

**SCHEDULE OF SPECIFIC ADMINISTRATIVE CLAUSES FOR THE
PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE
CORRESPONDENT OFFICES IN BRUSSELS, PARIS AND MOSCOW OF THE
COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A.**

-OPEN PROCEDURE-

FILE NUMBER: 2303OB01

FIRST. - LEGAL SYSTEM

The contract will be governed by Law 9/2017, of 8 November, on Public Sector Contracts (hereinafter, LCSP, for its initials in Spanish), Decree Law 3/2016, of 31 May, on urgent measures in public procurement, Royal Decree 817/2009, of 8 May, which partially develops Law 30/2007, of 30 October, on public sector contracts, and it is also additionally governed by the rules applicable to public sector contracts in the area of Catalonia.

The contract, in terms of data protection, will be subject to the provisions of Organic Law 3/2018, of 5 December, on the protection of personal data and the guarantee of digital rights, its implementing regulations and the provisions of (EU) Regulation 2016/679, of the European Parliament and of the Council, of 27 April 2016, regarding the protection of natural persons in relation to the handling of personal data and the free movement of said data.

Corporació Catalana de Mitjans Audiovisuals, S.A., pursuant to Article 3.3, section d), of the LCSP, and for the purposes of its contractual activity, is considered a contracting authority and, therefore, has the recognised capability to convene this public tender.

In any case, this contract shall be considered private and is subject to the principles of publicity, competition, transparency, confidentiality, equality and non-discrimination.

Ignorance on the part of the contractor of the terms and conditions established in this schedule of specific administrative clauses and of any other document that may be applicable in the execution of the agreement, shall not exempt the bidders from their compliance.

SECOND. - PURPOSE OF THE CONTRACT

The purpose of this tender is the procurement by Corporació Catalana de Mitjans Audiovisuals, S.A. (hereinafter, CCMA, S.A.) of the comprehensive production service for the correspondent offices of:

- Lot 1: Correspondent office in Brussels.
- Lot 2: Correspondent office in Paris.
- Lot 3: Correspondent office in Moscow.

The technical requirements of the service are described in the Technical Specifications Document.

The code corresponding to the classification from the Common Procurement Vocabulary (CPV) of the European Commission is 92221000-6.

Division of the contract into Lots:

This tender is divided into three lots that will be awarded independently.

Bidders may freely bid for the number of lots they deem appropriate.

- Lot 1: Correspondent office in Brussels.
- Lot 2: Correspondent office in Paris.
- Lot 3: Correspondent office in Moscow.

THREE. - ESTIMATED VALUE OF THE CONTRACT

The estimated value of the contract for the entire expected duration, including extensions, is **TWO MILLION, FOUR HUNDRED AND EIGHTY-TWO THOUSAND EUROS (€2,482,000)**, excluding VAT.

Lot 1. Correspondent office in Brussels.

The estimated value of the contract for the entire expected duration, including extensions, is SEVEN HUNDRED AND FIFTY-FOUR THOUSAND EUROS (€754,000), excluding VAT.

- The estimated value of the contract for the entire expected duration, including extensions, of the fixed production service is FIVE HUNDRED AND NINETY-FOUR THOUSAND EUROS (€594,000), excluding VAT.
- The estimated value of the contract for the entire expected duration, including extensions, of the variable service and other expenses attributable to the service is ONE HUNDRED AND SIXTY THOUSAND EUROS (€160,000), excluding VAT.

Lot 2. Correspondent office in Paris:

The estimated value of the contract for the entire expected duration, including extensions, is EIGHT HUNDRED AND TWENTY THOUSAND EUROS (€820,000), excluding VAT.

- The estimated value of the contract for the entire expected duration, including extensions, of the fixed production service is SIX HUNDRED AND SIXTY THOUSAND EUROS (€660,000), excluding VAT.
- The estimated value of the contract for the entire expected duration, including extensions, of the variable service and other expenses attributable to the service is ONE HUNDRED AND SIXTY THOUSAND EUROS (€160,000), excluding VAT.

Lot 3. Correspondent office in Moscow:

The estimated value of the contract for the entire expected duration, including extensions, is NINE HUNDRED AND EIGHT THOUSAND EUROS (€908,000), excluding VAT.

- The estimated value of the contract for the entire expected duration, including extensions, of the fixed production service is SEVEN HUNDRED AND FORTY-EIGHT THOUSAND EUROS (€748,000), excluding VAT.
- The estimated value of the contract for the entire expected duration, including extensions, of the variable service and other expenses attributable to the service is ONE HUNDRED AND SIXTY THOUSAND EUROS (€160,000), excluding VAT.

FOUR. - TENDER BASE BUDGET

The tender base budget is **ONE MILLION, TWO HUNDRED AND FORTY ONE THOUSAND EUROS** (€1,241,000), plus 21% VAT, amounting to a total of **ONE MILLION, FIVE HUNDRED AND ONE THOUSAND, SIX HUNDRED AND TEN EUROS** (€1,501,610), broken down as follows:

- Lot 1: **THREE HUNDRED AND SEVENTY-SEVEN THOUSAND EUROS (€377,000)**, plus 21% VAT, amounting to a total of **FOUR HUNDRED AND FIFTY-SIX THOUSAND, ONE HUNDRED AND SEVENTY EUROS (€456,170)**.
- Lot 2: **FOUR HUNDRED AND TEN THOUSAND EUROS (€410,000)**, plus 21% VAT, amounting to a total of **FOUR HUNDRED NINETY-SIX THOUSAND ONE HUNDRED EUROS (€496,100)**.
- Lot 3: **FOUR HUNDRED AND FIFTY-FOUR THOUSAND EUROS (€454,000)**, plus 21% VAT, amounting to a total of **FIVE HUNDRED AND FORTY-NINE THOUSAND, THREE HUNDRED AND FORTY EUROS (€549,340)**.

The tender base budget is broken down into the following items:

Lot 1: Correspondent office in Brussels

Breakdown	
Direct expenses	€301,600
Indirect expenses	€52,780
Business profit	€22,620
Tender Base Budget	€377,000

Lot 2: Correspondent office in Paris

Breakdown	
Direct expenses	€328,000
Indirect expenses	€57,400
Business profit	€24,600
Tender Base Budget	€410,000

Lot 3: Correspondent office in Moscow

Breakdown	
Direct expenses	€363,200
Indirect expenses	€63,560
Business profit	€27,240
Tender Base Budget	€454,000

- Direct expenses include personnel expenses, depreciation, financial expenses, insurance and taxes.
- Indirect expenses include any necessary expense that the normal operation of the service requires, as well as the company's own expenses that could affect the contracted service.
- The business profit is 6%.

The estimate of salary costs has been calculated taking as reference the Collective Agreement for Audiovisual Production.

This is the maximum price that can be offered by the companies that bid for this contract.

FIVE. - DURATION OF THE CONTRACT

The contract will have an initial duration of two years and will be automatically extended by yearly renewals up to a maximum of four years, unless one of the parties informs the other party, at least 90 days before the end date of the initial term or the extended one, of its intention not to extend the contract.

SIX. - CONTRACTUAL CAPACITY

Natural or legal persons, Spanish or foreign, who have full ability to act, are not included in any of the circumstances described in Article 71 of the LCSP and prove their economic, financial, technical and professional solvency can enter into contracts.

The bidders will have to be professionally qualified to carry out the activity that constitutes the object of the contract recorded in its statutes or founding rules.

CCMA, S.A., may contract with association of companies that are temporarily created for this purpose, without it being necessary to formalise them in a public deed until the contract is awarded to them. These companies will be jointly and severally bound to CCMA, S.A., and must appoint a representative or sole representative of the association with sufficient powers to exercise the rights and fulfil the obligations derived from the contract until its termination, without prejudice to the existence of joint powers of attorney that companies can grant for collections and payments of a significant amount.

For the purposes of the tender, companies that want to participate in a temporary joint venture must indicate the names and circumstances of those who constitute it and the participation of each one, as well as that they undertake the commitment to formally constitute a temporary joint venture if they are awarded the tender. In temporary joint ventures, each one of the members must prove their capability and solvency in

accordance with the provisions of this document. For the purposes of determining the solvency of the temporary joint venture, the characteristics accredited for each of its members will accumulate.

The duration of the temporary joint ventures must be, at least, the duration of the contract until its termination.

SEVEN. - ACCREDITATION OF THE ABILITY TO ACT

Bidders shall prove their **ability to act** as follows:

1. **Spanish companies that are legal entities** shall prove their ability to act through:
 - The deed of incorporation or modification registered in the Companies Register, when it is enforceable in accordance with commercial law and otherwise, it will be proven by means of the deed or the document of incorporation, articles of association or founding document, where the rules that regulate its activity are stated, registered, where appropriate, in the corresponding official register.
 - The company's Tax Identification Number (NIF).
 - Document proving the power of attorney granted by public deed when appearing or signing on behalf of another person.
 - National Identity Document of the person signing the bid.
2. **Spanish businesses that are natural persons** shall prove their ability to act by providing the Tax ID Number.
3. **Non-Spanish entrepreneurs, nationals of Member States of the European Union or signatories to the Agreement on the European Economic Area**, shall provide it by registering in the appropriate professional or commercial registers of their Member State of establishment or presenting an affidavit or one of the certifications which are included in Appendix XI of Directive 2014/24/EU.
4. The ability to act of **foreign companies from States that are not members of the European Union or signatories to the Agreement on the European Economic Area** shall be proven by submitting a report issued by the permanent diplomatic mission or by the consular office of Spain in the registered address of the company, in which it is stated, prior accreditation by the company, that they are registered in the local professional, commercial or similar register, or, failing that, that they habitually act locally within the scope of the activities covered by the subject matter of the contract.

EIGHT. - PROOF OF SOLVENCY

ECONOMIC AND FINANCIAL SOLVENCY:

The economic and financial solvency shall be proven with the following documents:

1. Annual business volume of the company referring to the best year among the last 3 years available based on the start date of the company's activities, equal to or greater than:

- Lot 1: €188,500
- Lot 2: €205,000
- Lot 3: €227,000

The annual volume of business shall be proven by providing the following documentation:

- a) Companies that are required to submit annual accounts:
- Annual accounts approved and deposited in the Companies Register, corresponding to each of the last 3 years, including proof of deposit of the accounts in the registry.

