

## **CHARACTERISTICS CHART FOR THE CONTRACT**

### **A. Purpose of the contract**

#### **A.1. Purpose of the contract**

The purpose of this contract is the design and communication services for the competences and tasks of the Catalan Government's Delegation in Germany, described in article 18 of Decree 61/2017 of 13 June, for institutional representative units abroad, with the purpose of fostering collaboration and exchange in different areas and with diverse sector agents of other federate governments. The aim is to improve Catalonia's position in this country with an active international role in those areas for which the Catalan Government has competences and an interest in, whilst promoting Catalonia abroad and the interests of Catalonia as a whole. The geographical scope of this subject is the Federal Republic of Germany.

The chosen contractor shall provide design and communication services established in the tasks listed below:

- Manage the communication strategy for the Delegation, to advance the projection of Catalonia in Germany in the areas requested by the Delegation and, in particular, improve the visibility, reputation and network of contacts for the delegation.
- Provide operational support for the communication strategy with different agents in the Federal Republic of Germany - with the country's media in general, and specifically with the sector agents, especially in the economic and cultural fields, as they are the areas in which the Delegation interacts with most, as well as other agents the Delegation may suggest

In order to accomplish these tasks, the contractor shall provide the following services:

- As part of the Delegation's institutional strategy and their public relations and cultural events agenda, the contractor shall provide access to a network of contacts from its own database, which have been identified as being in line with the interests, functions and competences of the Delegation, and will manage them in accordance with the tasks requested herein.

The contractor will be responsible for contacting news organisations and key interest group representatives in order to place it in different third-party media in German political, social, cultural and economic circles in accordance with the Delegation's institutional strategy and its communication and institutional and cultural events agenda.

- The Catalan Government's Delegation shall recommend events, visits, gatherings, and meetings deemed relevant for the areas falling into its competence. The contractor shall assist in organising the agenda and establishing relevant networking contacts from their own network of contacts as well as helping in the preparation and organisation of the aforementioned events. Their list of

contacts must provide access to a variety of other contacts, especially institutional figures at the ministerial and Länder levels, from the different ministries from various specialty areas and the corresponding specialists from different political parties, representatives from other relevant German and Berliner cultural and economic areas, as well as companies and business groups. This is especially directed at tech companies in the capital, as well as industry and agricultural companies relevant to the Catalan economic system including but not limited to specialised associations, NGOs, foundations and lobbying groups, universities, companies and business accelerators.

- The contractor will also provide communication training and institutional advisory services to the Delegation, with the purpose of expanding and enhancing the quality of their communications positioning in Germany, in addition to diligently informing them of any matters concerning Catalonia, or the cultural events organised by the Delegation. The aim is also to have more of an impact and a more positive influence on mainstream German opinion leading to increased Catalan projection worldwide. In particular, the contractor shall offer training on how to prepare for interviews and institutional meetings, as well as issuing public statements.

- The contractor shall answer and follow up on queries, prepare informative meetings in addition to writing reports, opinion pieces and any other type of pertinent documentation. They will also be responsible for preparing quarterly reports on the proposed services in the areas deemed of interest, as well as the progress that has been made and the updated status of such services.

## **A.2 Timing of project**

The project cannot be divided up into time segments.

## **A.3 CPV Code**

79342200-5 Promotional Services

## **A.4 Justification for the impossibility of dividing the contract into time segments**

The work described in this contract cannot be divided into time segments, as dividing up the different services which comprise it would hinder their proper execution from a technical standpoint. The characteristics of the services required are part of a single linear line of work in which each task is directly related to the previous one. Breaking up the contract would lead to flaws that would prevent the end result from being thorough and effective. This would also imply the coordination of all the necessary steps for each stage and this cannot be done as each stage is based on the previous stage's results.

## **B. Financial data**

### **B.1 Determining the cost**

The amount determined for this contract is an approximate lump sum and will be the amount awarded in this contract. This shall also include Value Added Tax (VAT) as an independent entry.

