

SPECIFIC ADMINISTRATIVE TENDER SPECIFICATIONS FOR THE TENDERING OF THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF AN AUDIOVISUAL AND TRANSMEDIA CONTENT PLATFORM FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A..

-OPEN PROCEDURE-

FILE No. 2304OB01 (modified)

ONE.- LEGAL SYSTEM

The contract will be governed by Law 9/2017, of 8 November, on Public Sector Contracts (hereinafter, LCSP), Decree Law 3/2016, of 31 May, on urgent measures in public contracting, Royal Decree 817/2009, of the 8th of May, which partially provides detailed regulations for implementing Law 30/2007, of 30 October, on public sector contracts, and additionally is also 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 what is established by Organic Law 3/2018, of 5 December, on the protection of personal data and the guarantee of digital rights, to the detailed regulations and what is established by the (EU) Regulation 2016/679, of the European Parliament and of the Council, of the 27th of April 2016, about the protection of natural persons with regard to the processing of personal data and the movement of such data.

Corporació Catalana de Mitjans Audiovisuals, S.A., in accordance with Article 3.3, section d), of the LCSP, and for the purposes of its contractual activity, is considered an awarding authority and, therefore, has the recognised power to call this public tender.

In any case, this contract will 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 conditions established in these particular administrative specifications and of any other document that may be applicable when carrying out what is agreed will not exempt the bidders from complying with them.

The award of this contract is subject to the obtaining by Corporació Catalana de Mitjans Audiovisuals SA of the authorization of the Government of the Generalitat in accordance with what is provided for in article 45.3 of Law 16/2008 , of December 23, on fiscal and financial measures (amended by Law 3/2023, of March 16).

TWO.- PURPOSE OF THE CONTRACT

The purpose of this tender is the contracting by Corporació Catalana de Mitjans Audiovisuals, S.A. (hereinafter CCMA, S.A.) of the management, design, development and maintenance service of an audiovisual and transmedia content distribution platform (OTT), for the offer of entertainment and information in Catalan of its own creation and by third parties.

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

The code corresponding to the nomenclature of the Common Procurement Vocabulary (CPV) of the European Commission is 72400000.

Contract division into lots:

The contract cannot be divided into lots as it is considered that the purpose of the tender is a single functional unit that must be coordinated by just one supplier. If it were divided into lots, it would lead to inefficiencies in the design, implementation and maintenance of the OTT platform and its functionalities.

THREE.- ESTIMATED VALUE OF THE CONTRACT

The estimated value of the contract for the entire contemplated duration, including extensions, is TWENTY-NINE MILLION SIX HUNDRED AND EIGHT THOUSAND THREE HUNDRED THIRTY-FOUR EUROS (€29,608,334), VAT not included.

The estimated value is broken down as follows:

ESTIMATED CONTRACT VALUE	Initial 2 years	Extension 1	Extension 2	Extension 3	Total Estimate
Design, implementation and exploitation of the platform	1,870,000	440,000	220,000	220,000	2,750,000
Platform licence (includes maintenance)	1,100,000	550,000	550,000	550,000	2,750,000
Storage	308,000	154,000	154,000	154,000	770,000
Coding: On demand	177,873	142,569	163,954	188,547	672,943
Coding: Live	257,103	171,402	171,402	171,402	771,309
CDN Web	100,188	80,302	92,347	106,200	379,037
CDN Media	625,175	501,888	577,171	663,748	2,368,982
Maintenance services	5,750,866	3,356,761	3,407,113	3,458,219	15,972,959
Maintenance Services Activation	874,500	583,000	583,000	583,000	2,623,500
Ancillary services	137,401	137,401	137,401	137,401	549,604
TOTAL WITHOUT VAT	11,202,106	6,117,323	6,056,388	6,232,517	29,608,334

The estimated value of the contract with respect to storage, encoding and CDN will be considered variable according to the actual volume based on what is specified for each year in the Technical Specifications Document.

The estimated value of the contract with respect to maintenance services activation and ancillary services will be adapted to what is specified in sections 3.2.12. Service activation and 3.2.15. Ancillary services of the Technical Specifications Document.

FOUR.- BASE BUDGET FOR THE TENDER

The base budget for the tender is ELEVEN MILLION TWO HUNDRED AND TWO THOUSAND ONE HUNDRED AND SIX EUROS (€11,202,106), plus 21% VAT, this makes a total of THIRTEEN MILLION FIVE HUNDRED AND FIFTY-FOUR THOUSAND FIVE HUNDRED AND FORTY EIGHT EUROS AND TWENTY-SIX CENTS (€13,554,548.26).