The accounts must be reviewed by an auditor as long as they are not exempt from this obligation, a circumstance that they will have to prove adequately.

- b) Business owners and other entities with legal personality that **do not** have the obligation to present annual accounts:
- Corporate Tax corresponding to each of the last 3 years.

In any case, when the company presents in the latest accounts a situation of equity imbalance, it must submit a closed balance sheet on the date of submission of the audited self-declaration certifying that the equity balance has been restored on this date.

TECHNICAL SOLVENCY:

The technical solvency must be proven with the following documentation:

1. List of the main services with similar characteristics to the object of the contract, carried out by the bidder in the last three years, according to the model in **Appendix 3A (Lot 1)/ 3B (Lot 2)/ 3C (Lot 3)**.
2. Certificates issued by the companies receiving the service, public or private, proving the conformity of the service.
3. Professional profiles and qualifications of the personnel assigned to the filming and editing service, and to the production service. Bidders must take into account, to comply with this section, the conditions indicated in clause 3 of the technical specifications document. In particular, they must prove their experience, languages and have a driving licence.
4. Statement on the average annual workforce of the company during the last 3 years, accompanied by the corresponding supporting documentation.
5. Indication of the part of the contract that the employer possibly intends to subcontract.

Integration of solvency with external means:

The bidding companies may resort to the capabilities of other entities for the execution of the contract, regardless of the legal nature of the links they have with them, in order to prove their economic and financial and technical and professional solvency, provided that these entities are not prohibited from contracting and that the bidding

companies demonstrate that during the entire duration of the contract they will effectively have the necessary resources by submitting the written undertaking of the aforementioned entities to that effect. Under the same conditions, the Temporary Joint Ventures can resort to the capabilities of the participants in the union or other entities.

While the contract is in force, CCMA, S.A. may, at any time, request from the successful bidder the documents proving the validity of the data on economic and financial solvency, as well as technical and professional solvency. Failure to prove solvency by the successful bidder shall imply the automatic termination of the contract.

NINE. - PRESENTATION OF PROPOSALS

9.1. In accordance with additional provision 15.3 of the LCSP, bidders must submit their proposals in three envelopes, by electronic means. In this regard, Order VEH/172/2017, of 25 July, approving the applications of the Public Procurement Services Platform and the Digital Envelope approves the application of the Digital Envelope integrated into the PSCP (Public Platform for Procurement Services).

The “Digital Envelope” application is accessible to bidding companies from the electronic address of the PSCP (<https://contractaciopublica.gencat.cat>). From this address, the bidding company can access the proposal submission tool that allows it to prepare and present proposals through Digital Envelope.

Once they access the Digital Envelope web tool through this link, the bidding companies will have to fill out a form to register in the tool and then, they will receive a message at the e-mail address(es) provided in this registration form, of activation of the bid.

The electronic addresses that the bidding companies indicate in the registration form of the Digital Envelope tool, which will be used to send emails related to the use of the Digital Envelope tool, must be the same as those designated in their European Single Procurement Document (ESPD) to receive notices of notifications and communications through the **e-NOTUM**.

Bidding companies must keep the bid activation email, since the link contained in the activation message is the exclusive access they will have to present their bids through the Digital Envelope tool.

At the time of submitting the proposal, the bidding company identifies itself and signs the bid with an advanced electronic signature digital certificate based on a qualified or recognised electronic signature certificate issued or accepted by the AOC Consortium. The signing of the summary of the bid in PDF implies the signing of all the documents that comprise it.

The presentation of proposals through the Digital Envelope is based on a web application through which the encryption of the proposals is carried out before being sent and it is the bidding companies that keep the codes to initiate the decryption process of the proposals submitted. It is necessary to take into account the importance of correctly guarding this or these codes (they can be the same for all the envelopes or different for each one of them), since only the bidding companies have them (the Digital Envelope tool does not save or remember the passwords entered)

and they are essential for the decryption of the bids and, therefore, for access to their content.

Once all the documentation of the bid has been completed and the documents that make it up have been attached, the actual submission of the bid will be made. From the moment the bid has been submitted, the documentation sent may no longer be modified. When opening the envelopes, all signatures are validated using the AOC Consortium Identification and Signature Services Platform (PSIS, for its initials in Spanish).

Both the support material on how to prepare a bid using the Digital Envelope tool and the technical specifications necessary for the electronic submission of bids can be found in the “Electronic Bidding” section of the Public Procurement Services Platform, at the following Web address:

https://contractaciopublica.gencat.cat/ecofin_sobre/AppJava/views/ajuda/empreses/index.xhtml.

In accordance with the provisions of section 1.h of Additional Provision 16 of the LCSP, the sending of bids through the Digital Envelope tool may be carried out in two phases, by first providing the electronic fingerprint of the bid documentation, within the deadline for submitting bids, upon receipt of which their submission will be considered completed for all purposes and then sending the documentation of the bid itself, within a maximum period of 24 hours. If this second sending is not made within 24 hours, the bid will be considered to have been withdrawn.

If this possibility is used, it must be taken into account that the documentation sent in this second phase must fully coincide with the one for which the fingerprint was previously sent, so that the electronic files that make up the bid documentation shall not be modified in any way. In this regard, it is worth noting the importance of not manipulating these files (or, for example, of not making copies, even if they are of identical content) so as not to change their electronic fingerprint, which is what will be checked to ensure the coincidence of documents in the bids sent in two phases.

The bids submitted must be free of computer viruses and any type of harmful program or code, since in no case can documents infected with a virus be opened using the corporate tools of the Generalitat de Catalunya. Thus, it is the obligation of the contracting companies to scan the documents using an antivirus and, if documents with their bids are received with viruses, they will be responsible if the Administration cannot access their content.

If any document presented by the bidding companies is damaged, blank or illegible or infected with a computer virus, the Contract Awarding Committee shall assess, depending on which documentation is affected, the legal consequences regarding the participation of this company in the bidding process, which must be derived from the impossibility of accessing the content of any of the bid documents. In the case of documents essential to know or assess the bid, the Board may agree to exclude the company.

9.2. In accordance with the Fifteenth Additional Provision of the LCSP, the processing of this tender process involves carrying out notifications and communications derived from it by electronic, computer and telematic means.

Communications and notifications made during the contracting procedure and during the duration of the contract shall be made by electronic means through the e-NOTUM notification system, in accordance with the LCSP and Law 39/2015, of 1 October, of the common administrative procedure of public administrations. For these purposes, notices of the availability of notifications and communications shall be sent to the e-mail addresses and mobile phone numbers that the bidder has provided for this purpose, from which moment the company will be able to access said notification.

The deadlines to be counted from the notification will be computed from the notification notice provided that the act subject to notification has been published on the same day in the profile of the contractor of the contracting authority. Otherwise, the deadlines will be computed from the receipt of the notification by the interested party.

To receive all the information regarding this tender, the companies that so wish and, in any case, the interested bidders, must register as interested parties through the news subscription service of the virtual bidding space that is made available for this purpose at the contractor's address of the contracting authority. This registration will make it possible to receive immediate notice at the e-mail addresses of the registered persons of any news, publication or notice related to this tender.

Likewise, certain communications that must be made on the occasion of or as a consequence of the bidding and award procedure of this contract shall be made through publication in the contractor's profile, governed by Article 347 of the LCSP.

The publication in the profile of the contracting party leaves a reliable record of the authenticity, integrity and date and time of the publication.

9.3. The bidders will have to submit their proposals before **13:00 hours of April 4, 2023.**

Proposals submitted after the deadline will not be accepted under any circumstances.

The proposals will be secret and their submission implies the unconditional acceptance by the bidding company of the content of this schedule and of each and every one of the documents that are part of the contract.

Those interested in the bidding procedure may contact CCMA, S.A. to request clarifications on the specifications or other documentation, through the questions and answers section of the notice board of the virtual space of the bidding process. These questions and answers will be public and accessible through the aforementioned board, located in the contractor profile of CCMA, S.A.:

https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/perfil/CCMASA

Interested companies may make inquiries to CCMA, S.A., until the date **March 27, 2023.**

CCMA, S.A., may ask the candidates and bidders to present all or part of the supporting documents when it considers that there are reasonable doubts about the validity or reliability of the declaration, when it is necessary for the proper development and, in any case, before awarding the contract.

Bidders must submit their proposal duly indexed in accordance with the order established in the following sections.

Information that is not found within its corresponding section will not be assessed by the Contract Awarding Committee.

In the event that the documents provided by the bidders in each of the envelopes cannot be seen because the document cannot be decrypted or the file is corrupted or damaged, the Contract Awarding Committee will ask the bidding company for a copy of the documentation on electronic storage devices (USB or memory stick) and will check the electronic fingerprints (hashes) of the documentation provided with the fingerprints collected in the tool. The electronic fingerprints of the documents will be checked through the Digital Envelope tool to verify that the documents provided are the same as those included in the bid.

9.4. Content of the envelopes:

1.- Content of Envelope A: General documentation.

- a) Form of the European Single Procurement Document (**ESPD**) that is attached as an Appendix to this document.

In the case of companies that participate in the tender with the commitment to join a temporary union if they are awarded the contract, each one must prove their personality, capability and solvency, and submit a separate ESPD. In addition to the ESPD, they must provide a document stating the commitment to formally establish a temporary joint venture in the case they are awarded the contract.