The final amount of the contract includes the direct costs of the services provided, i.e. transport, salaries/work paid by the hour, supplies, fees and any type of additional taxes, as well as any expenses incurred by the contractor as a direct consequence of the fulfilment of the responsibilities mentioned in this document. It also includes indirect costs like general expenses and industrial profits.

## **B.2 Estimated value of the contract**

The estimated value of the contract is 170,000.00 (one hundred seventy thousand) euros, + VAT. This includes the initial budget for the tender of the initial contract and three extensions of one year each:

<b>Category</b>	<b>Initial budget for this tender, VAT excluded. Maximum amount for 2020-2023</b>	<b>Maximum amount for the extension 2021</b>	<b>Maximum amount for 2022 extension</b>	<b>Maximum amount for 2023 extension</b>	<b>ESTIMATED VALUE OF CONTRACT</b>
Design and communication tasks	17,000 €	51,000€	51,000€	51,000€	170,000.00 €

Payment will be made for the entirety of the services provided. Fees shall be invoiced on a monthly basis by dividing the final amount awarded from the number of the months in the initial period.

## **Calculation method used by the contracting entity**

The calculation method for this tender was made based on rough estimates for other similar communication services, which were used to determine an approximate rate for this type of contracted services. The usual market rates have been taken into account and they include standard costs for this professional sector.

## **B.3 Initial budget for this tender (maximum price to be offered)**

The budget for this tender is determined by the maximum expense limit,, including VAT, which by virtue of this contract, is the maximum amount the contracting entity can ask for and is the maximum price the bidding companies can offer for it. Any proposal over the initial budget for this tender will be automatically excluded.

The initial budget for this tender is 20,230.00 €, and can be broken down as follows:

<b>CATEGORY</b>	<b>BASE AMOUNT FOR SERVICE</b>	<b>VAT / EQUIVALENT TAX</b>	<b>INITIAL BUDGET FOR THE TENDER (VAT INCLUDED)</b>
Design and communication tasks	17,000.00 €	3,230.00 €	20,230.00 €

This amount corresponds to a 4-month period of work. In the case the contract starts after 1 September 2020, the amount will need to be adjusted to the exact period of effective work.

### **C. Credit, price review and guarantee**

#### **C1. Credit existence, budget item and contracting entity**

At the budgeting point *D/227008900/2310 Additional work done by other companies* in the Delegation's 2020 budget, if there is reasonable and sufficient credit available to finance the expenses derived from such a contract.

**Budget item:** *D/227008900/2310 Other work done by other companies*

**Contracting entity:** The chief of the Catalan Government's Delegation in Germany (DGDE).

**The person in charge of this contract:** The chief of the Catalan Government's Delegation in Germany (DGDE).

#### **C2. C. Price revision**

This contract has no price revision.

#### **C3. Guarantee**

As per the nature of this contract, the place of its execution and the established availability by the First Addendum of the LCSP, this contract does not require the establishment of a guarantee.

#### **A. Duration of the contract:**

##### **D.1 Performance of contract period:**

The duration of this contract is from 1 September 2020 (or from the date it is executed, and if later than that, until 31 December 2020).

In the case the contract commences after 1 September 2020, the amount will need to be adjusted to the exact period of effective work.

##### **D.2 Possibility of extension:**

There is a possibility of three extensions, each one lasting a year.

#### **E. Place and the deadline for proposal submission**

**Place for proposal submission:** Registry of the Delegation of the Catalan Government in Germany. Address: Friedrichstraße, 185, 10117 Berlin.

**Deadline for proposal submission:** Deadline: until 12:00 pm of the 15th calendar day from the time the tender is open to bids.

