



**Universitat de les
Illes Balears**

Facultat d'Economia i Empresa

Memòria del Treball de Fi de Grau

Hiring of the energetic management for a town by energy firms.

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- L'autor autoritza l'accés públic a aquest Treball de Fi de Grau.
 L'autor no autoritza l'accés públic a aquest Treball de Fi de Grau.

Paraules clau del treball:
Contractació, energia, concessió, viabilitat.

INDEX

| | |
|--|-----------|
| TABLE INDEX | 3 |
| SUMMARY | 4 |
| INTRODUCTION AND OBJECT | 5 |
| METODOLOGY | 5 |
| DEFINITION | 6 |
| RISKS OF THE CONTRACTS | 7 |
| DURATION | 13 |
| IMPROVEMENTS INTRODUCED | 14 |
| INDEX | 17 |
| 1 PURPOSE OF THE CONTRACT | 19 |
| 2 BUDGET | 19 |
| 3 EXPRESS PROVE OF THE CREDIT EXISTANCE | 19 |
| 4 DURATION OF THE CONTRACT | 20 |
| 5 EXPOSITION OF THE PROJECT | 20 |
| 6 ADJUDICATION PROCESS | 20 |
| 7 PROMOTION OF THE SPECIFICATION | 20 |
| 8 APLICATIONS FOR PARTICIPATE AND REQUIRED DOCUMENTS | 20 |
| 8.1 PLACE | 21 |
| 8.2. WAY | 21 |
| 8.3 ENVELOPE A | 21 |
| 8.4 ENVELOPE B | 22 |
| 9 CANDIDATE SELECTION | 24 |
| 9.1. SELECTION CRITERIA | 24 |
| 10 PROVISIONAL AND FINAL WARRANTEE | 25 |
| 11 PRESENTATION OF THE PROPOSALS: ECONOMIC PROPOSAL AND TECHNICAL DOCUMENTATION | 25 |
| 11.1 ENVELOPE C: ECONOMICAL PORPOSAL | 25 |
| 11.2 SOBRE D: DOCUMENTACIÓN TÉCNICA | 26 |
| 12 ADJUDICATION | 26 |
| 12.1. THE CONTRACTING BOARD..... | 27 |
| 12.2. EVALUATION CRITRERIAS..... | 27 |

| | |
|--|-----------|
| 13 FORMALISATION OF THE CONTRACT | 29 |
| 14 EXECUTION OF THE CONTRACT | 29 |
| 14.1 ENTREPRENEUR OBLIGATIONS | 29 |
| 14.2 ENTREPRENEUR RESPONSABILITIES | 29 |
| 15 TAXES | 30 |
| 16 BREACH AND PENALTIES | 30 |
| 17 PAYMENT WAY AND PRICES DETERMINATION | 30 |
| 17.1 PRICES DETERMINATION | 30 |
| 17.2 REVISION OF PRICES | 31 |
| 18 BILLING..... | 32 |
| 19 RESOLUTION OF THE CONTRACT..... | 33 |
| 20 LAW APPLICABLE..... | 33 |
| 21 CONFIDENTIALITY OF THE CONTRACT | 34 |
| 22 PEROGATIVES OF THE ADMINISTRATION | 34 |
| 23 GRANDS AND SUBSIDIES | 34 |
| ANNEX I | 35 |
| ANNEX II | 37 |
| CONCLUSIONS | 39 |
| BIBLIOGRAPHY | 40 |

TABLE INDEX

| | |
|---|-----------|
| TABLE 1. KINDS OF CONTRACTS..... | 13 |
| TABLE 2. INCOME AND COSTS..... | 14 |

SUMMARY

The Project is based in analyse the different types of possible contracts for the public administration in the moment which they want to take a public concession in the scope of the energetic management, are defined the contracts, the advantages and disadvantages according the frame of energetic management, based in an improvement of the facilities, associating to that a reduction of the consumption, it is evaluated the rentability, from both sides, the administration (which is looking for a reduction of consumption by improvements), from the other side the firm which will make the project is just focused in a rentability of the investment.

Once we had analysed these cases and have choose the best contract, it is established a specification of the conditions to take place the energetic management of the county.

El trabajo se basa en analizar los tipos de contratos posibles para la administración pública en el momento de llevar a cabo una concesión pública en el ámbito de gestión energética, se definen los tipos de contratos, sus ventajas e inconvenientes, se analiza la situación concreta de gestión energética, basada en una mejora de las instalaciones, lo que lleva asociado una reducción de consumo, se evalúa la rentabilidad por parte de la administración, que busca una reducción de su consumo mediante la implantación de mejoras, y por parte de la empresa que llevará a cabo el proyecto, busca un beneficio puramente económico.

Tras el análisis de estos casos y elegir el contrato que mejor se adapta, se establece el pliego de condiciones para sacar a concurso la gestión energética del municipio.

INTRODUCTION AND OBJECT

My election is given, because of the huge changes that the energetic industry is suffering now a day, and the complexity of it. Also my interest to know closely the topics related to the energy.

From the other side, one of my motivations, has been the huge environmental worries which are everyday more present, and the counties and cities are more conscious of it.

It was curious for me to know by first hands, which are the measures that can be taken to improve the energetic management, and also know how these measures are measured.

Now a days, all of us are worried for this topics, and it was interesting for me to know more about them, I think there are few people prepared in this topic, so my contribution with this essay will be, my own knowledge, the structuration and simplicity of the steps that you have to follow when you have to make decisions in energetic management.

METODOLOGY

For the writing of my essay it had been taking place a field research with the reading of the corresponding laws applied to this case and the searching of similar contracts.

For the viability Project it have been evaluated the real costs given by the own hall of Santanyí, as well as other halls like Manacor. The costs have been analysed and it have been applied rentability ratios and indicators.