Bidders will **only** have to fill in the following **Parts and sections** of the **ESPD**:

- **Part I: Information on the procurement procedure and the contracting authority or contracting entity.**
- **Part II: Information about the economic operator:**
 - A:** Information about the economic operator: It is only necessary to fill in the Identification and Lots section; not the rest of the sections.
 - B:** Information about the representatives of the economic operator.
 - C:** Information on the Reliance on the Capability of other entities.
 - D:** Information relating to subcontractors on whose capability the economic operator does not rely.
- **Part III: Reasons for exclusion:**
 - A:** Reasons regarding criminal convictions.
 - B:** Reasons regarding the payment of taxes or Social Security contributions.
 - C:** Reasons regarding insolvency, conflicts of interest or professional misconduct.
- **Part IV: Selection criteria:**
 - B:** Economic and financial solvency: Sections 1a)
 - C:** Technical and professional capability: Sections 1b) and 8.

b) Document indicating which lot or lots the bidding company is submitting according to the model attached as **Appendix 1**.

c) In the case of companies with 50 or more employees, the following certificates:

- 1) Certificate of compliance with the requirement that at least 2% of its employees are workers with disabilities, in accordance with Article 42 of Royal Legislative Decree 1/2013, of 29 November, or of having adopted any of the alternative measures contemplated in Article 2 of Royal Decree 364/2005, of 8 April, which regulates alternative compliance on an exceptional basis with the reserve quota in favour of workers with disabilities.
- 2) Declaration of having an equality plan pursuant to the provisions of Article 45 of Organic Law 3/2007, of 22 March, on the equality of women and men.

2.- Content of Envelope B: Documentation related to subjective assessment criteria.

TECHNICAL INFORMATION:

As a prerequisite for assessing the subjective criteria and as essential technical information on the technical material, transport, work space and connectivity, the bidder is requested to provide the following documentation in Envelope B , **which will not be scored in any case.**

The bidder must take into account, to prove the following aspects, the description and requirements indicated in the technical specifications document. The bidder must complete the Excel document of **Appendix 2A (Lot 1) Appendix 2B (Lot 2) Appendix 2C (Lot 3)** and attach the following documentation:

1. Technical material: To prove this aspect, the bidder can provide photographs, purchase invoices, purchase commitment with proforma invoices, order document and/or any other documentation that proves the existence of the material or proven commitment to acquire it and its age.
2. Transport: Documentation and photographs of the vehicle or transport system suitable for the team that will be assigned to the service.
3. Work space. To prove this aspect, the bidder must indicate the address of the work space, a description of the physical space and other technical characteristics indicated in the Excel document **Appendix 2A/B/C**. It will be necessary to provide photographs that certify the quality, characteristics and dimensions of the space.
4. Connectivity. To prove this aspect, the bidder can provide photographs, purchase invoices, purchase commitment with pro-forma invoices, order document and any other documentation that prove the existence of the material. As well as the contracts or bids with the operators and the technical documentation and description of the required equipment and devices.

If the documentation provided by the bidders does not meet the requirements indicated in **Appendix 2A/B/C** for each of the aspects to be assessed, due to not meeting the minimum requirements requested in the technical specifications document, the proposal will be considered not to be valid and will be excluded from

the procedure. CCMA, S.A., in case of exclusion, will inform, in a reasoned manner, in a technical report, the reasons for this exclusion.

ASSESSMENT:

To assess the subjective evaluation criteria common to the three lots, the bidders must provide the following documentation:

- a) Collection of videos through a link accessible by CCMA, S.A., from where the images submitted by the bidding companies with the work sample of the filming and editing team, specifying the data of the people and the function of each one of the participants, especially the main member, can be downloaded and viewed. This collection of images must be recorded with the camera chosen by the company. The collection should include the following:
1. One-minute edited video with news-type informative content.
 2. Unedited video: 2 panoramas recorded with a shoulder-mounted camera, in horizontal format and in vertical format.
 3. Unedited video: recording of an interviewee seated, conveniently lit and with a microphone.
 4. Unedited video: recording of a sequence shot with a shoulder-mounted camera that begins outdoors in daylight and ends indoors in warm light, with its filter change.

3.- Content of Envelope C: Documentation related to the automatically quantifiable assessment criteria.

a) Economic bid:

The amount of the economic bid must be adapted to the model of **Appendix 4 (Lot 1), Appendix 5 (Lot 2), Appendix 6 (Lot 3)**

Taxes and expenses of any kind that are levied on the execution of the service will be understood to be included in the amount for all purposes, except VAT, which will be broken down separately.

Bids that contain omissions, amendments or errors that prevent a clear understanding of what is considered essential for their assessment will not be accepted.

Each bidder may only submit a single proposal.

b) Other automatically quantifiable assessment criteria:

- Improvements in Appendix 7 (Lot 2):

The work space includes an outdoor area with views of emblematic areas of the city

- Improvements in Appendix 8 (Lot 3):

The work space includes an outdoor area with views of emblematic areas of the city

TEN. - CONTRACT AWARDING COMMITTEE

The Contract Awarding Committee in this case shall be comprised of the following members:

- President: Ignasi Jaén Viñuales, Legal Services Department.
- Member: Roser Gispert, production manager for news media on television.
- Member: Montse Ollé Ortonobes, radio production manager.
- Member: Jordi Luna, operation area.
- Member: Teresa Farré Lladó, Financial Economic Management.
- Secretary: Iván Delgado Abad, Purchasing Department.

- Substitute: Eva Carretero Ors, Legal Services.
- Substitute: Marta Escudé Fornés, Purchasing Department.
- Substitute: Belen Samper, television news production.

The Contract Awarding Committee will qualify the documentation contained in Envelope A and, in the event of observing rectifiable defects, it will notify the affected bidding companies so that they can correct them within three days.

Once corrected, if any, the defects in the documentation contained in Envelope A, the Board will evaluate it and determine the companies admitted to the tender and those excluded, as well as, if applicable, the causes of the exclusion.

ELEVEN. - ASSESSMENT OF THE PROPOSALS

After having qualified the general documentation, the Board will select the bidder who on the whole makes the best proposal based on the value for money, taking into account the following assessment criteria:

Lot 1: Correspondent office in Brussels:

ASSESSMENT CRITERIA	SCORING
Financial bid	Up to 76 points
Subjective assessment criteria	Up to 24 points

Lot 2: Correspondent office in Paris:

ASSESSMENT CRITERIA	SCORING
Financial bid	Up to 73 points
Improvements	Up to 3 points
Subjective assessment criteria	Up to 24 points

Lot 3: Correspondent office in Moscow:

ASSESSMENT CRITERIA	SCORING
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Financial bid	Up to 73 points
Improvements	Up to 3 points
Subjective assessment criteria	Up to 24 points

11.1. Assessment of the bids:

A) Assessment of the financial bid (Up to 76 points):

A.1 Lot 1. Correspondent office in Brussels.

A.1.1 Prices subject to valuation

Comprehensive service price (Up to 76 points):

1. Total price of the comprehensive service for the initial period (2 years).

The bidder shall submit, according to the model in **Appendix 4**, the price of the first two annual payments. The total price of the initial period shall be the one used when evaluating the bids.

The maximum bidding price for the service is €297,000, excluding VAT.

A.1.2 Price of mandatory extraordinary services not subject to valuation:

The bidder must present a tender and offer all the services listed below:

- Full service ENG (up to 10 h)
- Full service ENG (up to 5 h)
- ENG / Prod service extension (per hour) not included in the package
- Vehicle service outside the metropolitan area (per kilometre)
- Extra all-inclusive 4G dongle service (for a 24-hour day)
- Extra production-guide service (10 h)
- Direct service from the European Commission. 10' (stand-up + signal transport)
- Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 10 h)
- Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 5 hours)

***Full audio service must include:**

- Complete service to carry out interviews with the CCMA, S.A. correspondent and with up to two guests:
- Individual microphones and headphones will be necessary for each of them.
- It shall be necessary to be equipped with an external audio mixer to balance the microphones. This mixer must be able to run on batteries for outdoor filming situations.
- It shall be necessary to provide a headphone distributor to provide service to the three participants. This distributor must be able to run on batteries for outdoor filming situations.

Audio technical assistance support will be required for assembly and operation.

Additional technical material to be supplied (apart from what is usual for the correspondent):

- 2 Sennheiser E835S microphones or equivalent.
- 2 Sennheiser HD26 headphones or equivalent.
- 1 AZDEN FMX-32a mini microphone mixer or equivalent.
- 1 Superlux HA3D headphone distributor or equivalent.

The maximum prices for each extraordinary service are included in **Appendix 4**.

If a bidder leaves its financial bid blank, the Contract Awarding Committee will understand that the price offered corresponds to the maximum amount of the bid.

If one of the extraordinary services should be required for several consecutive days. From the second day, a 15% discount will be applied to the price of the service.

A.2 Lot 2. Correspondent office in Paris:

A.2.1 Prices subject to valuation

Comprehensive service price (Up to 73 points):

1. Total price of the comprehensive service for the initial period (2 years).

The bidder shall submit, in accordance with the model in **Appendix 5**, the price of the first two annual payments. The total price of the initial period shall be the one used when evaluating the bids.

The maximum bidding price for the service is €330,000, excluding VAT.

A.2.2 Price of mandatory extraordinary services not subject to valuation:

The bidder must present a tender and offer all the services listed below:

- Full service ENG (up to 10 h)
- Full service ENG (up to 5 h)
- ENG / Prod service extension (per hour) not included in the package
- Vehicle service outside the metropolitan area (per kilometre)
- Extra all-inclusive 4G dongle service (for a 24-hour day)
- Extra production service (10 h)
- Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 10 h)
- Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 5 hours)

*Full audio service must include:

- Complete service to carry out interviews with the CCMA, S.A. correspondent and with up to two guests:
- Individual microphones and headphones will be necessary for each of them.
- It shall be necessary to be equipped with an external audio mixer to balance the microphones. This mixer must be able to run on batteries for outdoor filming situations.

- It shall be necessary to provide a headphone distributor to provide service to the three participants. This distributor must be able to run on batteries for outdoor filming situations.

Audio technical assistance support will be required for assembly and operation.

Additional technical material to be supplied (apart from what is usual for the correspondent):

- 2 Sennheiser E835S microphones or equivalent.
- 2 Sennheiser HD26 headphones or equivalent.
- 1 AZDEN FMX-32a mini microphone mixer or equivalent.
- 1 Superlux HA3D headphone distributor or equivalent.

The maximum prices for each extraordinary service are included in **Appendix 5**.

If a bidder leaves its financial bid blank, the Contract Awarding Committee will understand that the price offered corresponds to the maximum amount of the bid.