The base budget for the tender is broken down into the following concepts:

Direct expenses	
Design, implementation and exploitation of the platform	1,700,000
Platform licence (includes maintenance)	1,000,000
Transcoding	395,433
Storage	280,000
CDN	660,330
Maintenance services	5,682,132
Ancillary services	124,910
Indirect expenses	
Indirect costs on maintenance services	340,928
Industrial profit	
Industrial profit	1,018,373
Base budget of the tender	11,202,106

- Direct expenses include development expenses, licences, implementation, maintenance, personnel, and ancillary services.
- Additional services are optional, variable and not mandatory.
- Indirect expenses include any necessary expense that the normal operation of the service requires, as well as the company's own expenses that may be charged to the contracted service.
- The industrial profit is 10%.

The salary costs estimate has been calculated based on the salary table of the digital sector market in Barcelona, published by the consulting company Hays in the "2022 Labour Market Guide". This basis has been used because it reflects wages that are more up-to-date with the reality of the digital market than the minimum wages proposed by the "XVII State Collective Agreement for businesses, market research and public opinion".

This is the maximum price that companies bidding for this contract can bid.

FIVE.- DURATION OF THE CONTRACT

The contract will have an initial duration of two years and may be extended by unilateral decision of CCMA, S.A., in annual periods, up to a maximum of five years. Therefore, CCMA, S.A. may agree to the extension of the contract, which will be mandatory for the successful bidder and will be notified at least **120 days** before the end date of the initial or extended period.

SIX.- CAPACITY TO CONTRACT

Natural or legal persons, Spanish or foreign, who have full capacity to act, that are not included in any of the circumstances described in Article 71 of the LCSP and are able to

substantiate their economic, financial, technical and professional solvency may exercise the contract.

The bidders will have to be professionally qualified to carry out the activity that constitutes the purpose of the contract as provided for in their bylaws or articles of incorporation.

CCMA, S.A. may sign contracts with Temporary Joint Ventures that are created for this purpose, without the need to these to be formalised in a public deed until they are successful in the tender. These companies that are part of a joint venture will be jointly and severally liable to CCMA, S.A. and must appoint a representative or sole proxy of the joint venture 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 that can be granted for collections and payments of a significant amount.

For the purposes of the tender, the companies wanting to bid through a joint venture must indicate the names and circumstances of those who participate in it and the share of each one, as well as that they assume the commitment to formally create a joint venture if they are awarded the contract. In temporary joint ventures, each one of the members must substantiate its capacity and solvency in accordance with the provisions established in this document. For the purposes of determining the solvency of the joint venture, the characteristics substantiated by each of its members will accumulate.

The duration of the Temporary Joint Venture must be, at least, the duration of the contract until its termination.

SEVEN.- SUBSTANTIATION OF THE CAPACITY TO ACT

Bidders will substantiate their **capacity to act** as follows:

1. **Spanish companies that are legal persons** will demonstrate the capacity to act through:
 - The deed of incorporation or modification registered in the Mercantile Registry, when it is enforceable in accordance with mercantile law and, when it is not, it will be demonstrated by means of the deed or the document of incorporation, bylaws or articles of incorporation, where the rules that govern its activity are recorded, registered, where appropriate, in the corresponding official register.
 - The Tax Identification Number (TIN) of the company.
 - Document demonstrating the power of representation formalised in public deed when appearing or signing on behalf of another person.
 - National Identity Document of the person signing the bid.
2. **Spanish companies that are individuals** will demonstrate their capacity to act by presenting their Tax Identification Number.
3. **Non-Spanish businesspersons, nationals of Member States of the European Union or signatories of the European Economic Area Agreement**, will demonstrate it by the registration in the appropriate professional or mercantile registers of their Member State of residence or presenting an affidavit or one of the certifications which are indicated in Appendix XI of Directive 2014/24/EU.
4. The capacity to act of **foreign companies incorporated in States that are not members of the European Union or signatories of the European Economic Area Agreement** will be demonstrate by providing a report issued by the

permanent diplomatic mission or by the consular office of Spain in the place of domicile of the company, in which it is stated, with prior accreditation by the company, that is registered in the local professional, mercantile or similar registry, or, failing that, that it habitually operates in local trade within the scope of the activities which are the purpose of the contract.