DEFINITION

With the purpose to understand which is the optimum contract for the energetic management of the County of Santanyí, we are going to study the different contracts possible referred by law in the Public sector contracts.

Will start defining each of them, According to the Article 6, we'll find 5 possible contracts:

-Works contract: are works contracts the ones which have as their object of a work or performance of any of the jobs listed in Annex I of TRLCSP that meets the requirements specified by the contracting entity. For work means the outcome of a set of construction or civil engineering designed to fulfil for itself an economic or technical function, which has an immovable object.

-Concession of Public Works: The public works concession is a contract that is intended by the grantee performing some of the benefits relating to the contract works, including restoration and repair of existing buildings and the conservation and maintenance of built elements, and in which the consideration consists either solely in the right to exploit the construction or in this right together to perceive a price. It may also provide that the concessionaire is required to design, implement, maintain, replace and repair works that are incidental or are linked to the main and necessary for it to perform the crucial purpose of its construction and to allow better performance and exploitation.

-Utility-Management: The management contract utility is one under which a public administration entrusted to a natural or juridical person, the operation of a service whose provision has been adopted as their own competition for the responsible authority.

-Supplies: Are supply contracts which concern the acquisition, financial lease, or lease, with or without option to buy, of products or real estate. Also considered supply contracts which have as their object the acquisition and lease of equipment and systems for telecommunications and information processing, devices and programs, and licensing of the use of the latter.

-Collaboration between the public and private sector: are those which the administration gives to a private entity some capability. They may only be held when such contracts have been previously shown, in the manner provided in Article 134 TRLCSP, than alternative contracting methods do not allow the satisfaction of public purposes.

Since they are similar we will announce the differences between contracts and public works concessions:

While the public works contract on which the contract expires with the execution of the work and payment of the agreed remuneration, the contract of public works concession means the object culminated in the construction of the work and the perception of rights for its use made by third party users.

Another characteristic of public works concession, the difference is that element of public works contract, is the form of compensation to the concessionaire, which comes from user fees paid in respect of use of the work; it is an essential element without which it could establish a separate contract; part of the doctrine states that to allow the mandatory legal provision of any form of remuneration would be virtually reducing the importance of this conformational element works concession contract; to the point that the standard may be eliminating the specificity of the institution.

RISKS OF THE CONTRACTS

To understand what these risks pose first define each of them:

Financial Risk: Also known as financial risk; is a broad term used to refer to the risk associated with any form of financing. Risk can be understood as the possibility that profits are lower than expected or no return at all.

Therefore, the financial risk includes the possibility of any event that results in negative financial consequences to occur. We have developed an entire field of

study around the financial risk to lessen its impact on business, investment, trade, etc.¹

Operating Risk: The risk that is assumed by the contractor at the time of carrying out the operation, including any kind of damage in the material used in the workers and all the elements necessary to carry out the operation. As well as the risk for bearing himself just what has been marked by the contract.

Market risk: This risk is due to the probability of price changes or adverse market rate for the position that the company has as a result of the operations carried out in the same direction. Therefore, according to the market where they operate, the risk can be:

- Risk of price of goods.
- Risk of stock price.
- Interest rate risk.
- Exchange rate risk.
- Risk based and correlation among different positions and market.²

Reversal of works: according to RAE means returning to the state or condition it had before. As applied to our case, would work once the possibility that passed into the hands of the previous owner.

According to the different types of contract,s different parties assume the risks arising from the contract.

- **Works contract**: The contract will run on the risk of the contractor without prejudice to the provisions of Article 231 by major force.

Investment risk requires the builder to purchase the materials needed for take place the work commissioned by express delegation or the promoter, who agrees to pay the price of the materials, labour and other costs, plus a remuneration the contractor is assigned tasks .

¹ Fuente: Riesgo financiero | Definición <http://www.efxto.com/diccionario/r/3738-riesgo-financiero#ixzz2j1fCGnGQ>

² Fuente: López Domínguez, Ignacio, Riesgo de mercado, Expansión <http://www.expansion.com/diccionario-economico/riesgo-de-mercado.html>

During the development of the work and until the warranty period is met the contractor is responsible for defects in the construction may be noted.

The risk of exploitation rests with the dealer taking the economic risk of its continuity and management under the terms established in the contract or subsequently ordered by the contracting authority.

Market risk can be covered by insurance.

The review of works and installations are to be borne by the contractor.

-Granting Public works contract: the contract will be executed y risk of the contractor, assuming the economic risk of the management, following the terms and conditions established in the contract. When will be a reason of economic or social returns, or demands arising attend public purpose or interest of the work under the license , the Administration may provide resources for funding. In the concession contract the risk arising from the execution of the work and its use rests with the dealer. The law allows dealers to charge exploitation rights to the user of the work (for example, by charging tolls or fees) for a certain period of time.

The right of exploitation also involves the transfer of operational responsibility, which includes the technical, financial and managerial aspects of the work. Is the dealer which is responsible, for example, the task of making the necessary investments so that your work can, usefully, be made available to users. Also it bears the burden of paying off the construction. Moreover, not only the dealer assumes the risks inherent in any construction, but must bear the risks associated with the management and use of the facilities.

-Management of public services, supply or services: ; the contract will be executed y risk of the contractor.

-Management of public services: the management of public services and the provision of public services should be differentiated. The difference is if the risk of exploitation, is taken or not by the contractor.

Although the recipients of the benefit to the award of public service are in a natural way individuals as users of it, however, is not an essential requirement

for the legal relationship qualifies as such that payment for use is made effectively by them. Rather the concession was not denatured by the fact that the payment for the use of the service is carried out by the grantor (payment in the shade), always subsisting risk taking by dealer.