If one of the extraordinary services should be required for several consecutive days. From the second day, a 15% discount will be applied to the price of the service.

A.3 Lot 3. Correspondent office in Moscow:

A.3.1 Prices subject to valuation

Comprehensive service price (Up to 73 points):

1. Total price of the comprehensive service for the initial period (2 years).

The bidder will present, according to the model in **Appendix 6**, the price of the first two annual payments. The total price of the initial period shall be the one used when evaluating the bids.

The maximum bidding price for the service is €374,000, excluding VAT.

A.3.2 Price of mandatory extraordinary services not subject to valuation:

The bidder must present a tender and offer all the services listed below:

- Full service ENG (up to 10 h)
- Full service ENG (up to 5 h)
- ENG / Prod service extension (per hour) not included in the package
- Vehicle service outside the metropolitan area (per kilometre)
- Extra all-inclusive 4G dongle service (for a 24-hour day)
- Extra production-guide service (10 h)
- Direct service from the European Commission. 10' (stand-up + signal transport)
- Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 10 h)
- Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 5 hours)

*Full audio service must include:

- Complete service to carry out interviews with the CCMA, S.A. correspondent and with up to two guests:
- Individual microphones and headphones will be necessary for each of them.
- It shall be necessary to be equipped with an external audio mixer to balance the microphones. This mixer must be able to run on batteries for outdoor filming situations.
- It shall be necessary to provide a headphone distributor to provide service to the three participants. This distributor must be able to run on batteries for outdoor filming situations.

Audio technical assistance support will be required for assembly and operation.

Additional technical material to be supplied (apart from what is usual for the correspondent):

- 2 Sennheiser E835S microphones or equivalent.
- 2 Sennheiser HD26 headphones or equivalent.
- 1 AZDEN FMX-32a mini microphone mixer or equivalent.
- 1 Superlux HA3D headphone distributor or equivalent.

The maximum prices for each extraordinary service are included in **Appendix 6**.

If a bidder leaves its financial bid blank, the Contract Awarding Committee will understand that the price offered corresponds to the maximum amount of the bid.

If one of the extraordinary services should be required for several consecutive days. From the second day, a 15% discount will be applied to the price of the service.

To assess the objective criteria of the financial bid for LOT 1, 2 and 3, the following formula will be applied:

$$S=N*((Omin/Pmax)-(Ov/Pmax)+1)$$

S = score.

N = maximum score for the criterion.

Omin = cheapest bid.

Pmax = maximum price.

Ov = bid to evaluate.

B) Assessment of other automatically quantifiable assessment criteria:

Improvements

B.1. Lot 2 Correspondent office in Paris (Up to 3 points)

The bidder must complete **Appendix 8** answering YES or NO in the following section:

- ✓ The work space includes an outdoor area with views of emblematic areas of the city

B.2. Lot 3 Correspondent office in Moscow (3 points)

The bidder must complete **Appendix 9** answering YES or NO in the following section:

- ✓ The work space includes an outdoor area with views of emblematic areas of the city

C) Evaluation of subjective assessment criteria (Up to 24 points):

C.1. Evaluation of the images of the filming and editing team

The images presented by the bidding companies with the work sample assigned to the service will be assessed according to the parameters indicated in section 2 of clause 9.4 of this document referring to the content of Envelope B:

1. Edited video of one minute thirty seconds maximum length with informative news content (Up to 6 points).

The informative video must be a maximum of 1'30". An informative rhythm, that is well structured and that the assembly of the shots follow coherent standards (for example, do not put two general shots next to each other or two panoramic shots in a row) will be taken into account. Panoramas, interviews and that the changes from interiors to exteriors are correctly executed will be valued from the indicated aspects. No additional music or images may be used that have not been recorded by the proposed operator.

Videos that exceed the indicated duration will not be valued and will be awarded 0 points in this section.

2. Unedited video: 2 panoramas recorded with a shoulder-mounted camera, in horizontal format and in vertical format (Up to 6 points).

The panoramas requested must be made without a tripod. The stability and intention of the movements will be valued, that is, what sense does the panoramic view have at the beginning, during its journey and at the end. Excessive levels of instability will be assessed negatively and 0 points will be scored if any support is used to gain stability, the pairing must be operator + camera.

3. Unedited video: recording of an interviewee seated, conveniently lit and with a microphone (Up to 6 points).

The lighting and correct sound capture will be valued from the interview. The mere recording is not enough, it must have an aesthetic intention. At the same time, the composition of the scene will also be assessed, that is, all the elements that make up the frame will be considered. This means that the elements that can distort or divert the attention of the interview shall be grounds for a negative assessment. All those interviews that do not have at least one front and one back light will be scored with 0 points.

4. Unedited video: recording of a sequence shot with a shoulder-mounted camera that begins outdoors in daylight and ends indoors in warm light, with its filter change (Up to 6 points).

In this section, the operator's ability to adapt the filter and iris entering from an exterior to an interior will be assessed. The proposals in which this change is less noticeable will receive a higher score. The recording in which the temperature and diaphragm of the exterior and interior do not require a change of filter and iris will be considered incorrect, for which reason 0 points will be awarded in this section. The recording will be considered excellent if the adaptation is imperceptible.

No collection of videos will be accepted in which the people who captured the images are not identified or the function performed is not specified.

Failure to comply with the conditions indicated in the previous paragraph will mean exclusion from the procedure.

Proposals that do not exceed a minimum of 12 points in the evaluation section of the subjective evaluation criteria shall be excluded from the procedure and the objective evaluation criteria of their bid will not be evaluated.

Valuation in the event of a tie:

In the event of a tie in the scores obtained by the bids of the bidding companies, preference will be given in the award of the contract and in the following order of priority:

- a) The proposal of the company with the highest percentage of workers with disabilities or in a situation of social exclusion in the workforce of each of the companies, prioritising in case of equality, the largest number of permanent workers with disabilities in the workforce, or the largest number of workers included in the workforce.
- b) The proposal of the company with the lowest percentage of temporary contracts in the workforce of each of the companies.
- c) The proposal of the company with the highest percentage of women employed in the staff of each of the companies.
- d) The draw, if the application of the above criteria had not led to a tiebreaker.

11.2. Bids with abnormal or disproportionate values:

In relation to the criterion of the economic bid, when a bid is less than 20% of the average of the bids presented, and pursuant to the provisions of Article 149 of the LCSP, the Contract Awarding Committee will consider, where appropriate, that this proposition cannot be fulfilled as a consequence of the inclusion of abnormal or disproportionate values.

In this case, the Contract Awarding Committee will ask the affected company for a report justifying the viability of its bid, which must be delivered within a maximum period of five business days since the notification. In view of this report and the one that will be prepared by the technical services of CCMA, S.A., the Contract Awarding

Committee may declare the bid abnormally low and, therefore, will exclude it from the classification.

To assess whether a bid is abnormal or disproportionate, the price of the comprehensive service of the initial period will be taken as a reference.

Requests for justification will be carried out through the functionality that the Digital Envelope tool has for this purpose, through which an email will be sent to the address or addresses indicated by the bidding companies in the registration form, with the link to access the space of the tool in which they must provide the corresponding documentation.

This requirement will be communicated to the company by electronic communication through e-NOTUM, integrated with the Public Procurement Services Platform.

TWELFTH. - RESIGNATION AND WITHDRAWAL

The contracting authority may renounce the award or execution of the contract, for duly justified reasons of public interest and with the corresponding notification to the bidding companies, before the formalisation of the contract.

He/she may also withdraw from the procedure, before the signing of the contract, when a breach that cannot be corrected is observed in the rules for preparing the contract or those that regulate the award procedure.

In both cases, the bidding companies will be compensated for the expenses they have incurred and that are duly justified.

The decision not to award or sign the contract and the withdrawal from the award procedure will be published on the electronic platform for public procurement of the Generalitat de Catalunya.

THIRTEEN.- AWARD OF THE CONTRACT

The contracting authority, after evaluation by the Board, will award the contract within a maximum period of 60 days from the opening of the proposals.

During this period, CCMA, S.A. may collect from competing companies any additional information and clarifications it deems appropriate.

If the adjudication does not take place within the indicated period, the bidders will have the right to withdraw their proposal.

FOURTEEN.- DOCUMENTATION PRIOR TO THE FORMALISATION OF THE CONTRACT

CCMA, S.A., will notify the selected bidder of its award proposal through the functionality that the Digital Envelope tool has for this purpose.

This requirement will be made by electronic notification through e-NOTUM, integrated with the Public Procurement Services Platform.

The selected bidder will provide the following documents within a period of 10 business days from the day after the communication is received:

A) Companies not registered in the Electronic Register of Tendering Companies of the Generalitat de Catalunya (RELI) or in the Official Register of Tenderers and Classified Companies of the Public Sector (ROLECE).

- a) Proof of the ability to act and the legal personality of the bidder.
- b) Proof of economic and financial solvency.
- c) Proof of technical and professional solvency.
- d) Positive certificate from the Tax Agency proving that they are up to date with their tax obligations and have no debts of a tax nature. The date of the certificate must be later than the date of communication of the award proposal sent by CCMA, S.A.
- e) Positive certificate from the Social Security Treasury proving that they are up to date with their Social Security obligations. The date of the certificate must be later than the date of communication of the award proposal sent by CCMA, S.A.
- f) Tax on Economic Activities (IAE). The bidder proposed as the successful bidder must submit the tax registration document relating to the current year in the heading corresponding to the object of the contract, the last tax receipt or, where appropriate, document or self-declaration that proves that the bidder is in one of the legal assumptions of tax exemption.
- g) Self-declaration in which the successful bidder indicates the location of the servers and from where the services associated with them will be provided. The declaration will be made according to the model in **Appendix 9**.

B) Companies registered in the Electronic Register of Tendering Companies of the Generalitat de Catalunya (RELI) or in the Official Register of Tenderers and Classified Companies of the Public Sector (ROLECE).

Companies registered in the RELI or ROLECE will be exempt from providing the documentation required in the previous section and will only be required to provide the following documentation:

- a) Self-declaration that certifies the validity of the data registered in the registry and the summary file of the registry.
- b) Accreditation of technical and professional solvency
- c) Self-declaration in which the successful bidder indicates the location of the servers and from where the services associated with them will be provided. The declaration will be made according to the model in **Appendix 9**.