EIGHT.- PROOF OF SOLVENCY

ECONOMIC AND FINANCIAL SOLVENCY:

The economic and financial solvency will be demonstrated by means of the following documents:

1. Annual turnover of the company referring to the best year among the last 3 years available based on the date the company started its activities, equal to or greater than EUR 5,200,000.
2. The annual turnover will be demonstrate by providing the following documentation:
 - a) Companies that are required to submit annual accounts:
 - Annual accounts approved and deposited in the Mercantile Registry, corresponding to each of the last 3 years, including proof of filing of the accounts in the registry.

The accounts will have to be reviewed by an auditor unless they are exempt from this obligation, a circumstance which they must duly prove.

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

In any case, when the company's latest accounts show a situation of imbalance of assets and liabilities, it must submit an audited balance sheet closed on the date of submission of the declaration of responsibility certifying that the balance of assets and liabilities has been restored on that date.

3. Proof of the existence of civil liability insurance that guarantees a maximum limit of compensation for all the coverages affected by the same claim and for all payment concepts of EUR 3,000,000. The insurance shall be evidenced by a certificate issued by the insurer.

TECHNICAL OR PROFESSIONAL SOLVENCY:

The technical solvency will be demonstrated by means of the following documentation:

1. **List of the main services or works** of similar characteristics and nature to the purpose of the contract carried out by the bidder in the last three (2020, 2021 and 2022) years in the field of OTT services. The list of services must be provided in a document in the same format as **Appendix 1**.

2. **At least 2 certificates issued by companies that received** the service of the commercial OTT solution of the bidding company, demonstrating their satisfaction with the service. The services covered by these certificates must be in force or, at least, have been carried out in the last two calendar years since the publication of this tender.
3. **Statement on the average annual workforce** of the company during the last 3 years, accompanied by the corresponding supporting documentation.
4. Indication of the part of the contract that the bidder intends to **subcontract**.
5. Commitment to have, by means of a statement of compliance (**Appendix 2**), and within a maximum period of 1 month since the beginning of the performance of the service, a test environment with the following listed devices:
 - Web environment from all browsers and operating systems with the greatest market penetration. Microsoft Edge, Chrome, Firefox and Safari on Windows, iOS and Android
 - Mobile phones and tablets with the last two versions of iOS and the last three of Android with different screen resolutions
 - Samsung Tizen (2017 models and superior ones)
 - LG webOS (2017 models and superior ones)
 - Android TV
 - Fire TV
 - Apple TV
 - Different TVs with HbbTV service compatible with standard 2.0 and above. Also devices that implement version 1.5 compatible with HTML5
 - Environments compatible with Foxxum, Netrange, Xperi or Hisense Vidaa
 - Amazon Alexa and Google Assistant voice assistant models
 - Plus all the necessary material to carry out the tests
6. Commitment to have at the beginning of the service, by means of a statement of compliance (**Appendix 3**), the professional profiles indicated in Appendix 1 of the Technical Specifications Document. In particular, it is requested to have at its disposal:
 - Content Manager and Content curators.
 - Multimedia graphic producers.
 - A/B testers.
 - Search Engine Optimisation (SEO) and App Store Optimisation (ASO) specialist.
 - Marketing Specialist.
 - User Research, UX and UI Specialist.
 - Digital analysts.
 - Customer service technicians.
 - Traffic Managers.
 - Social and Paid Media Manager.
 - Support technicians.
 - Development technicians.

Integration of solvency with external means:

The bidding companies may resort to the capacities of other entities for the performance 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 performance of the contract they will effectively have the necessary resources by submitting the written commitment of the aforementioned entities to such effect. Under the same conditions, the Temporary Joint Ventures (UTE in Spain) can resort to the capacities of the participants in the Joint Venture or in other entities.

While the contract is in force, CCMA, S.A. may, at any time, request from the successful bidder the documents proving the continued validity of the data about economic and financial solvency, as well as technical and professional solvency. The non-substantiation of solvency by the successful bidder will 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 sense, Order VEH/172/2017, of the 25th of 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 Procurement Services Platform).

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 using the Digital Envelope.

Once they access the Digital Envelope web tool through this link, the bidding companies will have to complete a form to register on the tool and they will receive a message at the email address(es) indicated on this registration form, to activate the bid.

The email 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 provided in their European Single Procurement Document (ESPD) to receive notices of notifications and communications through the **e-NOTUM**.

The 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 a digital certificate of advanced electronic signature based on a qualified or recognised electronic signature certificate issued or accepted by the AOC Consortium. The signing of the bid summary in PDF implies the signing of all the documents that comprise it.