The administrative concession of public services involves the transfer, to the dealer service organization, without prejudice; of course, to the powers of police on it correspond to the granting authority. This organizational power is a logical requirement of self-assumption of risk of exploitation; therefore, the latter requires the dealer to provide the freedom of organization necessary to set the mode of carrying out the operation that might be more in keeping with his own conception company.

The above is reflected in Articles 8, 251 and 253 of LCSP

The contractor shall be responsible for the technical quality of the work and develop facilities and services performed, as well as the consequences deducted for administration or others for omissions, errors, inappropriate methods or incorrect conclusions in the execution of contract.

-Supply Management: In the lease, the landlord or employer will assume during the term of the contract the obligation of maintaining the subject matter. The amounts, if any, payable by the Government in connection with maintenance fee shall be determined separately from the component of the price of the lease.

The winner will be entitled to payment of the price of supplies delivered effectively and formally received by the Directors in accordance with the conditions established in the contract.

Unless otherwise agreed, the costs of delivery and transport of goods supplied to the agreed place shall be borne by the contractor.

Therefore, even the risk of exploitation and the financial market risk are taken by the Contractor.

-Collaboration between the public and private sector: The risk must be determined at the time of making the contract specifying the allocation of risks

arising from the variation in the costs of benefits and risk allocation availability or demand for those services.

At the time of allocation of risks should be borne in mind that for proper risk allocation between the public and private sectors, the risks should be allocated to one with greater capacity to manage at a lower cost, taking into account the public interest and the project profile.

Advantages and disadvantages of partnership contracts between the public and private sector:

- Tax advantages: improvement of public debt, the better value of money, optimal risk allocation and budgetary control.
- Economic advantages: speed of delivery, modernization, reliability, efficiency and access to international capital.
- Technological advantages: technological transparency, education and innovation.
- Social Benefits: used to meet social needs, increasing living standards, improve the environment, balancing public and private objectives and a process of efficient allocation of resources.
- policies Advantages: allows to assume the new role of the government retains the responsibility for providing public services in the field of control, regulation and financing and contributes to stability in the long run.

1. Private Sector

- a) Long term investment in support of the Public Administration.
- b) Cheaper costs through risk reduction
- c) Opportunities for integration in infrastructure, maintenance and operation.

2. Public Administration

- a) Liberalization of resources and deficit reduction.
- b) More economic projects.
- c) Mobility within the private sector.
- d) Process Control: design, construction and maintenance.

DURATION

Will analyse now the duration of each contract.

TABLE 1. KINDS OF CONTRACTS

| WORK | PUBLIC WORK CONCESSION | SUPPLY | SERVICES | PUBLIC SERVICES MANAGEMENT | COLLABORATION PUBLIC AND PRIVATE |
|-------------------------------|-----------------------------|-------------------------------|-------------------------------|--|--|
| Will apply the art. 23 TRLCSP | 40 years | Will apply the art. 23 TRLCSP | 4 years | 50 years with Works execution | 20 years |
| | 75 years in hidraulic works | | 2 years of possible extension | 60 with work execution of whole markets | 40 in similar contracts of public concession |
| | | | | 25 with differents sanitary services | |
| | | | | 10 with sanitary services without work execution | |

With all the concepts exposed, we conclude that given the provision that wants to hire; energy management, we understand that the best option for the administration is to carry out a contract of concession of public services because of other contracts are not adapted to the characteristics we seek. This arrangement allows the dealer organized in the best way they want to and at the same time it helps to the contractor to meet the objectives because it gives more space to act in different ways. In addition, for the council, is more easily ensure that the objectives are going to be met.

TABLE 2. INCOME AND EXPENSES

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| INCOME | | | | | | | | | | |
| Concession | 200.000 | 200.000 | 200.000 | 200.000 | 190.000 | 180.000 | 170.000 | 160.000 | 150.000 | 140.000 |
| Total income | 200.000 | 200.000 | 200.000 | 200.000 | 190.000 | 180.000 | 170.000 | 160.000 | 150.000 | 140.000 |
| COSTS | | | | | | | | | | |
| Employees | 65.800 | 65.800 | 65.800 | 47.800 | 47.800 | 47.800 | 47.800 | 47.800 | 47.800 | 47.800 |
| Equipment | 6.500 | 4.771 | 121 | 121 | 121 | 121 | 121 | 121 | 121 | 121 |
| Office | 8.760 | 8.784 | 8.784 | 8.784 | 8.784 | 8.784 | 8.784 | 8.784 | 8.784 | 8.784 |
| Vehicles | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 | 2.550 |
| Raw materials | 175.000 | 165.000 | 150.000 | 140.000 | 130.000 | 125.000 | 125.000 | 125.000 | 125.000 | 125.000 |
| Reduction Reactive costs | | -30.000 | -30.000 | -30.000 | -30.000 | -30.000 | -30.000 | -30.000 | -30.000 | -30.000 |
| Net raw materials | 175.000 | 135.000 | 120.000 | 110.000 | 100.000 | 95.000 | 95.000 | 95.000 | 95.000 | 95.000 |
| Total costs | 258.610 | 216.905 | 197.255 | 169.255 | 159.255 | 154.255 | 154.255 | 154.255 | 154.255 | 154.255 |
| TOTAL | -58.610 | -16.905 | 2.745 | 30.745 | 30.745 | 25.745 | 15.745 | 5.745 | -4.255 | -14.255 |
| NPV | 1.040,86 € | | | | | | | | | |
| IRR | 6% | | | | | | | | | |

IMPROVEMENTS INTRODUCED

Will see now the improvements applied:

- Replacing light sources for another with a higher luminous efficiency.
- Replacement of electric heating by other more energy-efficient
- Adapt the consumption of the reactive.

According to the table we can see which are the revenues/income and costs of the concession:

The concession provides the first three years an income of 200,000 euros by the hall and will be reduced from the fifth year, which will be reduced by 5% each year until reach a 30% reduction.