The provision of documentation will be carried out through the functionality that the Digital Envelope tool has for this purpose, through which an email will be sent to the address or addresses indicated by the bidding companies in the registration form, with

the link to access the space of the tool in which they must provide the corresponding documentation.

If the requirement to submit the requested documentation is not properly completed by the selected bidder within the indicated period, it will be understood that the bidder has withdrawn its bid and the documentation will be requested from the next bidder, according to the order of classification of the bids.

If rectifiable defects or omissions are detected in the documentation provided on the ability to act, economic solvency and other documentation, the selected bidder will be notified so that they can correct it within a period not exceeding three business days.

FIFTEEN. - FORMALISATION OF THE CONTRACT

The award of the contract shall be formalised by means of a private document within a period not exceeding 5 days after 15 business days have elapsed since the notification of the award is sent to the bidders and candidates.

SIXTEEN. - PAYMENT OF THE PRICE

CCMA, S.A. shall make the payments by bank transfer to the account provided by the successful bidder, on the 30th of the month, once 30 days have elapsed since the date of the invoice. The invoice must bear, at most, the date of the 30th day of the month in which the services have been provided and must be received by CCMA, S.A. before the 5th day of the month after the date of the invoice. This invoice must be issued electronically and delivered to CCMA, S.A. through the entry point of the Open Administration of Catalonia, and must necessarily include the order number or the contract number that will appear in the footer.

The persons and cases in which the regulatory regulations exempt it will not have the obligation to present the electronic invoice.

The price review will not proceed.

SEVENTEEN. - OBLIGATIONS OF THE CONTRACTOR

The contractor shall be responsible for the quality of the services provided as well as the consequences that may arise for CCMA, S.A. or for third parties from omissions, errors, inadequate methods or incorrect conclusions in the execution of the contract.

The contractor shall execute the contract at their own risk and peril and shall be obligated to indemnify the damages and losses caused to third parties as a result of the operations that the execution of the contract requires.

Other obligations:

a) Obligations of a work nature:

- The successful bidder is obligated in the execution of the contract to comply with the applicable obligations in environmental, social, labour matters established by European Union law, national law, collective

agreements or the provisions of international environmental, social and labour law that are binding for the State, and in particular those established in Appendix V of the LCSP.

It is also obligated to comply with the provisions in force regarding the social integration of people with disabilities and tax matters.

- The successful bidder undertakes to comply with the salary conditions of the workers in accordance with the applicable sectoral collective agreement.
- CCMA, S.A., may request the successful bidder to provide documentary evidence, where appropriate, that complies with the requirements established in the applicable collective agreement. The same procedure will be followed for the rest of the professionals assigned to the service to whom the reference agreement does not apply to.

If non-compliance is verified of the current sectoral collective agreements, pursuant to the provisions of Article 201 of the LCSP, and especially, the breaches or repeated delays in the payment of salaries or the application of salary conditions lower than those foreseen by the collective agreements that is serious and fraudulent, it will give rise to the termination of the contract.

- The successful bidder must promote working conditions that prevent the perpetration of offences and other behaviours against sexual freedom and moral integrity at work, with particular emphasis on sexual harassment and harassment based on sex, including those committed in the digital sphere.

The successful bidder must have a protocol for the prevention of sexual and gender-based harassment. If it does not have its own protocol, the successful bidder shall adopt the CCMA, S.A. protocol as its own, and must notify its application to the personnel assigned to the service provided under the contract.

- The successful bidder shall select and assign the necessary personnel to meet its obligations. Said personnel shall depend exclusively on the contractor, for which reason they will have all the rights and duties inherent to their status as an employer and must comply with the current provisions on labour matters, occupational risk prevention and Social Security referring to their own personnel under their charge.

The successful bidder must ensure that there is stability in the work team, and that variations in its composition are occasional and obey justified reasons, in order not to alter the proper functioning of the service, informing CCMA, S.A. at all times.

- In relation to the workers assigned to the execution of this contract, the contractor company assumes the obligation to exercise in a real, effective and continuous way, the power of direction and management inherent to every employer. In particular, it will assume the negotiation and payment of wages, the assignment of the different services to be provided, as well as fixing work schedules and shifts, the granting of permits, licences and holidays, the substitution of workers in cases of leave or absence, the legal obligations in terms of Social Security, including the payment of contributions and the payment of benefits, when applicable, the legal obligations in terms of occupational risk prevention, the exercise of disciplinary powers, as well as any rights and obligations derive from the contractual relationship between employee and employer.

- The contractor, exclusively, will be in charge of controlling the presence and recording the hours of its personnel assigned to the execution of this contract.
- The contractor must observe that its workers are clearly differentiated from CCMA, S.A. personnel, through uniformity, identification, credit titles, accreditations and any other distinctive means, and the contractor's personnel are not allowed to use anagrams or logos of CCMA, S.A. on their clothing, cars, and production material in general.
- The contractor will have to label the spaces and their equipment with all the material means necessary for the provision of the service and differentiate them from those of CCMA, S.A.
- The successful bidder must provide the necessary professional training to its employees, in order to update the technological and professional knowledge that occurs during the execution of the contract.
- The contractor shall be responsible for the supervision and direction of the work of its employees, as well as their correct training for the tasks to be carried out in execution of the service contract. The workers of the successful bidder will only receive orders from the hierarchical superiors of their company, without being allowed to fulfil work orders issued directly by people linked to CCMA, S.A.
- The successful bidder undertakes to ensure the proper execution of this service to prevent it from being considered as an illegal assignment of any of its workers assigned to it.
- The contractor shall designate a general service coordinator who will be in charge of maintaining the link with the person responsible for CCMA, S.A., and determining the organisation, adequacy and operation of the contracted service, as well as directing its execution and the activities of the staff. All communication related to the execution of the service shall be carried out exclusively between this coordinator and the interlocutor designated by CCMA, S.A.
- The successful bidder will be obligated to comply with the Occupational Risk Prevention Law, the derived regulations and the internal regulations of CCMA, S.A., in order to guarantee adequate levels of health and safety, and specifically Royal Decree 171/2004, implementing Article 24 of Law 31/1995, of 8 November, on Occupational Risk Prevention in matters of coordination of business activities.
- The contractor shall comply with the obligations established by the regulations in force at all times in relation to the technical and organisational preventive measures that must be implemented in the company to avoid the spread of Covid-19, with respect to the personnel assigned to the execution of this contract.
- Once the award has been communicated, the contractor will have 20 business days to submit the following Occupational Risk Prevention documentation:
 - Occupational risk assessment report with the risks and preventive measures for the awarded service.
 - Prevention training certificates.
 - Medical certificates of fitness or refusal of the employees.

- Certificates of delivery of personal protective equipment, if applicable.

This documentation must be presented before the start of the activity and will refer to all the employees who will provide the service.

If it is a contractor that has already carried out this action before, it will only be necessary to check that the content of the existing coordination is applicable to the new situation.

- b) The contractor undertakes to apply, when performing the service, the measures intended to promote equality between men and women.
- c) The company must preferably use Catalan in its communications with CCMA, S.A.
- d) Confidentiality:

The contractor shall be responsible for the confidential processing of the tasks and functions that it performs, and shall also be responsible for ensuring that its employees assume this confidentiality. The contractor shall undertake to use the information it receives solely and exclusively to perform the services that are the object of the contract.

The documents and data submitted by the bidders may be considered confidential if they include industrial, technical or commercial secrets and/or intellectual property rights, and when their dissemination to third parties may be contrary to their legitimate commercial interests and/or harm the loyal competition between companies in the sector; or, when its processing may be contrary to the provisions of the regulations on the protection of personal data.

If applicable, bidders must submit a declaration of confidentiality that must be necessary and proportional to the purpose or interest to be protected and must expressly justify the documents and/or data provided which they consider confidential. General or unjustified statements of a confidential nature are not allowed.

Notwithstanding the declaration of confidentiality of the bidders, when faced with a request for information, it will be up to the contracting authority to assess whether this qualification is correct, in accordance with the principles of publicity and transparency that govern the actions of the public sector, and correct it, when applicable, after hearing the bidders.

In no case shall the economic proposal, the data on the European Single Procurement Document (ESPD) that appear in public records, the data in the appendices regarding solvency and the data in the technical proposal be confidential, unless the bidder has justifiably regarded them as confidential.

- e) The contractor may not assign the rights and obligations derived from this contract to third parties without the express written authorisation of CCMA, S.A.
- f) The successful bidder as an essential condition, in relation to the data to which it has access on the occasion of the contract, is obligated to comply with everything established by Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights, the enacting regulations and the provisions of (EU) Regulation 2016/679, of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons regarding to the handling of personal data and the free movement of said data.

The documentation and information that emerges or that is accessed during the performance of the services that are covered by this contract and that corresponds to CCMA, S.A., the data controller, is confidential and may not be subject to total or partial reproduction by any means or support. Therefore, neither processing nor computer editing, nor transmission to third parties outside the strict scope of the direct execution of the contract may be carried out.

Documentation to be delivered by the successful bidder:

1) Documentation proving that the successful bidder has delivered to its employees a document stating:

- The contracted services and the activities to be carried out, the methodology and work procedures.
- That the employees assigned to the provision of the service shall be subject exclusively to the power of management and organisation of the successful bidder.
- The coordinator of the staff, indicating that all dialogue related to the provision of the service, whether of a technical or labour nature, will be carried out exclusively through the same.
- That in order to access and provide their services within the CCMA, S.A. facilities, they must, at all times, be clearly identified as employees of the successful bidder and, where appropriate, suitably uniformed.

2) Inventory of all the items the successful bidder shall provide from its organisation.

3) Name of the person who will act as coordinator.

4) Sufficient identification data (name, surname, National ID Card) to process access as external personnel for the exclusive purposes of access, in the event that the successful bidder's personnel have to access the CCMA, S.A. facilities, either occasionally or continuously.