The submission 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 the bidding companies are the ones that safeguard the codes with which the decryption process of the presented proposals can be initiated. It is necessary to take into account

the importance of correctly safeguarding this or these code(s) (they can be the same for all the envelopes or different for each one of them), since only the bidding companies have it/them (the Digital Envelope tool does not save or remember the passwords entered) and are essential for the decryption of the bids and, therefore, to access 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. Once the bid has been submitted, the documents 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)

You can find both the support material on how to prepare a bid using the Digital Envelope tool, as well as the technical specifications necessary for the electronic submission of bids 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.

Pursuant to 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, first by transmitting the electronic fingerprint of the bid documentation within the deadline for submitting bids. Upon receipt, the submission will be considered completed for all purposes, and then by sending the bid documentation itself within a maximum period of 24 hours. If this second submission is not made within 24 hours, the bid will be considered to have been withdrawn.

If this option is used, it must be taken into account that the documentation sent in this second phase must fully coincide with the documentation sent using the digital fingerprint, therefore, no modification can be made of the electronic files that make up the documentation that was provided for the bid. It is worth mentioning the importance of not manipulating these files (or, for example, making copies, even if their content is identical) in order not to change their electronic fingerprint, which is the one that will be checked to make sure that the documents of the bids sent in the two phases match.

The bids submitted must be free of computer viruses and any type of harmful programme or code, since in no case can documents infected with a virus be opened with the corporate tools of the Government of Catalonia (Generalitat de Catalunya). It is the obligation of the bidding companies to scan the documents using an antivirus and, in the case that their bid documents are received with viruses, it will be their responsibility that the Administration does not access their content.

In the event that any document presented by the bidding companies is damaged, blank or illegible or infected by a computer virus, the Contracting Award Committee will assess, depending on which documentation is affected, the legal consequences regarding the participation of this company in the process, which must be derived from the impossibility of accessing the content of any of the bid documents. In the case of essential documents essential for the knowledge or evaluation of the bid, the Committee may agree to exclude the company.

9.2. In accordance with the Fifteenth Additional Provision of the LCSP, the processing of this bid involves the sending of notifications and communications derived from it via electronic, computer and telematic means.

Communications and notifications made during the contracting process and for the duration of the contract will be made by electronic means through the e-NOTUM notification system, in accordance with the LCSP and Law 39/2015, of the 1st of October, of the Common Administrative Procedure of Public Administrations. Notifications of the availability of notices and communications will be sent to the email addresses and mobile phones that the bidder has indicated for this purpose, from which time the company will be able to access said notification.

The deadlines to be counted from the notification will be calculated as of the date of notification, 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 calculated from the date of receipt of the notification by the interested party.

To receive all the information related to this tender, the companies wishing to and, in any case, the interested bidders, must subscribe as interested parties through the subscription service to the news of the virtual bidding space that is made available for this purpose at the address of the contractor of the contracting authority. This subscription will allow immediate notifications to be received at the email addresses of the subscribed 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 process of this contract will be made through publication on the contractor's profile, regulated in Article 347 of the LCSP.

The publication on the profile of the contractor leaves a reliable record of the authenticity, integrity and date and time of the publication.

9.3. Bidders will have to submit their proposals before **13:00 on the 23rd of May, 2023**

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

The proposals will be secret and their presentation entails the unconditional acceptance by the bidding company of the content of this specification document and of each and every one of the documents that are part of the contracting process.

Those interested in the bidding process 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 notice board, located in the contractor profile of CCMA, S.A.:

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

The interested companies can make inquiries to CCMA, S.A. until the **17th of May , 2023**

CCMA, S.A. can 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 functioning of the process 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.

The information that is not found within its corresponding section will not be valued by the Contracting Award Committee.

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

9.4. Content of the envelopes:

1.- Content of Envelope A: General documentation

- a) European Single Procurement Document (**ESPD**) as attached as an Appendix to this document.

In the case of companies participating in the tender with the commitment to create a Temporary Joint Venture if they are awarded the contract, each one must prove their identity, capacity and solvency, and present a separate ESPD. In addition to the ESPD, they must provide a document stating the commitment to formally create a temporary joint venture in the case they are awarded the contract.

- b) Certificate of attendance at the informative meeting of the tender.
- c) Statement of compliance in accordance with the form in **Appendix 11** indicating whether the company has 50 or more employees.
- 1) Certificate of compliance with the requirement that at least 2 percent 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, regulating alternative compliance on an exceptional basis of the reserve quota in favour of employees with disabilities.
 - 2) Declaration of having an equality plan pursuant to the provisions of Article 45 of Organic Law 3/2007, of 22 March, for the Equality between Women and Men.