Personnel costs are calculated as one clerk / engineer for all years and 3 pawns, or repairers first 3 years and 2 pawns for the remaining years.

The equipment is considered all purchases on equipment needed to make any improvements that will be made in the first 2 years, and the cost of equipment in the following years came from the purchase of bulbs or other material that has to be reset to, throughout the contract.

The office is rent for 730 euros per month.

Vehicle costs are calculated buying a 2nd hand van for a price of 1050 euros 1500 euros + gasoline per year, the cost of gasoline is reduced because they should just scroll through the town.

The investment has an NPV of € 1,040.86 representing a positive investment for the dealer as well as a cash flow involving a total € 17,445.

Investment yields an IRR of 6%, as a concession the internal rate of return is appropriate, and provides superior performance to the vast majority of existing banks can offer.

2013

**HIRING FOR THE ENERGETIC
MANAGEMENT FOR A TOWN BY
ENERGY FIRMS/
CONTRATACIÓN DE LA
GESTIÓN ENERGÉTICA DE UN
MUNICIPIO POR EMPRESAS
GESTORAS DE ENERGÍA.**

INDEX

| | |
|---|-----------|
| INDEX | 17 |
| 1 PURPOSE OF THE CONTRACT | 19 |
| 2 BUDGET | 19 |
| 3 EXPRESS PROVE OF THE CREDIT EXISTANCE | 19 |
| 4 DURATION OF THE CONTRACT | 20 |
| 5 EXPOSITION OF THE PROJECT | 20 |
| 6 ADJUDICATION PROCESS | 20 |
| 7 PROMOTION OF THE SPECIFICATION | 20 |
| 8 APLICATIONS FOR PARTICIPATE AND REQUIRED DOCUMENTS | 20 |
| 8.1 PLACE | 21 |
| 8.2. WAY | 21 |
| 8.3 ENVELOPE A | 21 |
| 8.4 ENVELOPE B | 22 |
| 9 CANDIDATE SELECTION | 24 |
| 9.1. SELECTION CRITERIA | 24 |
| 9.1.1. EVALUATION OF THE TECHNICAL AND PROFESSIONAL SOLVENCY | 24 |
| 9.1.2. EVALUATION OF THE ECONOMIC AND FINANCIAL SOLVENCY | 24 |
| 10 PROVISIONAL AND FINAL WARRANTEE | 25 |
| 11 PRESENTATION OF THE PROPOSALS: ECONOMIC PROPOSAL AND TECHNICAL DOCUMENTATION. | 25 |
| 11.1 ENVELOPE C: ECONOMICAL PORPOSAL | 25 |
| 11.2 SOBRE D: DOCUMENTACIÓN TÉCNICA | 26 |
| 12 ADJUDICATION | 26 |
| 12.1. THE CONTRACTING BOARD | 27 |
| 12.2. EVALUATION CRITRERIAS | 27 |
| 12.2.1 ECONOMICAL CRITERIA | 27 |
| 12.2.2 IMPORVEMENT CRITERIA | 28 |
| 13 FORMALISATION OF THE CONTRACT | 29 |
| 14 EXECUTION OF THE CONTRACT | 29 |
| 14.1 ENTREPRENEUR OBLIGATIONS | 29 |
| 14.2 ENTREPRENEUR RESPONSABILITIES | 29 |
| 15 TAXES | 30 |
| 16 BREACH AND PENALTIES | 30 |
| 17 PAYMENT WAY AND PRICES DETERMINATION | 30 |

| | |
|---|-----------|
| 17.1 PRICES DETERMINATION | 30 |
| 17.2 REVISION OF PRICES | 31 |
| 18 BILLING | 32 |
| 19 RESOLUTION OF THE CONTRACT | 33 |
| 20 LAW APPLICABLE | 33 |
| 21 CONFIDENTIALITY OF THE CONTRACT | 34 |
| 22 PEROGATIVES OF THE ADMINISTRATION | 34 |
| 23 GRANDS AND SUBSIDIES | 34 |
| ANNEX I | 35 |
| ANNEX II | 37 |
| BIBLIOGRAPHY | 40 |

1 PURPOSE OF THE CONTRACT

The aim of this specification is to establish the bases of the hiring by concession of the energetic management of the county according the conditions of this specification.

Is a mixt contract, services and supply which is farmed in the Royal Legislative Decree 3/2011 November 14, where is approved the consolidated text of the Contract Law of the Public Sector.

The technical specifications applicable are collected in the technical specification of the attached document.

2 BUDGET

The Budget of the contract rises to the quantity of 200.000€ - two Thousand Hundred Euros annually.

The Budget is calculated using the actual expenses of the Town. Also taking in to account the potential improvements that the firm contracted will apply.

The estimated value of the contract, according what is said in the article 88 of the consolidated text of the Contract Law of the Public Sector 2011 (CTCLPS), it will be 200.00€ +VAT.

The amount will be reduced a 5% from the 5 year of contract, until reach a reduction of 30%, due to improvements applied for the firm hired.

Given the nature of the contracting supply, the existence of this Budget and the estimated value doesn't mean an obligation of expenditure by the administration, generating the payment obligation exclusively of the supplies effectively done.

3 EXPRESS PROVE OF THE CREDIT EXISTANCE

The economic obligations derived of this contract will be attended with the Budget consignment of this year and during the following years, during the term of the contract.

In any case, and taking in consideration that the contract will be formalized the year after the beginning of the execution of the contract, will be subject to the

condition precedent of the existence of appropriate credit sufficient to fund the obligations arising from the contract in the corresponding year.

4 DURATION OF THE CONTRACT

The present contract will have a duration of ten (10) years.

From this moment, the contract will not be extended. Once the contract is over, the contractor will keep with the service until a new firm will be assigned.