5) If the continuous presence of the successful bidder's personnel is required, accreditation confirming that what has been implemented in the premises of CCMA, S.A. has been registered as a work centre

EIGHTEEN.- TRANSPARENCY

Ethical principles and rules of conduct to which bidders and contractors must adapt their activity:

1.- Bidders and contractors shall adopt exemplary ethical conduct and act to avoid corruption in any of its possible forms.

2.- In this regard —and independently of those other duties linked to the principle of action mentioned in the previous point, derived from the ethical principles and the rules of conduct to which bidders and contractors must adapt their activity— they assume particularly the following obligations:

- a) Notify the contracting authority immediately of possible situations of conflict of interest.
- b) Not request, directly or indirectly, that a public position or employee influence the awarding of the contract.

- c) Not offer or provide public officials or employees with personal or material advantages, neither for themselves nor for people linked to their family or social environment.
- d) Refrain from carrying out any other action that may violate the principles of equal opportunities and free competition.
- e) Refrain from carrying out actions that put the public interest at risk.
- f) Respect the principles of the free market and competitive concurrence, and refrain from conduct that has the purpose or may have the effect of preventing, restricting or distorting competition, such as collusive behaviour or fraudulent competition (reservation bids, elimination of bids, market allocation, bid rotation, etc.). Likewise, report any act or conduct aimed at those purposes and related to the tender or of which the contract was known.
- g) Refrain from using confidential information, known through the contract, to obtain, directly or indirectly, an advantage or economic benefit in one's own interest.
- h) Observe the principles, norms and ethical conducts of the activities, trades and/or professions corresponding to the contracted services.
- i) Collaborate with the contracting authority in the actions it carries out to monitor and/or evaluate compliance with the contract, particularly by providing the information requested for these purposes.
- j) Report the acts of which they are aware and that may entail a violation of the obligations contained in this clause.
- k) Observe the obligations of transparency regarding the remuneration of personnel and in relation to compliance with current legislation regarding the labour rights of employees.

3.- Failure to comply with any of the obligations contained in the previous section 2 by the bidders or the contractors will cause termination of the contract, without prejudice to any other possible consequences provided for in current legislation.

NINETEEN.- SUBCONTRACTING

The successful bidder may arrange with third parties, without budget limitation, the partial performance of the service.

The contractor company must communicate in writing to CCMA, S.A., at the time of sending the documentation related to technical solvency, the intention to enter into subcontracts, indicating the part of the service that it intends to subcontract and the identity, contact details and the legal representative or representatives of the subcontractor company, sufficiently justifying its capability to execute it because of the technical and human elements available to it and its experience, and certifying that it is not prohibited from contracting.

If the subcontractor company has the appropriate classification to carry out the part of the contract that is to be subcontracted, the communication of this circumstance shall be sufficient to prove its capability.

Even if consented subcontracting occurs, the successful bidder shall be considered exclusively and for all purposes as the sole contractor and shall be responsible for the execution of the contract. In the event that the liability stems from the provision of

subcontracted services, the successful bidder shall be the one who responds first to CCMA, S.A., without prejudice to the joint and several liability of the subcontractor.

During the duration of the contract, the successful bidder may only change the subcontracted company with the express written authorisation of CCMA, S.A. If the successful bidder fails to comply with this obligation, CCMA, S.A. may automatically terminate the contract without having to indemnify the other party.

TWENTY.- DATA PROTECTION

CCMA, S.A., shall authorise the successful bidder, who will act as data processor, to process the personal data on its own behalf to provide the services described in this contract.

Processing shall consist of:

- Safeguarding the data and information provided by CCMA, S.A.
- Processing the information provided by CCMA, S.A.

For the execution of the contract, CCMA, S.A., as data controller, shall make the information described in this contract available to the successful bidder, as data processor.

CCMA, S.A., shall provide safe access to the successful bidder as established in the technical specifications document. It shall be the latter's responsibility to guarantee the security and confidentiality of said access and to follow at all times the security protocols established by CCMA, S.A.

Once this contract has ended, the successful bidder must return the personal data to CCMA, S.A. and delete any copy in its possession.

The data processor and all its staff undertake to:

- a) Use the data subject to processing, or those collected for inclusion, only for the purpose of this contract. In no case may they use the data for their own purposes.
- b) Process the data in accordance with the instructions of the CCMA, S.A. data controller

If the data processor considers that any of the instructions violate Organic Law 3/2018, of 5 December, on the protection of personal data and the guarantee of digital rights (hereinafter, LOPDGDD) and (EU) Regulation 2016/679, of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons regarding the handling of personal data and the free movement of said data and repealing Directive 95/46/CE (hereinafter, GDPR), the data processor must immediately inform this to the data controller.

- c) Incorporate the processing carried out in the execution of this order in its Registry of the categories of processing activities carried out on behalf of the data controller at CCMA, S.A., with the content of Article 30.2 of the GDPR:

1. The name and surnames, and contact details of the data controller and data processor, and the data protection officer.
 2. The categories of processing carried out on behalf of the data controller.
 3. Where appropriate, international transfers of personal data to a third country or international organisation, including the identification of that country or that international organisation, and, in the case of transfers indicated in Article 49, paragraph 1, second paragraph of the GDPR, documentation of proper guarantees.
 4. An overview of the technical and organisational security measures relating to:
 - Pseudonymisation and encryption of personal data.
 - The ability to guarantee the permanent confidentiality, integrity, availability and resilience of processing systems and services.
 - The ability to quickly restore availability and access to personal data, in the event of a physical or technical incident.
 - The process of regular verification, evaluation and assessment of the effectiveness of the technical and organisational measures that guarantee the effectiveness of the processing.
 - The data processor may establish other technical and organisational measures that it deems appropriate.
- d) Not to communicate the data to third parties, unless having the express authorisation of the data controller, in the legally admissible cases. (The successful bidder) may communicate the data to other contractors, data processors on behalf of the data controller, in accordance with the instructions of CCMA, S.A. In this case, CCMA, S.A. must previously identify the contractor or contractors to whom they must communicate the data, the data to be communicated and the security measures that must be applied to proceed with the communication.
- If the contracting company transfers data to a third country or to an international organisation, by virtue of EU Law or that of the Member States that is applicable thereto, it shall inform the data controller of this legal requirement in advance, unless this law prohibits it because of significant reasons of public interest.
- e) Maintain the duty of secrecy regarding the data to which they have had access by virtue of this contract, even after the contract ends.
 - f) Guarantee that the persons authorised to process personal data expressly undertake to follow the instructions of the data controller, to respect confidentiality, in the terms required by the data controller, and to comply with the corresponding security measures, of which it is necessary to inform to these duly authorised persons.
 - g) Keep at the disposal of the data controller the documentation that certifies that the obligation established in the previous section is fulfilled.
 - h) Guarantee the necessary training in data protection for the persons authorised to process it.
 - i) In relation to the exercise of the following rights:
 1. Access.

2. Rectification.
3. Suppression.
4. Restricting of processing.
5. Data portability.
6. Opposition (as well as rights related to automated individual decisions, including profiling).

When the affected persons exercise any of these rights in the presence of the data processor, the latter must communicate it by e-mail to the address dpd@ccma.cat. The communication must be made immediately and in no case later than the day after the business day on which the request was received, together, if applicable, with other information that may be relevant to resolve the request.

j) Information right:

The data processor, at the time of collecting the data, must facilitate the data controller's reporting of the data processing that is to be carried out in the terms established by the current regulations on the protection of personal data.

k) Notification of data security breaches:

The data processor shall inform the data controller, without undue delay, and via email, of any security violations regarding data under their charge of which they are aware, together with all the relevant information needed to document and communicate the incident.

If available, at least the following information must be provided:

1. Description of the nature of the personal data security breach, where possible, the categories and approximate number of persons affected, and the categories and approximate number of personal data records affected.
2. Name and contact details of the data protection officer or other contact point where more information can be obtained.
3. Description of the possible consequences of the data security breach.
4. Description of the measures adopted or proposed to remedy the data security breach, including, where appropriate, the measures adopted to mitigate the possible negative effects.

If and to the extent that it is not possible to provide the information simultaneously, the information should be provided gradually without undue delay.

Failure to comply with this obligation constitutes an infringement (serious or minor) subject to the sanctioning regime provided for in Title IX of the LOPDGDD.

- l) Assess, together with the data controller, whether to carry out the data protection impact assessment.**
- m) Assess, together with the data controller, whether it is appropriate to carry out the prior consultation with the APDCAT.**



- n) Make available to the data controller all the information necessary to demonstrate compliance with its obligations, as well as to allow and contribute to the performance of audits or inspections carried out by the data controller or another auditor authorised by the data controller.
- o) Apply, together with the data controller, the appropriate technical and organisational measures to guarantee a level of security appropriate to the risk, which in any case, includes, among others, the following:
 - a) Pseudonymisation and encryption of personal data.
 - b) The ability to guarantee the permanent confidentiality, integrity, availability and resilience of processing systems and services.
 - c) The ability to quickly restore availability and access to data, in the event of a physical or technical incident.
 - d) A process of verification, evaluation and assessment of the effectiveness of the technical and organisational measures implemented to guarantee the safety of the processing.

If the data protection impact assessment has been carried out, from which specific measures are derived, and/or if the data processor has adhered to a code of conduct or certification mechanism to demonstrate compliance with security requirements in terms of data protection (indicate the code of conduct, seal, certification or standard where the applicable measures are defined), these measures must also be applied.

It must also adopt all those other measures that, taking into account the processing that it carries out, are necessary to guarantee a level of security appropriate to the risk.

- p) Appoint, in accordance with Article 34 of the LOPDGDD, a data protection officer and provide their identity and contact details to the data controller.
- q) Destination of the data:

Return all the data once the provision of the processing services has finished, deleting the existing copies unless the retention of the data is required under the assumptions provided for in the LOPDGDD.
- r) Subcontracting

To subcontract with other companies, the data processor must communicate this fact reliably to CCMA, S.A. and clearly and unequivocally identify the subcontractor company and its contact information. Subcontracting can be carried out if the data controller does not express opposition within a period of 10 days.