## **F. Aptitude prerequisites**

### **F.1 Legal capacity and capacity to act**

Any natural person or legal entity can be hired for this tender, including those holding Spanish nationality or other nationalities, as long as they are in full capacity to act and are free to be hired, in addition to being financially and technically solvent as required in this contract. Only legal entities can bid for this contract and whose services are included in the scope, object and professional area to which they belong to as per the foundational regulations.

Accreditation for the capacity to act for Spanish companies must be completed by submitting a document of incorporation or modification document, and the statutes or foundation act must be duly registered in the corresponding registry offices.

The accreditation of the capacity to act for non-Spanish companies but within the European Union or the European Economic Area must be completed by registering in the corresponding registry in accordance with State legislation where they are established, or by presenting a sworn statement as per the template included in Addendum 2 of the characteristics chart.

A statement of liability from the legal representative of the company is the only documentation that must be submitted when making a bid, in accordance with the information established in clause 3.3 of the Special Clauses section. Once a company has been selected, it will need to submit the accreditation of legal capacity and capacity to act as per the details established in previous paragraphs. Anything not covered there shall be subject to the 8 November Law 9/2017 regarding public sector contracts, where the Spanish legislation transposes the European Parliament and Commission Directives 2014/23/UE and 2014/24/UE of 26 February 2014.

### **F.2 Solvency**

#### **F.2.1 Financial solvency**

It shall be based on the annual volume of business in the professional area the contract belongs to, referring to the year with highest business volumes for the last three financial years that have been closed (2017, 2018 and 2019) based on the starting date of the company (excluding VAT) for an amount equal to or superior to 76,500.00 euros.

The legal representative of the company only has to submit a liability statement when submitting the bid in accordance with the information established in clause 3.3 of the Special Clauses section. The selected company will need to accredit sufficient financial and economic solvency by submitting their annual reports or any other equivalent documentation.

#### **F.2.2. Technical solvency**

This should include a list of the main services provided in the last 3 financial years (2017 to 2019) for the same services or similar to those required in this contract, indicating the amount, date and recipient (public or private) of the services. This

solvency will be verified when the sum of the amounts is equal or higher to half of the amount of the estimated value of the contract, or if the annual amount accumulated in the year of highest performance is equal to or greater than 51,000.00 euros, excluding VAT.

The company's legal representative will only have to submit a liability statement when submitting the bid. The company awarded the bid must prove the sufficient technical solvency through a sworn statement from the legal representative providing a list of these services, the amount, date and recipient.

#### **G. Location for services to be provided**

There is a preference for the work to be carried out at the Catalan Government's Delegation Offices in Berlin whenever possible, unless it is determined that it must be done elsewhere.

#### **H. Minimum score for the negotiation stages:**

All bids need to be quantified by criteria based on formulas and those bids that do not obtain a score of more than 18 out of the maximum 25 possible points by value judgement as per the specified criteria will not be considered.

#### **I. Selection criteria**

##### **I.1 Selection criteria through value judgement**

The selection criteria linked to the object of the contract and is dependent on a value judgement which shall serve as a basis for negotiation and posterior selection, shall have a maximum score of 35 points. The weighing criteria is as follows:

For evaluation of criteria through value judgement, candidates will have to submit a proposal following Addendum 3 on the characteristics chart. The maximum length of aforesaid proposal is 10 pages, Din-A4, Arial with a font size of 11 or similar. Any proposal surpassing this maximum length will be automatically rejected.

##### **1.1. Methodology: Maximum of 30 points**

The methodology proposals of the bidding companies will be evaluated in this section. The proposals should explain the general goals and present the applicable analytical procedures. The evaluation of this methodology will be given a score based on:

##### **1.1.a. Level of detail and coherence of the proposals: Maximum of 10 points**

Proposals will be evaluated for their level of detail and coherence, as well as whether the structure of the contents for the meetings and schedules are described in detail. The way the contractor will carry out the work and if there is a well-defined, precise and suitable action plan that fulfils the requirements of the contract and the technical charts. .