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

TECHNICAL INFORMATION:

As a prerequisite for evaluating the subjective criteria and as technical information on the minimum functionalities of the OTT and its integration, the bidder is requested to carry out a technical verification test **that will in no case be scored:**

The bidders will have to provide the following documentation:

- Appendix 4 Information about video, audio, metadata and subtitles assets.
- Appendix 5 Verification of mandatory minimum functionalities.
- Appendix 6 Technical requirements.
- Appendix 7 Contact person.

Once the documentation has been reviewed, the bidders will be summoned to a session that will last a maximum of one working day, where the following verifications and tests will be carried out:

1) Verification of the minimum functionalities of the OTT solution:

The bidding company will carry out an "in situ" demonstration of all the minimum requirements detailed in **Appendix 5** of the specific administrative tender specifications. If it is necessary to obtain any kind of specific requirement from CCMA, S.A., in order to perform the demonstration, the latter must be informed at least 72 hours before the date of the session.

2) Verification of the technical integration test:

The bidding company will make an "in situ" demonstration of the technical integration test detailed below.

Appendix 4 to the specific administrative tender specifications (Information on video, audio, metadata and subtitles assets for the technical integration test) describes where the following information can be downloaded:

1. 5 video assets in mp4 format (3 in High Definition (HD) 16:9, 1 in High Definition (HD) 9:16, 1 in Ultra High Definition (UHD). Multiple audios will also be delivered in 1 of the videos)
2. 5 audio assets in mp3 format
3. Metadata associated with each of the assets in json and xml format
4. Subtitle files (in some cases multilanguage) in WEBVTT, EBU TTD and TTAF format for each of the video assets in High Definition (HD) format

Using the contents of CCMA, S.A., the bidding company must demonstrate during the on-site test, the following:

- The assets and their associated metadata within the CMS/MAM of the bidding company. All delivered meta-information must be locatable on the CMS/MAM together with the video and audio sites.
- A player/viewer that reproduces the 10 contents delivered. The contents must be reproduced in adaptive format (HLS and DASH) and through a CDN.
- 2 midrolls will have to be played at minute 7 or 25% of the duration of a video asset and an audio asset of those delivered by CCMA, S.A.. This midroll must be provided from an ad manager.

All these technologies and solutions shall be the ones the bidding company proposed in its proposal documentation for this service. Technical solutions that are not in the bidder's proposal will not be accepted.

If the test carried out by the bidders does not exceed the minimum quality thresholds required due to not meeting the minimum technical requirements requested, the proposal will be considered invalid and will be excluded from the process. In the event of exclusion, CCMA, SA, shall provide a reasoned technical report stating the reasons for such exclusion.

ASSESSMENT:

To assess the subjective assessment criteria, the bidders will have to provide the following documentation:

- **Report 1: "General plan of maintenance services"**

Document in which, both for the overall service and for each of the services defined in section 3.2. of the Technical Specifications Document (Scope of maintenance services), it is necessary to detail:

- Start-up schedule of the service and all its services from the moment the service starts
- Description of the equipment for each subservice.
- Methodology and organisation of the teams.
- Follow-up: proposal of Key Performance Indicators (KPIs) and reports:
- Follow-up: proposal of meetings and communication.

- **Report 2: "End-of-service transfer plan to CCMA, S.A. or another provider: methodology and deliverables"**

Document detailing the transfer plan proposed by the bidding company in case of termination of the contract.

- **Report 3: "Optimisation of the phase schedule"**

The bidder must make a proposal to optimise the phase schedule described in section 3.1.1. of the Technical Specifications Document (Implementation of the platform in phases). detailed by phases and by concepts. Within the report, the bidder company must include a responsible statement with the commitment to execute the optimized schedule.

- **Report 4: "Security"**

The bidder must document its security procedures for the following points:

- User(s) information security
- Security of the content hosted on the platform
- Security of data hosted on the platform
- Detection and mitigation of Distributed Denial-of-Service (DDoS) attacks on the platform (Blocking IPs, rate limiting, Web Application Firewall (WAF), etc.)

- **Report 5: "User onboarding, retention and loyalty strategy proposal"**

- **Report 6: Creatives "UI design of the OTT service home page, the live page and a video cut page "**

The bidder can present the proposal in graphic file format (JPEG) or in a link to an online User Interface (UI) prototype.