The subcontractors, to whom the obligations of this section apply, are bound only before the main data processor who shall assume full responsibility for the performance of the task.

Obligations of the data controller at CCMA, S.A.

The following corresponds to the data controller:

- Provide the data processor with the data referred to in this clause.
- Carry out an impact assessment on the protection of personal data of the processing operations that must be carried out by the data processor.
- Carry out the corresponding prior consultations.

- Ensure, prior to and throughout the processing, that the data processor complies with the GDPR.
- Supervise the processing, including the carrying out of inspections and audits.

TWENTY-ONE. - DOCUMENTATION OF A CONTRACTUAL NATURE

This list of administrative and technical clauses that govern this bid are contractual in nature.

The presentation of bids supposes the unconditional acceptance of the clauses of this document and the self-declaration that each of the conditions required to contract with CCMA, S.A. are met.

The proposals submitted by the bidders shall be binding on them until the award of the contract.

TWENTY-TWO. - MODIFICATION OF THE CONTRACT

The contract may only be modified for reasons of public interest, in the cases and in the manner specified in this clause and pursuant to the provisions of Articles 203 to 207 of the LCSP.

Unforeseen modifications:

Contract modifications not contemplated in this clause may only be made when the requirements and cases provided for in Article 205 of the LCSP are met, in accordance with the procedure regulated in Article 191 of the LCSP and with the circumstances foreseen in Article 207 of the LCSP.

The modifications of the contract will be formalised in writing.

TWENTY-THREE. - TERMINATION

In the event that one of the parties fails to comply with any of its obligations, the performing party may choose between demanding compliance from the other or terminating the contract, with the performing party reserving the right to claim the corresponding compensation for damages.

In particular, the following will be considered causes for termination of the contract:

- a) Breach of the main obligations of the contract and the rest of the essential obligations provided they have been classified as such in the documents.
- b) The lack of sufficient quality in the execution of the planned activities that frustrate the purpose of this contract.
- c) The death or supervening incapacity of the individual contractor or the extinction of the legal personality of the contractor company.
- d) The declaration of bankruptcy of the successful bidder or the declaration of insolvency in any other procedure.
- e) Mutual agreement of the parties.
- f) Those expressly established in the contract.
- g) The impossibility of providing the service in the initially agreed terms and when it is not possible to modify the contract.

- h) The non-payment, during the execution of the contract, of salaries by the successful bidder to the employees who are participating in the contract, the non-payment of Social Security contributions or the non-payment of the withholdings on account of the Personal Income Tax of the personnel assigned to the service, or breach of the conditions established in the collective agreements in force for these employees also during the execution of the contract.
- i) The contract shall be automatically terminated when the awarded amount is fully consumed.
- j) Failure to comply with ethical principles and the recommended rules of conduct in public procurement.
- k) Those indicated generally for all contracts and specifically for each category of contract by the LCSP.

The application and effects of these causes of resolution will be those established in Articles 212, 213 and 313 of the LCSP.

CCMA, S.A. shall not be required to compensate for any reason in the event that the termination of the contract is attributable to the successful bidder.

TWENTY-FOUR. - HUMAN RESOURCES REGIME

For this contract and for the acts provided for in the LCSP, the special appeal in contract matters shall proceed under the terms provided in Article 44 et seq. of this law.

TWENTY-FIVE. - DISABILITY REGIME

This contract is subject to the disability regime foreseen in Articles 38 to 43 of the LCSP.

TWENTY-SIX. - JURISDICTION

The contentious-administrative jurisdictional courts will be competent to resolve litigious issues that arise between the parties in relation to the preparation, award and contractual modifications, when the challenge of the latter is based on non-compliance with the provisions of Articles 204 and 205 of the LCSP, when it is understood that said modification should have been the subject of a new bid.

The civil courts shall be competent to resolve disputes that arise between the parties in relation to the effects and termination of this contract.

The parties expressly submit, expressly waiving their own privileges if they have them, to the jurisdiction of the Courts and Tribunals of the city of Barcelona.

Sant Joan Despí, March 2023

APPENDIX 1

Mr./ Ms., as legal representative of the company....., with its legal address in the city of, at address, with postcode, with Company Tax ID No. (NIF)

DECLARES that he/she is presenting himself/herself as a bidder for:

(It is necessary to indicate with an X the option/s chosen)

☐ Lot 1: Correspondent office in Brussels.

☐ Lot 2: Correspondent office in Paris.

☐ Lot 3: Correspondent office in Moscow.

And for the record, in the presence of Corporació Catalana de Mitjans Audiovisuals, S.A., in order to take part in the public tender for bids No. **2303OB01** **“PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE CORRESPONDENT OFFICES IN PARIS, BRUSSELS AND MOSCOW OF THE COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A.”**, he/she signs this declaration.

Signature and stamp of the company.

In on the date 2023

APPENDIX 3 A - LOT 1

TECHNICAL SOLVENCY. LIST OF THE MAIN SERVICES PERFORMED

Mr./Ms. as legal representative of the company with its legal address in the city of, at address, with postcode, with Company Tax ID No. (NIF)

DECLARES that:

The list of the main services similar to the subject matter of the tender is:

SERVICE NAME						
CLIENT COMPANY NAME	START DATE	END DATE	DESCRIPTION	AMOUNT	CONTACT PERSON	TEL.: OR EMAIL

SERVICE NAME						
CLIENT COMPANY NAME	START DATE	END DATE	DESCRIPTION	AMOUNT	CONTACT PERSON	TEL.: OR EMAIL

SERVICE NAME						
CLIENT COMPANY NAME	START DATE	END DATE	DESCRIPTION	AMOUNT	CONTACT PERSON	TEL.: OR EMAIL

And for the record, in the presence of Corporació Catalana de Mitjans Audiovisuals, S.A., in order to take part in the public tender for bids No. **2303OB01 "PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE CORRESPONDENT OFFICE IN BRUSSELS OF THE COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A."**, he/she signs this declaration.

Signature and stamp of the company.

In on the date 2023

APPENDIX 3 B - LOT 2

TECHNICAL SOLVENCY. LIST OF THE MAIN SERVICES PERFORMED

Mr./Ms. as legal representative of the company
 with its legal
 address in the city of, at address
, with postcode, with
 Company Tax ID No. (NIF)

DECLARES that:

The list of the main services similar to the subject matter of the tender is:

SERVICE NAME						
CLIENT COMPANY NAME	START DATE	END DATE	DESCRIPTIO N	AMOUN T	CONTACT PERSON	TEL.: OR EMAIL

SERVICE NAME:						
CLIENT COMPANY NAME	START DATE	END DATE	DESCRIPTIO N	AMOUN T	CONTACT PERSON	TEL.: OR EMAIL

SERVICE NAME:						
CLIENT COMPANY NAME	START DATE	END DATE	DESCRIPTIO N	AMOUN T	CONTACT PERSON	TEL.: OR EMAI L

And for the record, in the presence of Corporació Catalana de Mitjans Audiovisuals, S.A., in order to take part in the public tender for bids No. **2303OB01 "PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE CORRESPONDENT OFFICE IN PARIS OF THE COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A."**, he/she signs this declaration.

Signature and stamp of the company.

In on the date 2023

APPENDIX 3 C - LOT 3

TECHNICAL SOLVENCY. LIST OF THE MAIN SERVICES PERFORMED

Mr./Ms. as legal representative of the company
 with its legal
 address in the city of, at address
, with postcode, with
 Company Tax ID No. (NIF)

DECLARES that:

The list of the main services similar to the subject matter of the tender is:

SERVICE NAME						
CLIENT COMPANY NAME	START DATE	END DATE	DESCRIPTIO N	AMOUN T	CONTACT PERSON	TEL.: OR EMAI L

SERVICE NAME:						
CLIENT COMPANY NAME	START DATE	END DATE	DESCRIPTIO N	AMOUN T	CONTACT PERSON	TEL.: OR EMAI L

SERVICE NAME:						
CLIENT COMPANY NAME	START DATE	END DATE	DESCRIPTIO N	AMOUN T	CONTACT PERSON	TEL.: OR EMAIL

And for the record, in the presence of Corporació Catalana de Mitjans Audiovisuals, S.A., in order to take part in the public tender for offers No. **2303OB01** **“PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE CORRESPONDENT OFFICE IN MOSCOW OF THE COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A.”**, he/she signs this declaration.

Signature and stamp of the company.

In on the date 2023

APPENDIX 4 - Lot 1: Brussels

ECONOMIC OFFER FORM

Mr./Ms., with National ID Card....., as legal representative of the company with its legal address in the city of at address with postcode, with Company Tax ID No. (NIF), and e-mail, informed of the conditions and requirements in order to take part in the public tender for offers No. **2303OB01 "PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE CORRESPONDENT OFFICES IN PARIS, BRUSSELS AND MOSCOW OF THE COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A."**, states that he/she is in a position to participate as a bidder in the aforementioned tender for bids.

To this end, he/she undertakes, on behalf of the company he/she represents, to take charge of the execution of said service with strict subjection to the requirements and conditions that appear therein, offering the service with the prices that are detailed:

1.- Comprehensive service price:

Item	Offered price	VAT (21%)	Price offered with VAT included
Total price of the comprehensive service for the initial period (2 years)	 €*	€.....	 €.....

* *Maximum bidding amount: €297,000*

** *If a bidder leaves the price to be offered blank, the Contract Awarding Committee will understand that the price offered corresponds to the maximum amount of the bid.*

2.- Price of mandatory extraordinary services not subject to valuation:

Item	Maximum amount	Offered price	VAT (21%)	Price offered with VAT included
Full service ENG (up to 10 h)	€350/service	 €/service.		 €/service.
Full service ENG (up to 5 h)	€ 225/service	 €/service.		 €/service.
ENG / Prod service extension (per hour) not included in the package	€30/hour	 €/hour		 €/hour
Vehicle service outside the metropolitan area (per kilometre)	€0.35/km	 €/km.		 €/service.
Extra all-inclusive 4G dongle service (for a 24-hour day)	€200/service	 €/service.		 €/service.