5 EXPOSITION OF THE PROJECT

The Project will be exposed in the Hall of Santanyi, as well as on the web page of the town (www.ajsantanyi.net) in the contractor profile, since the day before the indicated for the delivery of the offers, during the office timetable.

6 ADJUDICATION PROCESS

The Adjudication of the contract will be made using an open process of adjudication, regulated in the Law of Public Sector Contracts, which regulation is provided in the article 138 of the same law.

The presentation of proposals means the acceptance of the terms of conditions of the specifications and the technical specifications as well.

7 PROMOTION OF THE SPECIFICATION

The specification will be published using an advertise in the Official Bulletin of the Balearic Islands (BOIB) during a period of fifteen natural days, counted since the next day of the introduction. According to what is included in art. 188 of the law 20/2006 of 15 December, county and local of the Balearic Islands.

The Profile of the contracting Organ will be published at the beginning of the tender and the adjudication, and any other data or information referring of the contractual activities, according the article 53 of the CTCLPS.

8 APLICATIONS FOR PARTICIPATE AND REQUIRED DOCUMENTS

Will be able to take part of the selection process physical and juridical persons which the activity of the firm will be directly related to the aim of the contract, according to the own statutes or rules and will be proved too has an organisation with personal and material elements to execute the contract.

The presentation of the proposals will mean the acceptance of the clauses of this specification and a responsible declaration of the precision of the data presented collect all the conditions required.

The candidates should present in the period specificity in the BOIB, two closed envelopes, A and B, which the documentation specified below.

8.1 PLACE

The firms will submit their proposals in the secretary of the hall, settled in Plaza Mayor, 12, 07650, during the office hours until 14 hours of the last day fixed for the submission published.

Proposals, to take part of the bidding, shall be submitted accompanied by the documentation required in the General Register of the City, within a period of 30 calendar days from the day following the announce will be made, in accordance with Art. 143 RDL 3/2011 where have been approved and revised text of the LCSP. If the last day for submission of proposals is Saturday or public the term is extended until the next business day.

8.2. WAY

When the purposes will be send by mail, the tender will have to justify which day it was sent in the post office and communicate it to the contracting organ by telegram or fax in the same way. Without these two requires it is not going to be accept any proposal received after the announced date.

Passed ten natural days before the announced date, if the institution doesn't receive any proposal, this is not going to be admitted in any circumstance.

8.3 ENVELOPE A

Documents to include:

- signed application for the candidate or a agent, written according to the model of application of *participation* "in the Annex I
- Identity Document of the person who presents the proposal, even i f is an agent or is the same one.

-The Capacity of work of the firms which are physical person will be accredited with a deed of constitution, and modification, if it's necessary, according to the current merchant law. If It's doesn't, the capacity of work will be proved by a constitution document any other paper with the rules where their activity is regulated and registered in it case in the current Official Register.

- If it's a juridical person, or a society or being an individual firm and the boss doesn't sing the purpose it has to include the power of attorney properly registered, in its case in the mercantile register.

- An accreditation to not be launched in any of the prohibitions to contract established in articles 51 to 53 from the law of public contracts 3/2011.

-Temporal aggrupation of entrepreneurs could be contracted without the need of the formalisation of the public writing until the adjudication in their favour. In the proposal text should indicate the names and circumstances of the entrepreneurs that subscribe the participation of all of them or the designation of a person or entity with enough powers to execute the rights and accomplish the obligations derivate to the contract since the end of it.

8.4 ENVELOPE B

All the tenders to the selection process should accredit as a previous condition, be admitted by their own economic, technical and professional solvency for all of the provided ways in the articles 16, 18 and 19 in the law of public administration contracts.

Additionally should present all the necessary documentation to evaluate the objectives criteria's of selection presented on 9.1.

The competitors should provide the documents which prove their conditions as a firm registered as energetic firm according to the corresponding regulations

The non-Spanish firm's members of the European Union should put in the envelope "B" the following documentation:

- Individual firms should present the personal ID from his country. In case of the firm will be a juridical person should present their own constitutive documents translated officially to Spanish, registered in the professional

or commercial register when this will be an special requirement from the law of the own country

- In case of the tender does not act in the own name or will be a juridical person should present enough power which should be also translated to Spanish.
- Office send by the Spanish Embassy in the own country where it certify that according the legislation of their own country, has full capacity to contract.
- Solemn declaration to be submitted to the jurisdiction of the court and Spanish tribunals of any order, for all the incidents which in a direct or indirect mode could appear from the contract, with a renunciation in it case of the foreign place of jurisdiction which could correspond to the tender.

When it will be a temporal union of firms, in which there are some entrepreneurs nationals forgings from the European Union and not from the European Union, the first two should accredit their classification and the last, in default of it, their economic, financial, technical al professional solvency.

Those persons physical or juridical not from the European Union, more overall the requirements done should present the following documentation:

- A Report of the own Spanish diplomatic representation in which the state of precedence of the foreign firm accept, and, also the participation of Spanish firms in the contract with the public administration, in an analogue form.
- Must be registered in the mercantile register, like the empowerments referred in the previous paragraph.
- An accreditation of not being in any prohibition to contract according to the law of public administration contracts.
- A certificate done for the competent authority from the state member, translated in an officially way to Spanish, with an accreditation in which the firm carry out the related obligations to the payment of the tributary or social security obligations imposed by the current dispositions at the moment.

9 CANDIDATE SELECTION

The Board of contract will proceed in to classify the document presented and can ask for any other technical inform which consider convenient.

The contract Board, according to the envelopes A and B, will select the one which has capacity to contract, technical, economical and professional solvency according the specification, being five the minimum number of firms elected. Except in case that the number of proposals will be less than 5.