Proposal submission format:

The maximum total length of the content of the reports (Creatives are separate) is 45 pages, written on one side, Arial font, size 11 points and single line spacing. The cover, index, separators, annexes and back cover will not be included in the 45 pages.

The length of each report is indicated in the evaluation section of clause 11 of this document.

The proposal must follow the content structure presented above. In the event that the number of pages of the proposal exceeds the maximum limit indicated above, only said maximum number of pages will be evaluated, counted from the beginning of the document.

If there are links with additional information and they are not included in the documents, and they exceed the maximum length allowed for each document, the linked external documents will not be evaluated.

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

a) Financial bid:

The amount of the financial bid will be adapted to the model **in Appendix 8**.

Taxes and expenses of any kind that are levied on the rendering of the service will be understood to be included for all purposes, except VAT which will be detailed separately.

Bids with 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 evaluation criteria:

Bidders will present their proposal according to the model in **Appendix 9**.

All the sections subject to automatic quantifiable assessment will have to be substantiated. To do this, the following can be provided:

- Certificates issued by client companies and clients that have these specific functionalities.

Or otherwise:

- Links to the services with a "test" user code for verification. In the event that the links cannot be provided, a statement of compliance by the bidding company or supporting technical documentation will be necessary.

9.5. Opening of bids

The act of opening the bids will be carried out electronically in all its phases and, therefore, will not be held in public.

TEN.- CONTRACTING AWARD COMMITTEE

The members of the Contracting Award Committee for this tender process are the following:

- Chair: Ignasi Jaén Viñuales, Legal Services Management
- Member: Cristina Villà Font, Innovation, Research and Digital Strategy Management
- Member: Natàlia Prats Buendia, Digital and Technological Infrastructures Management
- Member: Paco Sánchez Jiménez, Head of Systems and Communications
- Member: Teresa Farré Lladó, Financial and Economic Management
- Secretary: Iván Delgado Abad, Purchasing Management
- Substitute: Francesc Josep González González, Digital Assets area
- Substitute: Eva Carretero Ors, Legal Services
- Substitute: Marta Escudé Fornés, Purchasing Department

The Contracting Award Committee will assess 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 any defects in the documentation contained in Envelope A have been rectified, the Committee will evaluate it and determine the companies admitted to the tender and those excluded, if any along with the grounds for the exclusion.

ELEVEN.- EVALUATION OF THE PROPOSALS

After having evaluated the general documentation, the Committee will select the bidder who generally makes the best proposal based on the value for money (quality/price), taking into account the following assessment criteria:

ASSESSMENT CRITERIA	SCORE
Financial bid	Up to 21 points
Other automatically quantifiable evaluation criteria	Up to 30 points
Subjective assessment criteria	Up to 49 points

11.1. Evaluation of the bids:

A) Evaluation of the financial bid (Up to 21 points):

1) Price subject to Evaluation :

The bidder must break it down by item and by year as specified in **Appendix 8**.

To assess the objective criteria of the total unreserved financial bid, the following formula will be applied:

$$P_v = \left[1 - \left(\frac{O_v - O_m}{IL} \right) \times \left(\frac{1}{VP} \right) \right] \times P$$

P_v = score

O_v = bid to evaluate

O_m = best bid

IL = tender amount

P = economic criteria points

VP = weighted value = 4

- In the event that a bidder leaves the financial bid blank, the Contracting Award Committee will understand that the bid price is the maximum amount of the tender.

2) Prices not subject to evaluation:

The bidder must indicate the prices and percentages of each section that will not be scored, but will be applicable for the duration of the contract (**Appendix 8**).

a) The bidder must indicate the prices that will apply for the following concepts:

- Unit price per GB
- Price per minute entry of HD content
- Price per minute entry of HD content
- Price per extra video channel
- Price per extra audio channel
- GB unit price of aggregate traffic served by web
- (GB) unit price of aggregate traffic served by media

b) Platform maintenance service. The bidder will indicate the percentage that each service represents with respect to the annual payment of this item in **Appendix 8**.

B) Evaluation of other automatically quantifiable assessment criteria (Up to 30 points) :

The bidder will present their proposal according to the model n **Appendix 9**.

All sections and functionalities marked with a "YES" by the bidder must be substantiated or certified with documentation or direct links to the OTT service.