Specifically, the following will be evaluated:

- Marking out the political, economic and institutional niches that may be of interest to the Delegation, as well as a coherent strategy for each of them (maximum of 4 points).
- If there are conferences and events scheduled for the Delegation or if they can be invited to other events that are of interest to the Delegation (maximum of 3 points).
- If there are periodic one-on-one or group meetings scheduled for those areas of interest with agents from the contractor's contact list (maximum of 3 points).

**1.1.b- Level of efficiency for joint work methodology between DGE and the contractor: Maximum of 10 points**

Proposals will be evaluated on whether they include a joint work methodology with the DGE, how efficient the methodology is and how well it suits the entity's needs. Accessibility and availability of the assigned team will be taken into account.

The following will be evaluated:

- The possibility of gaining access to high-profile media agencies. If there are training events and meetings scheduled between the contractor and the Delegation with the purpose of furthering knowledge of the media environment in Germany (maximum of 5 points).
- For the events included in the Delegation's yearly schedule like cultural events. The contractor will make proposals on how to create a greater impact on the media's agenda, as well as how to enhance its impact, and/or the number of attendees or media coverage that would create an impact (maximum of 5 points).

**1.1.c- Level of coordination among the professionals when providing the service: Maximum of 10 points**

Proposals will be evaluated in accordance with the guarantee of the highest level of coordination among the experts assigned to providing the service.

Specifically, the following will be evaluated:

- The possibility of having continuous contact/assistance, not only during working hours, but also at the Delegation's request (maximum of 4 points).
- Upon establishing contact with political/economic/cultural agents at the Delegation's request, if there will be specific training sessions prior to each meeting, regardless of whether or not they are included on the contractor's contact list (maximum of 3 points).
- If questions will be answered and followed up on with regard to meetings or events scheduled by the Delegation (maximum of 3 points).

**1.2 Complementary actions to the consultancy: Maximum of 5 points**

This criterion refers to the score companies will receive when submitting a proposal for working days, session as well as meeting planning (either organised directly by the contractor or by other intermediaries) which the Delegation may attend in Germany.

- A report listing the number of events/sessions/activities offered, as along with information regarding their length and specialisation in the most suitable terms for the Delegation. The complementary activities suggested by the bidders must be maintained throughout the entirety of the original contract, as well as the extensions if needed (maximum of 2.5 points).
- A report where any new contacts of interest to the Delegation are listed, complementary to the ones already established by the Delegation. The quality of the contacts provided will be ranked in a hierarchy at the Ministry level, either for Federations, Landers, culture, media or politics (maximum of 2.5 points).

## **I.2 Selection criteria through formula**

This criterion has a maximum score of 65 points. For the evaluation of this type of criteria, candidates will have to submit an economic proposal using Addendum 4 on the characteristics chart.

### **2.1 Financial bid: Maximum of 65 points**

Proposals will be evaluated using the following linear formula, by which the score difference among each proposal will be proportional with regards to the distance for each one of them for the maximum amount. The best proposal will receive the maximum score, and the rest will be scored using the following formula:

$$P_v = [1 - ((O_v - O_m) / IL)] \times P$$

Where:

P<sub>v</sub>: Score of the proposal to be evaluated.

O<sub>f</sub>: Proposal to be evaluated.

O<sub>m</sub>: Best bid.

IL: Bid amount / maximum amount -

P: Score from evaluation criteria (65 points)

## **I.3 Negotiable elements and negotiation procedure**

All evaluating criteria mentioned in sections I.1 and I.2 can be negotiated.

The negotiations will be carried out in writing, via email or in person.

The equal treatment of all bidders will be guaranteed during the negotiation process, with special attention to not providing information that could give some of the bidders an unfair advantage over the rest.

Firstly, the proposals fulfilling the selection criteria with a value judgement will be negotiated. Once the companies have submitted a final bid, it will be evaluated according to the established selection criteria. The proposals with a minimum value judgement criteria score will move to the next stage, where the proposals will be negotiated with the companies with criteria evaluated by formulas.