9.1. SELECTION CRITERIA

The selection criteria in base of the Contracting board will select the candidates will be:

9.1.1. EVALUATION OF THE TECHNICAL AND PROFESSIONAL SOLVENCY

It will be valued according to the established criteria's in the article 78 from the text of the law of public sector contracts, moreover will be valued the contracts realized by the firm in the last three years in the following way, by importance order:

1. Best technical equipment integrated in the company, (facilities, professional experience, number of workers, qualifications, and professional licences of maintaining corresponding.
2. Higher number of adopted measures by the entrepreneurs to control and ensure the quality, and the ways of study and investigation disposed.
3. Established certifications by the institutes and/or official services of quality control.

9.1.2. EVALUATION OF THE ECONOMIC AND FINANCIAL SOLVENCY

It will be valued:

1. The global turnover and work, supply and services or Works done in the last three years.
2. Insurance policies registered by the firm and the risk and capitals assured by them.

10 PROVISIONAL AND FINAL WARRANTEE

It is not going to be required a provisional warrantee according to what is established in the article 103 of Royal Decree Law 3/2011 given that is a supply contract of a consumptive good where the delivery and reception happens before de payment. According to the art. 95.1 of the Royal Law Decree 3/2011 where is approved the refunded text LCSP.

11 PRESENTATION OF THE PROPOSALS: ECONOMIC PROPOSAL AND TECHNICAL DOCUMENTATION.

Once the candidates are selected by the contraction Board, once opened the envelopes A and B, all the admitted candidates will be called, at the same time and in a writing way, to present their proposal in an indicated period in the invitation.

The selected candidates should present two envelopes “C” (economical proposition) and “D” (Price Schedule and technical documentation) with the documentation, specified below, indicating all of the which contract is concurred, and the Firm denomination, CIF of the tender firm, name and surnames of the person who sing the proposal and in which nature is doing it. The Envelopes should be signed by the tender or an agent.

11.1 ENVELOPE C: ECONOMICAL PORPOSAL

The envelope C will contain the Economic Proposal, drafted in accordance with the model attached at Annex 2. Economic proposal.

The price offered will be the binomial mode, determined according to the price for the contracted power and price for energy consumption in each of the periods, however determined by the corresponding access tariff defined in the legislation.

The prices for the contracted power to include the current access rates for each period and the prices of energy consumption include the price of energy and regulated components.

Unit prices offered by each tariff period shall not include the rental price of the measuring equipment, the concepts of consumption or excess reactive power or any other rights it may charge the dispenser according to the current legislation and will be invoiced apart.

The winner will move the rental price of the measuring equipment, in full and without charge, from the distributor to the Administration.

The surcharges indicated excess power demand and reactive energy billing, to be paid by the consumer, shall be those resulting from the application of RD 1164/2001, of October 26, or regulatory law in force at the time the replacement or modification, for the duration of this contract.

Also include the tax on electricity (IE), the value-added tax (VAT) or other taxes associated with energy supply and other expenses that may be incurred as a result of grant and contract compliance.

These prices shall be fixed and unchanging during the term of the contract.

In any case, the economic proposal submitted will refer to a single annual amount.

11.2 SOBRE D: DOCUMENTACIÓN TÉCNICA

The Marketer should present a proposal properly documented and justified in the way that the marketer consider correct.

All the documentation included should be signed by the tender.

The Town reserve the right to check if all the data is true. The falsification of the data will mean a rejection of the contract, or in it case, the final of the contract, as well as the responsibility and compensations.

12 ADJUDICATION

The contracting Board in the day and place settled in the invitation will proceed to the opening of the envelopes “C” and “D”, to the Reading of the economical purpose, and the verification of the rest of documentation.

12.1. THE CONTRACTING BOARD

It could be requested, before do any proposal, as much as technical reports considering appropriate or related to the object of the contract, and it will be elevated with act, and the proposal which will be considered relevant, which will include in any case the ponderation of the indicated criteria's in the particular specifications to the contractual organ who has to effect the adjudication of the contract.

12.2. EVALUATION CRITERIAS

The Administration will award to the marketer who obtain a higher score adding all the points obtained by the evaluation of the electric energy supply and the score obtained with the improvements provided.

12.2.1 ECONOMICAL CRITERIA

Up to 80 points.

For measurement purposes of the economic evaluation of the electrical energy, it will be applied the following formula:

$$\sum_i \sum_j (PRT_{ijk} \times PC_{ij} + PRE_{ijk} \times EC_{ij})$$

Evaluation of the supply offer=

Where:

PRT_{ijk}= Price of the terminus of potency in the period and for the access rate j in €/kWh, from the Annex 2 (Economical purpose of the marketer).

PC_{ij}= Potency Contracted in kW in each of the periods and for any rate access j, indicated in the Annex 2 of the technical Specification.

PRE_{ijk}= Price of the terminus of Energy in the period i for the access rate j in €/kWh, from the annex 2 (Economical purpose of the marketer).

EC_{ij}= Energy consumed real/estimated in kWh indicated in the Annex 2 in any of the periods i for each access rate j from the technical specification.

Once obtained the economical evaluation according to the previous formula, it will be used the following for the point's assignment:

$$M \times \left[1 - \left(\frac{VOS_k - \text{Min } VOS_k}{VOS_k} \right) \right]$$

Supply points=

Where:

Supply points= score settled to the marketer offer.

M= maximum points settled to the supply offer.

VOS_k= Evaluation of the electricity supply offer of the marketer k.

Min VOS_k= Minimum value of the electricity supply offers from the k marketers not included because of a retirement caused by a rash.

If the value is negative it will be assigned 0 points.

12.2.2 IMPORVEMENT CRITERIA

Up to 20 points.

Improvements are understood:

-Proposals for performances achievable increased savings and energy efficiency in the town as well as a decrease in the electric bill, the installation of reactive power compensation in centres where consumption exceeds reactive 30% in some tariff periods (maximum 10 points).