- In the event that the bidder substantiates the affirmative answers with certificates, it must be indicated in **Appendix 9** in the column "Link to substantiation" with a link that contains all the supporting documentation.
- In the event that a link to the OTT service marketed by the bidder is placed in **Appendix 9** to prove the functionalities, it will be necessary to provide a username and a temporary password to gain access during the validation process.

All the sections that are answered with a "NO" or are not evidenced or do not have a certificate **will obtain 0 points** even if they are informed with a "YES".

QUANTIFIABLE ASSESSMENT	Max. 30
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B.1	Business social clauses		3.00
	B.1.1 Sustainability policy	YES	1.00
	B.1.2 Equality policy	YES	1.00
	B.1.3 Inclusion policy	YES	1.00
	Features available in the bidder's OTT business solution		27.00
	B.1.4 Chat	YES	1.00
	B.1.5 Content ratings	YES	1.00
	B.1.6 Comments on the content	YES	1.00
	B.1.7 Surveys	YES	1.00
	B.1.8 Existing integration with a CRM	YES	2.00
	B.1.9 Existing integration with games or video games	YES	2.00
	B.1.10 Existing integration with external e-commerce	YES	2.00
	B.1.11 Subscription payment	YES	1.00
	B.1.12 Pay-per-view or pay-per-listen	YES	1.00
	B.1.13 Existing integration with a CRM	YES	1.00
	B.1.14 Voice apps (Amazon Alexa or Google Assistant)	YES	1.00
	B.1.15 Content ingestion platform for third parties	YES	2.00
	B.1.16 Third-party content monetization platform	YES	3.00
	B.1.17 Ultra High Definition (UHD) (4K+High Dynamic Range (HDR)) support (infrastructure and player level)	YES	2.00
	B.1.18 Support of multiple audios in a video (infrastructure and player level)	YES	2.00
	B.1.19 Certification of having 2 different providers for Internet connectivity	YES	1.00
	B.1.20 Content distribution system through multiple Content Delivery Networks (CDNs) with balancing capacity	YES	1.00
	B.1.21 0.5 points for every 500 Megabytes (MB/s) over 1 Gigabyte (GB) of connectivity added to Internet	Max.	2.00

In order to assess section B1.21, the bidder will inform about the fractions of 500 Megabytes (MB/s) over 1 Gigabyte (GB) of connectivity added to Internet. Half a point will be obtained for each fraction up to a maximum of 4 for a maximum of 2 points.

In the rest of the sections, points will be awarded directly once the substantiation has been verified.

C) Assessment of subjective criteria (Up to 49 points):

The following aspects will be evaluated:

▪ **Report 1. "General plan of maintenance services" (Up to 30 points)**

- Start-up schedule of the service and all its services from the moment the service starts. (Up to 2 points)

The proposal for the implementation schedule of all the bidding services will be evaluated, as well as the forecast schedule for the incorporation of all the necessary profiles for the correct performance of all the maintenance services. A proposal that takes into account the learning curve of the environment and tools necessary for each of the services will be evaluated.

The proposal must be presented in the following format: a maximum of 3 pages, Arial 11 and single line spacing.

- Description of the equipment for each service (Up to 7 points)

The suitability of the profiles assigned to all the services will be evaluated, which will have to be detailed.

The proposal must be presented in the following format: a maximum of 10 pages, Arial 11 and single line spacing.

- Methodology and organisation of the teams (Up to 8 points)

The organisation and work methodology proposal of all the necessary teams for the overall service will be evaluated. The proposal must show how the service teams will be organised to ensure compliance with the service level agreements defined in point 5.8 of the Technical Specifications Document (Service agreements and penalties).

The proposal must be presented in the following format: a maximum of 6 pages, Arial 11 and single line spacing.

- Follow-up: proposal of Key Performance Indicators (KPIs) and reports (Up to 8 points)

The suitability of the indicators and the ability to make executive reports and scorecards oriented towards Key Performance Indicators (KPIs) that help analyse the achievement of objectives of the overall service and its services will be evaluated. Indicators of compliance with service agreements will be evaluated, with regard to productivity, staff turnover, errors, Quality Control, as defined in point 5.8. of the Technical Specifications Document (Service Level Agreements).

The proposal must be presented in the following format: a maximum of 10 pages, Arial 11 and single line spacing.

- Follow-up: proposal for meetings and communication (Up to 5 points)

A proposal for meetings and communication channels that allow higher level monitoring of the service and also a more detailed monitoring of all the services, will be evaluated.

The proposal must be presented in the following format: a maximum of 3 pages, Arial 11 and single line spacing.