## **J. Other general clauses**



### **J.1. Party obligations**

The parties will adhere to the obligations established by German legislation in every respect. Nonetheless, the Delegation establishes the following general obligations:

1. Provide the aforementioned services for the entirety of the contract as indicated in this document, the technical chart and the instructions provided by the person designated at the Delegation.
2. The contractor will provide the human and material resources needed for the proper development of the tasks set out in the contract, meeting all current legal obligations established in tax and labour legislation. The number of staff required to carry out the tasks in this contract has not been stipulated though professional workers with sufficient experience and studies are required.
3. The contractor will have to rectify any damages caused to third parties, repair properties and those services affected by the aforementioned activities, restoring them to their previous condition or compensating them accordingly, as established by current German legislation.

### **J.2. Contract transfer and outsourcing**

The activities described in this contract cannot be transferred or outsourced.

The reasons for this lie in the characteristics of the services required are part of a single line of work, where each task is intricately related to the previous one. Therefore, transferring the contract or outsourcing it could lead to flaws preventing the result from being thorough or effective.

### **J.3 Data protection**

The contractor and its staff are required to maintain confidentiality according to German and European legislation, in all matters related to personal data protection.

### **J.4 Non-compliance of the services**

Payment is dependent on the completion of the previously agreed upon services with the contractor.

### **J.5 Jurisdiction**

In the case the external contractor is from Spain, any claims will be resolved in a Spanish court of law otherwise, German legislation will prevail.

### **Process of selecting a services contract to be entered abroad**

## **I. SPECIAL CLAUSES FOR BIDDING, SELECTION AND EXECUTION OF THE CONTRACT**

### **First: Invitation to participate in the tender**

**1.1** The contracting body must invite a minimum of three companies to bid (those qualified for the object of the contract) with whom the points listed in **section 1.3 of the characteristics chart** will be negotiated.

**1.2** The invitation to the candidate companies must include a copy of the characteristics chart and the particular technical bid specifications.

**1.3** The file must also include proof of the invitations sent to the candidate companies.

## **Second: Proposals submission:**

**2.1** Proposals must be submitted to the place and within the time frames specified in the invitation.

**2.2** The bidding companies can only submit one proposal.

**2.3** Proposals are confidential and their submission implies unconditional agreement by the bidding company to the content in the characteristics chart and the content in the technical bid specifications. It also implies their agreement to authorisation to the services depending on the Delegation. The Delegation will be able to check the information available at the official register's office or economic operators' official lists from an EU member state.

## **Third: Content of the proposals**

**3.1** Proposals will be submitted in a sealed and signed envelope from the bidding company or their legal representative. The Delegation's address information must be visible on the outside of the envelope, as well as the contract name, file number and the name of the bidding company.

**3.2** All the documentation included in the proposal must be submitted in Spanish, Catalan and the language of the country the Delegation operates in. This is required in order to guarantee the availability of a Catalan translation of all documents written in another language, in the event of a contract audit.

**3.3** The administrative documents to be included in the envelope are the following:

European Single Procurement Document (ESPD), signed by the legal representative of the bidding company, the access link which can be found in **Addendum 1** or a liability statement confirming all the requirements of the contract have been met and duly signed by the legal representative, as per the template included in **Addendum 2**.

**3.4** The technical proposal in the envelope must be submitted according to the document templates included in **Addendum 3**.

**3.5** The financial proposal in the envelope must be submitted according to the document templates included in **Addendum 4**.

Financial proposals must indicate the amount of the Value Added Tax or any other tax that must be taken into account as a separate entry item.

## **Fourth: Qualification of documentation and negotiation**

**4.1** Negotiation of the terms of the contract

Once the general documentation has been evaluated, and issues or omissions corrected, the contracting body will negotiate the terms of the contract with all the candidate companies that have been selected

The minimum requirements for services provided cannot be negotiated, nor can the selection criteria.