Extra production-guide service (10 h)	€200/service	 €/service		 €/service
Direct service from the European Commission. 10' (stand-up + signal transport)	€300/service	 €/service		
Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 10 h)	€400/service	 €/service		
Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 5 hours)	€300/service	 €/service		

** If a bidder leaves one of the mandatory extraordinary services blank, the Contract Awarding Committee will understand that the price offered corresponds to the maximum amount of the bid.*

*** In case one of the services is required during several consecutive days. From the second day a 15% discount will be applied in the price of the service.*

*Full audio service must include:

- Complete service to carry out interviews with the CCMA, S.A. correspondent and with up to two guests:
- Individual microphones and headphones will be necessary for each of them.
- It shall be necessary to be equipped with an external audio mixer to balance the microphones. This mixer must be able to run on batteries for outdoor filming situations.
- It shall be necessary to provide a headphone distributor to provide service to the three participants. This distributor must be able to run on batteries for outdoor filming situations.

Audio technical assistance support will be required for assembly and operation.

Additional technical material to be supplied (apart from what is usual for the correspondent):

- 2 Sennheiser E835S microphones or equivalent.
- 2 Sennheiser HD26 headphones or equivalent.
- 1 AZDEN FMX-32a mini microphone mixer or equivalent.
- 1 Superlux HA3D headphone distributor or equivalent.

Signature and stamp of the company

In, on the date 2023

APPENDIX 5 - Lot 2: Paris

ECONOMIC OFFER FORM

Mr./Ms., with National ID Card....., as legal representative of the company with its legal address in the city of at address with postcode with Company Tax ID No. (NIF) and e-mail informed of the conditions and requirements in order to take part in the public tender for offers No. **2303OB01 "PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE CORRESPONDENT OFFICES IN PARIS, BRUSSELS AND MOSCOW OF THE COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A."**, states that he/she is in a position to participate as a bidder in the aforementioned tender for offers.

To this end, he/she undertakes, on behalf of the company he/she represents, to take charge of the execution of said service with strict subjection to the requirements and conditions that appear therein, offering the service with the prices that are detailed:

1.- Comprehensive service price:

Item	Offered price	VAT (21%)	Price offered with VAT included
Total price of the comprehensive service for the initial period (2 years)	 €*	€.....	 €.....

* Maximum bidding amount: €330,000

** If a bidder leaves the price to be offered blank, the Contract Awarding Committee will understand that the price offered corresponds to the maximum amount of the bid.

2.- Price of mandatory extraordinary services not subject to valuation:

Item	Maximum amount	Offered price	VAT (21%)	Price offered with VAT included
Full service ENG (up to 10 h)	€400/service	 €/service.		 €/service.
Full service ENG (up to 5 h)	€ 225/service	 €/service.		 €/service.
ENG / Prod service extension (per hour) not included in the package	€30/hour	 €/hour		 €/hour
Vehicle service outside the metropolitan area (per kilometre)	€0.40/km	 €/km.		 €/service.
Extra all-inclusive 4G dongle service (for a 24-hour day)	€200/service	 €/service.		 €/service.

Extra production service (10 h)	€320/hour	 €/service.		 €/service.
Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 10 h)	€400/service	 €/service		
Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 5 hours)	€300/service	 €/service		

** If a bidder leaves one of the mandatory extraordinary services blank, the Contract Awarding Committee will understand that the price offered corresponds to the maximum amount of the bid.*

*** In case one of the services is required during several consecutive days. From the second day a 15% discount will be applied in the price of the service.*

The complete audio service must include:

- Complete service to carry out interviews with the CCMA, S.A. correspondent and with up to two guests:
- Individual microphones and headphones will be necessary for each of them.
- It shall be necessary to be equipped with an external audio mixer to balance the microphones. This mixer must be able to run on batteries for outdoor filming situations.
- It shall be necessary to provide a headphone distributor to provide service to the three participants. This distributor must be able to run on batteries for outdoor filming situations.

Audio technical assistance support will be required for assembly and operation.

Additional technical material to be supplied (apart from what is usual for the correspondent):

- 2 Sennheiser E835S microphones or equivalent.
- 2 Sennheiser HD26 headphones or equivalent.
- 1 AZDEN FMX-32a mini microphone mixer or equivalent.
- 1 Superlux HA3D headphone distributor or equivalent.

Signature and stamp of the company

In, on the date 2023

APPENDIX 6 - Lot 3: Moscow

ECONOMIC OFFER FORM

Mr./Ms., with National ID Card....., as legal representative of the company with its legal address in the city of at address with postcode with Company Tax ID No. (NIF) and e-mail informed of the conditions and requirements in order to take part in the public tender for offers No. **2303OB01 "PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE CORRESPONDENT OFFICES IN PARIS, BRUSSELS AND MOSCOW OF THE COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A."**, states that he/she is in a position to participate as a bidder in the aforementioned tender for offers.

To this end, he/she undertakes, on behalf of the company he/she represents, to take charge of the execution of said service with strict subjection to the requirements and conditions that appear therein, offering the service with the prices that are detailed:

1.- Comprehensive service price:

Item	Offered price	VAT (21%)	Price offered with VAT included
Total price of the comprehensive service for the initial period (2 years)	 €*	€.....	 €

* Maximum bidding amount: €374,000

** If a bidder leaves the price to be offered blank, the Contract Awarding Committee will understand that the price offered corresponds to the maximum amount of the bid.

2.- Price of mandatory extraordinary services not subject to valuation:

Item	Maximum amount	Offered price	VAT (21%)	Price offered with VAT included
Full service ENG (up to 10 h)	€350/service	 €/service.		 €/service.
Full service ENG (up to 5 h)	€ 225/service	 €/service.		 €/service.
ENG / Prod service extension (per hour) not included in the package	€30/hour	 €/hour		 €/hour
Vehicle service outside the metropolitan area (per kilometre)	€0.35/km	 €/km.		 €/service.
Extra all-inclusive 4G dongle service (for a 24-hour day)	€200/service	 €/service.		 €/service.

Extra production-guide service (10 h)	€200/service	 €/service		 €/service
Direct service from the European Commission. 10' (stand-up + signal transport)	€350/service	 €/service		
Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 10 h)	€400/service	 €/service		
Complete audio service (including material and technical assistance) to carry out radio correspondent interviews + 2 guests* (up to 5 hours)	€300/service	 €/service		

** If a bidder leaves one of the mandatory extraordinary services blank, the Contract Awarding Committee will understand that the price offered corresponds to the maximum amount of the bid.*

*** In case one of the services is required during several consecutive days. From the second day a 15% discount will be applied in the price of the service.*

The complete audio service must include:

- Complete service to carry out interviews with the CCMA, S.A. correspondent and with up to two guests:
- Individual microphones and headphones will be necessary for each of them.
- It shall be necessary to be equipped with an external audio mixer to balance the microphones. This mixer must be able to run on batteries for outdoor filming situations.
- It shall be necessary to provide a headphone distributor to provide service to the three participants. This distributor must be able to run on batteries for outdoor filming situations.

Audio technical assistance support will be required for assembly and operation.

Additional technical material to be supplied (apart from what is usual for the correspondent):

- 2 Sennheiser E835S microphones or equivalent.
- 2 Sennheiser HD26 headphones or equivalent.
- 1 AZDEN FMX-32a mini microphone mixer or equivalent.
- 1 Superlux HA3D headphone distributor or equivalent.

Signature and stamp of the company

In, on the date 2023

APPENDIX 7 – Lot 2 Paris

**OTHER AUTOMATICALLY QUANTIFIABLE ASSESSMENT CRITERIA.
IMPROVEMENTS**

Mr./Ms., as legal representative of the company....., with its legal address in the city of, at address, with postcode, with Company Tax ID No. (NIF)

DECLARES THAT:

Answer “Yes” or “No”:

Yes / No The work space includes an outdoor area with views of emblematic areas of the city.

..... (indicate the emblematic area)

And for the record, in the presence of Corporació Catalana de Mitjans Audiovisuals, S.A., in order to take part in the public tender for bids No. **2303OB01 “PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE CORRESPONDENT OFFICES IN PARIS, BRUSSELS AND MOSCOW OF THE COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A.”**, he/she signs this declaration.

Signature and stamp of the company.

In on the date 2023

APPENDIX 8 - Lot 3 Moscow

**OTHER AUTOMATICALLY QUANTIFIABLE ASSESSMENT CRITERIA.
IMPROVEMENTS**

Mr./Ms., as legal representative of the company....., with its legal address in the city of, at address, with postcode, with Company Tax ID No. (NIF)

DECLARES THAT:

Answer "Yes" or "No":

Yes / No The work space includes an outdoor area with views of emblematic areas of the city.

..... ...(indicate the emblematic area)

And for the record, in the presence of Corporació Catalana de Mitjans Audiovisuals, S.A., in order to take part in the public tender for bids No. **2303OB01** **"PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE CORRESPONDENT OFFICES IN PARIS, BRUSSELS AND MOSCOW OF THE COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A."**, he/she signs this declaration.

Signature and stamp of the company.

In on the date 2023

APPENDIX 9

SELF-DECLARATION REGARDING THE LOCATION OF THE SERVERS AND THEIR ASSOCIATED SERVICES

Mr./Ms., with National ID Card....., as legal
representative of the company
....., with its legal
address in the city of, at address
....., with postcode, with
Company Tax ID No. (NIF), tel.

DECLARES, under his/her responsibility:

1. That the company he/she represents has servers that will process the transferred data and to which they have access, which are located in the town of.....
2. That the services associated with the servers will be provided in the town of
3. That he/she undertakes to immediately notify CCMA, S.A. of any change in the location of the servers and the site where the associated services are provided.
4. That the servers and/or the services associated with them will be subcontracted to third parties:

☐ **YES**

☐ **NO**

If so, please indicate:

- Name or company profile of the subcontractor:

And for the record, in the presence of Corporació Catalana de Mitjans Audiovisuals, S.A., in order to take part in the public tender No. **2303OB01 “PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE CORRESPONDENT OFFICES IN PARIS, BRUSSELS AND MOSCOW OF THE COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A.”**, he/she signs this declaration.

Signature and stamp of the company.

In on the date 2023