-Proposals that include the promotion of renewable energy and the application to the municipal system. (Maximum 10 points)

It will be given preference, in the adjudication process, the proposals submitted by firms, even public of private, that in the moment of prove their technical solvency has in their staff a un number of disable person not lower than a 2%. Taking in consideration that the proposals should match in their terms to the most advantages ones from the point of view of the objective criteria's used as a base for the adjudication.

Moreover, it determines that if some tenders who match in terms of best proposal prove that they have an employment relationship with disabled people in a percentage higher than two per cent, will have preference in the contract

adjudication the tender who has a higher rate of permanent disable workers in their staff.

13 FORMALISATION OF THE CONTRACT

The formalisation document of the contract will be given in a period of the following fifteen days of the receiver of the adjudication notification and it will be received in an administrative document way.

- When by imputable causes to the awarded it is not formalize the contract in the indicated period, the administration could take a part of the final warrantee over the provisional if it has been required.
- When the causes of non-formalisation where imputable to the administrations the marketer will be compensated in concept of delay damages that could be produced.

14 EXECUTION OF THE CONTRACT

The execution of the contract it will be done according to the article 212 of the TRLCSP.

14.1 ENTREPRENEUR OBLIGATIONS

The entrepreneur is required to accomplish all the current disposals in terms of social security, safety, hygiene and work without the noncompliance will mean any responsibility for the administration.

It will be an obligation of the entrepreneur to compensate the damages which cause in consequence of the operations required by the execution of the supply.

The obtaining of some licenses and administrative authorisations will be necessary, also for the importation, if it's the case, of goods, will be charged always by the awarded, and who has to require with this own name.

14.2 ENTREPRENEUR RESPONSABILITIES

The entrepreneurs will be the responsible of any claim concerning the intellectual, industrial and commercial property of the supplies which is performed for a third part, and it has to compensate to the administration all the damages that could derivate from the claim, including all the expenses derivate from them.

The entrepreneur will answer for the quality of the supplied goods and the shortness if there are any. Only will be exempt of responsibility when the problems observed will be a direct consequence of an administration order or for the conditions imposed by the administration.

15 TAXES

Being indicated the VAT; the rest of taxes carried out in the contract will be paid for the marketer.

16 BREACH AND PENALTIES

The breach of the obligations which correspond, according what is disposed in the TRLCSP, this specification, will have the imposition of a fine established in this specification, and it has to be paid whatever exceeds the final warrantee.

The sing of the contract means the acceptance of the fines.

17 PAYMENT WAY AND PRICES DETERMINATION

17.1 PRICES DETERMINATION

The tender is entitled to payment of the price of electricity actually performed and formally received by the Administration through the conformity of those issued by the board administrator. Presented the invoice issued in accordance with the model imposed in the Royal Law Decree 3/2011

The bills shall be submitted individually (or collectively, as determined by the Administration criteria) for each of the supply points. Centre's Directory Technical Specification.

The turnover of the energy consumed is done according to the data recorded in the metering equipment installed for this purpose. In those cases in which failure could not have all the information needed to issue the invoice properly, are concerned, the provisions of Royal Decree 1955/2000, of December 1, which regulates transport activities, distribution, marketing, supply and authorization procedures and electricity facilities and Royal Decree 1110/2007, of 24 August, approving the Regulation measuring points unified electrical system or any legislation that replace or supplement. In any case the adjustment will occur before the end of the contract / calendar year.

The company awarded will issue monthly or as often as determined under the regulations, and the end of each period, a bill [pooled for all points of supply or supply point], corresponding to 100% of produced consumption billing period of the relevant month [to be issued before the tenth day of the next month] and containing the information disclosed in the following terms:

- Energy Billing: result of multiplying each period offered the unit cost price per kWh (this term includes the concept of energy network access) by consumption occurred in that period.
- Billing for power: the result of multiplying each tariff period price kW unit cost of the power bill in that period.
- Extra charge for excess power, if any.
- Extra charge for reactive power, if any.
- Amount corresponding to the measuring equipment rental, if any.
- Amount for the electricity tax.
- Amount corresponding to VAT.
- Amount corresponding to taxes, according to current legislation.
- Detailed billing network access.
- Detailed billing capacity payments

17.2 REVISION OF PRICES

The prices established in the contract will not going to be reviewed during the first year of the contract. These prices shall be fixed and unchanging throughout the duration of the contract except that it us produced changes or modifications of the regulation affecting the components which regulate the price by the own administration.

In any case, the tender commit to communicate to the administration any change in the Price in the first bill which suffers these modifications.

About the extension period, the prices will be actualised according the method established by the “comisión Nacional de Energia” in their purpose of specification of the May 24th of 2011.

18 BILLING

The bills shall be submitted within the first 10 working days of every two calendar months in order to be reviewed by the City Council. Payment will be made according to the provisions of the rules of public sector contracts or by bank transfer.

The reading of meters will be performed by the distributor.

The bills must include the following concepts in a disaggregated way according to the Royal Decree Law 1619/2012, of 30 November, approving the regulation regulating billing obligations:

-All invoices and copies will contain the data or requirements listed below, without prejudice that may be required for other purposes and the ability to include any other references:

a) Number and, if appropriate, series. The numbering of invoices within each series will be correlative.

b) The date of issue.

c) Name, full corporate name, both forced to issue an invoice as the recipient of operations.

d) Tax Identification Number assigned by the Spanish tax authorities or, where applicable, by another Member State of the European Union, with which the operation has been performed obliged to issue the invoice.

e) Address, both forced to issue an invoice as the recipient of operations.

f) Description of operations, consigning all the data necessary for the determination of the taxable income as it is defined by Articles 78 and 79 of the Income Tax Act, corresponding to those and amount, including the price Tax

unit without such operations, as well as discounts and rebates that are not included in that unit price.

g) The tax rate or tax rates, if any, applied to operations.

h) The tax which, if any, is passed on, to be entered separately.

i) The date on which operations have been made that are documented or in which, where appropriate, is received advance payment, if it is a date other than the date of issue of the invoice.

j) In the event that the operation to be documented in an invoice is exempt from tax, a reference to the corresponding provisions of la Directiva 2006/112/EC of November 28 on the common system of value added tax, or the corresponding provisions of the Income Tax Act or indication that the transaction is exempt.