The aspects to be negotiated, as well as the way in which they are negotiated are described in **section I.3 of the characteristics chart.**

During the negotiation phase, there must be record of what was negotiated in document form in the file.

#### **4.2 Final proposal submission**

Candidates will be asked to present their final proposals in written form once the negotiation stage has concluded. This documentation should match all the aspects negotiated previously. The remission deadline for this final proposal will be indicated in the invitation.

#### **4.3 Proposal evaluation and classification**

**4.3.1.** The selection criteria are those detailed in **section I.1 and I.2 of the characteristics chart.**

**4.3.2.** Once the proposals have been evaluated, the Delegation will classify them according to the results of the evaluations through proposal selection.

#### **Fifth: Submission of justifying documentation for the compliance of candidate prerequisites with the best proposal.**

5.1 The services depending on the Delegation require the candidate companies to submit their best proposal within 10 working days after receiving the requirements. At this point, they must be able to submit the next level of documentation, which will be evaluated and qualified by the Delegation.

a) Documentation accrediting the personality and capacity of the company as well as its area of activity according to **section F.1 of the characteristics chart.**

b) Documentation demonstrating, if needed, the representation of the candidate company.

People appearing or signing proposals on behalf of a third party will need to submit document with the power of attorney for it, duly filled out according to the applicable legislation or other documentation that may be legally applicable to this end.

c) Documentation accrediting financial, economic, technical and professional solvency.

Economic, financial, technical and professional solvency must be accredited by the means and the documents specified in **section F.2 of the characteristics chart.**

**5.2** The Delegation must verify the selected company has duly demonstrated they can fulfil the participation requirements through documentation. In the event the documentation is not submitted entirely within the established time frame or the documents listed in the previous section are not correctly submitted then it will be understood the company has withdrawn their proposal.

In this case, the same documentation described above will be requested from the next candidate company following the order in which they were classified.

#### **Sixth: Awarding of contract**

**6.1** The reasons for choosing the contract recipient will be justified and all the other bidding candidates will be notified. The company chosen for the contract will be notified via a published statement on the contracting party's website.

**6.2** The notification must include the necessary information for the other candidate companies to submit an appeal, if needed.

**6.3** The Delegation must award the contract within five working days after receiving the documentation listed in Clause 5.1.

#### **Seventh: Execution of the contract:**

**7.1** This contract is finalised once it has been formalised.

**7.2** The documentation must be authentic in order to execute the contract. Contact details must be sent to the competent Department in the area of foreign policies so that it can be forwarded to the corresponding governmental bodies.

**7.3** The execution of the contract, and the contract itself, must be published in the Delegation's profile.

Marie Kapretz  
Delegate of the Catalan Government in Germany  
Berlin

#### **ADDENDUM 1**

#### **Link to the European Single Procurement Document**

<https://contractacio.gencat.cat/web/.content/inici/tramits-serveis/document/document-europeu-unic-contractacio.pdf>

## ADDENDUM 2

### **Template liability statement confirming the requirements for the contract are met**

#### **2.1 Template for legal entities**

Mr./Ms./Mrs..... holding a validIdentification Number / Tax Number ..... acting on behalf of the company ....., with identification number ....., which acts as ..... (sole administrator, joint administrator, co-administrator, joint representative or co-representative), according to the public deed presented before the Notary Public of (place), Mr. .... on date .... and protocol number ..... or founding documents registered at the official registry ....., DECLARES under their own responsibility, to be a candidate company "name of the contract" and file number ....., THAT:

