should it be necessary to incorporate new features that have arisen in the service originally put out to tender (such as an increase in flight frequencies, changes to the airports on the route, an increase in the expected cargo volume, or the use of different aircraft).

In such cases, the unit prices of the amendment may not exceed 20% (upwards or downwards) of the based contract award prices.
This also includes possible adjustments, either upwards or downwards, in relation to the Framework Agreement, up to 20% of the contract value.

CIRCUMSTANCES During the term of the contract and as a result of unforeseen circumstances that could not have been anticipated prior to its publication and which are essential for the correct provision of the service originally tendered (special requirements arising from unplanned elections, armed conflicts or states of war, airspace closures or closures of airports and hubs used, strikes not involving the Successful Bidders, or the introduction of new security or tariff measures), Correos may add or remove contracted services and/or routes in order to incorporate and adapt the initial contract to the unforeseen requirements in the cases set out below: • Coverage of additional routes or modifications to existing ones to comply with the official timetables for general, regional or European elections, ensuring the provision of postal voting services. • Traffic adjustments on routes due to inability of Successful Bidders to cope with unplanned peaks in demand. • Changes to flight frequencies, stopover or destination airports, or aircraft, due to Correos's logistical requirements.
SCOPE (aspects of the contract that may be affected): Any changes may affect the volume of cargo (increase or decrease), routes or allocated airports, while always remaining consistent with the subject matter of the contract.
MAXIMUM PERCENTAGE OF THE CONTRACT AWARD PRICE THAT MAY BE AFFECTED: ☒ General limit (up to twenty per cent of the initial price, either upwards or downwards, for all amendments combined) ☐ Specific limit for this reason for AMED: …… per cent of the initial price In any case, this amendment may not entail the establishment of new unit prices not foreseen in the contract.
AMENDMENT CONDITIONS Any amendment to the contract shall be agreed by the contracting body, either on its

own initiative or at the contractor's request.

The proposed amendment will be communicated by the contract manager.

Once agreed, the amendment will be published on the contracting entity's procurement profile, together with any reports that may have been obtained prior to its approval, including those provided by the Successful Bidder or issued by the contracting entity itself.