19 RESOLUTION OF THE CONTRACT

The causes for the termination of the contract, in addition to the provisions of Article 286 of the Contract Law Public Sector, as laid down in Article 299 of the same Act.

To this end, it will be cause for termination, breach by the contractor of any of the essential obligations laid down as a perceptive in this specification.

20 LAW APPLICABLE

The successful tenderer is subjected, in addition to the provisions in these Terms:

By Royal Law Decree 3/2011 of 14 November by approving the revised text of the Law on Public Procurement.

The provisions governing recruitment, state and regional, resulting from application of the same, and any other rules applying tax rules governing mandatory.

The ignorance of the contract in any of its terms, documents outside the same, or the instructions, specifications of all kinds i rules promulgated by the

Administration that may have application in the execution of the agreement, shall not relieve the employer from the obligation compliance.

21 CONFIDENTIALITY OF THE CONTRACT

As provided in Article 140 of TRLCSP s, the contracting authorities shall not disclose the information provided by entrepreneurs that they have designated as confidential, this character affects, in particular, technical or trade secrets and the confidential aspects of deals.

In the same way, the contractor shall respect the confidentiality of the information which it has access to during the execution of the contract to which it would have given the character referred to in the specifications or in the contract, or which by their very nature should be treated as such.

22 PEROGATIVES OF THE ADMINISTRATION

Within the limits and subject to the requirements set forth in the Law on Public Procurement, the contracting authority holds the prerogative to interpret administrative contracts, resolve any doubts that offer compliance, modified for reasons of public interest, according to their resolution and to determine its effects.

23 GRANDS AND SUBSIDIES

The tender may request any grants and subsidies of any agency of the Central Government, Regional, Local, or Community, or any other public or private national, or international, it is intended for the facilities under this contract.

ANNEX I

Mr /Mrs

With ID number

With residence in

In representation of

With Id number

With residence in

DECLARES under its own responsibility:

- That the company is included in the List of Electric Power Marketers National Energy Commission, provided for in art. 45, paragraph 5 of Law 54/1997, of 22 November, on the Electricity Sector.

- That the company is current in the payment of business tax and has not been discharged under the tuition of that tax. (Or, in your case, the company is exempt from this tax).

- What is currently accomplishing the obligations of safety and health at work and occupational safety imposed by existing provisions.

- It has on its staff a number of workers with disabilities (note all that apply):

more than 2%

less than or equal to 2%

- That the percentage of permanent workers with disabilities in its workforce is ____% (indicate all that apply):

- That meets the obligations established by the current legislation on Protection of Personal Data, and has adopted the necessary technical and organizational guarantee the security of the data provided and avoid its alteration, loss, treatment or access unauthorized.

- It complies with the provisions of Circular 1/2008 of the National Energy Commission information on the bills on the origin of the electricity consumed and its impact on the environment.

- That in case of a foreign company is subject to the jurisdiction of the Spanish courts of any order, for all incidents which may arise directly or indirectly from the contract, waiving, where appropriate, to foreign jurisdiction that may correspond..

In _____ at _____ of _____ of _____ 20____

Signature

ANNEX II

Mr /Mrs

With ID number

With residence in

In representation of

With Id number

With residence in

Aware of the advertisement published for the recruitment by open / negotiated procurement of electricity supply of the municipality of Santanyi, unconditionally accepts the tender documents and Private Technical Specification governing it, and agrees to perform the contract in strict subject to the requirements and conditions expressed by participating in the award procedure with the following Financial Proposal, expressed in euros per kW year (€ / kW year) for the prices of the capacity and per kWh (€ / kWh) for prices energy term, with six decimal places in both cases, where the unit prices offered by each tariff period shall not include the rental price of the measuring equipment, the electricity tax (IE), the value-added tax (VAT) or other taxes associated with the supply of energy, other expenses (guarantees, deposits, ...) that may arise as a result of the execution and performance of the contract, nor excessive surcharges demanded power and reactive power .

Prices binomial by Fee Network Access

| | | Precio del término de potencia (PRT_{ij}) | | | | | | Precio del término de energía (PRE_{ij}) | | | | | |
|----|--------|---|----|----|----|----|----|--|----|----|----|----|----|
| TA | | P1 | P2 | P3 | P4 | P5 | P6 | P1 | P2 | P3 | P4 | P5 | P6 |
| BT | 2.0A | | | | | | | | | | | | |
| | 2.0DHA | | | | | | | | | | | | |
| | 2.1A | | | | | | | | | | | | |
| | 2.1DHA | | | | | | | | | | | | |
| | 3.0A | | | | | | | | | | | | |
| AT | 3.1A | | | | | | | | | | | | |
| | 6.1 | | | | | | | | | | | | |
| | 6.2 | | | | | | | | | | | | |
| | 6.3 | | | | | | | | | | | | |
| | 6.4 | | | | | | | | | | | | |

In at of of 20

Signature

CONCLUSIONS

It is understood that the concession of public services is the most suitable for this type of contract of energy management. Mainly, by the length of the contract that allows to the company recover the investment easily, and encourages it to spend more in investment and get more upgrades.

On the other hand, the council, by this contract disclaims all responsibility and except those mentioned in the work, fall upon the dealer.

That is why it is considered the most appropriate.

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