- a) The company has been established correctly and that in accordance with its business' purpose, can present a proposal for this tender. It complies with the legal requirements to become the Delegation's contractor. Should it be selected, this will be accredited, prior to awarding the contract, before the Delegation with the required documentation.
- b) The party who appears to sign confirms they have sufficient power to represent the company and that this authority has been bestowed by a Notary Public, is registered in the Registry of Companies or any other corresponding official registries. Moreover, their power is currently in force and has not been revoked or, alternatively, complies with the applicable regulations.
- c) The candidate company complies with all the requirements and liabilities applicable in the current legislation.
- d) The candidate company is registered at:
  - ☐ Electronic Registry of Bidding Companies of the Catalan Government
  - ☐ Official Registry of Bidding and Classified Companies of Spain
  - ☐ Corresponding Registry from the country the candidate company is based in
  - ☐ Official list of authorised companies
  - ☐ Not registered in any registry
- e) The company has the financial, economic, technical and professional solvency required in section F.2 of the characteristics chart. Particularly, the company has the following evidence of solvency:
  - Financial or economic solvency:
  - Technical or professional solvency:
- f) It can enter a contract with the Delegation, and has the capacity to operate, this capacity has not been revoked, or should there exist any other circumstances that forbid them from contacting organisations in the public sector nor is it in the process of being excluded.
- g) It has fulfilled all tax obligations as per applicable regulations.

- h) In the case of filing a claim, it agrees to appear before a Spanish court. If this is not possible, it agrees to be subject to a mediation process.
- i) The submitted information and documentation are authentic.
- j) It also authorises the Delegation and the services that depend on it to have direct access to any data or registry documentation, in addition to tax information that may be required from their database or other accessible sources that must be reviewed before the contract is executed.

**The inaccuracy, forgery or omission of any data or statements included in the bid will automatically exclude the bidding company from the moment there is record of this, notwithstanding the corresponding criminal, civil or administrative liabilities, in addition any other prohibition that prevent it from entering a contract in the public sector.**

**The statement must be signed by the person appointed to this end.**

## 2.2 Template for individuals

Mr./Ms./Mrs..... holding a valid Identification Number / Tax Number ....., DECLARES under their responsibility, as a candidate company "name of the contract" and file number ....., THAT:

a) They comply with the legal requirements in becoming the Delegation's contractor. Should they be selected, this will be accredited before the contract is awarded, before the Delegation and with the required documentation.

b) They comply with all the requirements and responsibilities applicable in the current legislation.

c) Registered at:

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Electronic Registry of Bidding Companies of the Catalan Government |
| <input type="checkbox"/> | Official Registry of Bidding and Classified Companies of Spain     |
| <input type="checkbox"/> | Corresponding Registry from the country the company is based in    |
| <input type="checkbox"/> | Candidate  |
| <input type="checkbox"/> | Official list of authorised companies                              |
| <input type="checkbox"/> | Not registered in any registry                                     |

d) The company has the financial and technical solvency required in section F.2 of the characteristics chart. Particularly, the company has the following solvency evidence:

- Financial solvency:

- Technical solvency:

e) The company can enter a contract with the Delegation, as, with the capacity to operate, this capacity has not been revoked, or any other circumstances that forbid them from contracting organisations in the public sector nor has been considered to have exclusionary circumstances.

f) The company has fulfilled all tax obligations in accordance with applicable regulations.

g) In the case of filing a claim, they agree to appear before a Spanish court. If this is not possible, they agree to be submitted to a mediation process.

h) The information and documentation submitted is authentic.

i) They also authorise the Delegation and the services that depend on it to have direct access to any data or registry documentation, as well as tax information that is needed from their database or other accessible sources, that must be reviewed before the contract is executed.

**The inaccuracy, forgery or omission of any data or statements included in the bid will automatically exclude the bidding company from the moment there is record of this, notwithstanding the corresponding criminal, civil or administrative liabilities, In addition to any other prohibition that prevents it from entering a contract in the public sector.**

**The statement must be signed by the appointed person to this end.**

## ADDENDUM 3

### **Technical proposal**

Mr./Ms./Mrs..... holding a valid Identification Number / Tax Number ..... representing themselves/acting on behalf of the company ....., with identification number ....., which acts as ..... (sole administrator, joint administrator, co-administrator, joint representative or co-representative), according to the deed presented before the Notary Public of (place), Mr. .... on date .... and protocol number ..... or founding documents registered at the official registry ....., DECLARES that, being aware of the conditions and requisites to being selected as the recipient of the contract "*name of the contract*" with file number ..... hereby agrees and undertakes, in their own behalf/ on behalf of .... to execute it according to the specific aforementioned requirements and conditions in accordance with the following proposal:

#### **1.1• Methodology**

##### **1.1.a• Level of detail and coherence of the proposals:**

- Mark out of the political, economic and institutional niches that may be of interest for the Delegation, as well as a coherent strategy for each of them.
  
- There are conferences and events scheduled for the Delegation (either directly for them or with invite) that are relevant to the Delegation's interest.
  
- There are periodical one-on-one or group meetings scheduled for interest areas with agents from the contractor's contact list.

##### **1.1.b• Level of efficiency of the joint work methodology between DGE and the contractor:**

- Possibility of having access to high-profile media agendas. There are training events and meetings scheduled between the contractor and the Delegation with the aim of furthering knowledge on the media environment in Germany.
  
- For events included in the yearly schedule of the Delegation, like Cultural Days, the contractor will make proposals for creating an impact in the media agenda, as well as to increase its impact, the number of attendees or media coverage.



**1.1.c· Level of coordination among professionals during the service provision:**

- There is the possibility of establishing continuous contact/assistance, not only during the working hours, but also at the Delegation's request.
- When establishing contacts with political/economic/cultural agents at the Delegation's request, there will be specific training sessions prior to each meeting, regardless of whether they are included in the contractor's list.
- There will be an answer and follow-up to all questions regarding meetings or events scheduled by the Delegation.

**1.2 Complementary activity to consultancy / assistance:**

- A report listing the number of events/sessions/activities offered is available, as well as their length and specialisation.
- A report where any new contacts of interest are listed, in addition to the ones already established by the Delegation.

(Place, date and signature)

## ADDENDUM 4

### Financial proposal

Mr./Ms./Mrs..... holding a valid Identification Number / Tax Number ..... representing themselves/acting on behalf of the company ....., with identification number ....., who acts as ..... (sole administrator, joint administrator, co-administrator, joint representative or co-representative), according to the deed presented before the Notary Public of (place), Mr. .... on date ..... and protocol number ..... or founding documents registered at the official registry ....., DECLARES that, being aware of the conditions and requirements for being selected as the recipient of the contract "*name of the contract*" with file number ..... hereby agrees and undertakes, in their own behalf/ on behalf of .... to execute it according to the specific aforementioned requirements and conditions in accordance with the following proposal:

CATEGORY	MONTHLY BASE AMOUNT	BASE AMOUNT FOR 4- MONTH SERVICE	VAT / EQUIVALENT TAX	TOTAL YEARLY AMOUNT
Design and communication tasks				

(Place, date and signature)

## ADDENDUM 6

### Itemisation for the initial budget for this tender

The initial budget for this tender is divided as follows:

CATEGORY	YEARLY BASE AMOUNT FOR SERVICE	VAT / EQUIVALENT TAX	TOTAL YEARLY AMOUNT
Design and communication tasks	51,000€	9,690€	60,690 €

Working hours and costs:

Category	Yearly gross salary/hour	Monthly working hours	Cost:
Senior consultant	€300/h	10 h	€3,000/month
Administrative position	€100/h	5 h	€500/month
Total			€3,500/month

The remaining amount of the €4,250, which is 750€, are the fixed costs and intellectual property costs of the Delegation.

For 2020, there is a calculated 4-month execution plan, therefore the base budget for the contract is 17,000.00 euros, plus VAT or equivalent tax.