▪ **Report 2. "End-of-service transfer plan to CCMA, S.A. or another provider: methodology and deliverables" (Up to 2 points)**

An optimal service transfer plan will be evaluated in all its aspects, both at the level of deliverables and knowledge transfer. When making the proposal, the bidder shall take into account the aspects and conditions set forth in clause 7 of the Technical Specifications Document.

The proposal must be presented in the following format: a maximum of 3 pages, Arial 11 and single line spacing.

▪ **Report 3. "Optimisation of the phase schedule" (Up to 3 points)**

The optimisation of the delivery schedule of the components detailed in the phases (section 3.1.1. of the Technical Specifications Document) will be evaluated. For the valuation it will be essential that the company has included in the report a responsible statement with the commitment to execute the optimized calendar.

The proposal must be presented in the following format: a maximum of 3 pages, Arial 11 and single line spacing.

▪ **Report 4. "Security" (Up to 4 points)**

• **User information security (Up to 1 point)**

- It will be evaluated that the documentation and procedures presented guarantee the required security.

The proposal must be submitted in the following format: a maximum of 1 page, Arial 11 and single line spacing.

• **Security of the content hosted on the platform (Up to 1 point)**

- It will be evaluated that the documentation and procedures presented guarantee the required security.

The proposal must be submitted in the following format: a maximum of 1 page, Arial 11 and single line spacing.

• **Security of data hosted on the platform (Up to 1 point)**

- It will be evaluated that the documentation and procedures presented guarantee the required security.

The proposal must be submitted in the following format: a maximum of 1 page, Arial 11 and single line spacing.

• **Detection and mitigation of Distributed Denial-of- Service (DDoS) attacks on the platform (Blocking IPs, rate limiting, Web Application Firewall (WAF), etc.) (Up to 1 point)**

- It will be evaluated that the documentation and procedures presented guarantee detection and planned mitigation plans.

The proposal must be submitted in the following format: a maximum of 1 page, Arial 11 and single line spacing.

- **Report 5. "User onboarding, retention and loyalty strategy proposal" (Up to 2 points)**

<https://www.ccma.cat/premsa/logotips/>

It will be evaluated that the proposal demonstrates a temporary, progressive gamification strategy since the landing of the user in the service until their registration and consented contribution of data.

The proposal must be presented in the following format: a maximum of 3 pages, Arial 11 and single line spacing.

- **Report 6. Creatives: " UI design of the home page of the OTT service, the live page and a video cut page " (Up to 5 points)**

The proposal must be made on the CCMA, S.A. video service logo in force. The logos of CCMA, S.A. brands are available online at <https://www.ccma.cat/premsa/logotips/>. The proposal must be made on three screens: the start of the service, the live channels and a video cut page, on each of the two pages a proposal for SmartTV application must be presented and a proposal for a mobile application.

It will be evaluated whether the structural and visual proposal is in accordance with the standards of video and audio services, but at the same time that the proposal has sufficient personality and is different from the interfaces of the most common OTT services. The visual treatment of the images of the contents to make them attractive and "clickable" will be evaluated.

- **Presentation at the "Session for the presentation and explanation of the service to CCMA, S.A." (Up to 3 points)**

Once the documentation submitted by the bidders has been reviewed, CCMA, S.A. will summon the companies to make a presentation and defend their service proposal that will allow CCMA, S.A. to complete the evaluation of the documentation submitted.

The presentation must be made by the person that the bidder proposes as the manager of the service, which will appear in **Appendix 7. This presentation will serve to evaluate the person in charge of the service.**

The presentation will take place at the CCMA, S.A. facilities.

The profile of the person responsible for the service, the conceptual and technical expertise of audiovisual consumption platforms and of the OTT commercial solution of the bidding company, the ability to resolve doubts during the presentation and the ability to adapt the register and vocabulary to the interlocutor, will be evaluated.

Minimum score:

The bidding companies that do not obtain a score of **at least 25 points** in the subjective assessment will be excluded from the process.

Assessment of the proposals:

The proposals will be evaluated from best to worst based on their characteristics, their greater suitability for the achievement of the purpose of the contract and their comparison with the rest of the bids.

Bids shall be assigned a score between 0 and 10 and shall be awarded the points corresponding to their weighting according to the formula:

$$P = N \cdot (Ov/10)$$

where **P** is the score to be obtained, **N** is the maximum score for the criteria, **Ov** is the score between **0** and **10** assigned to the bid being scored, and **10** is the maximum score.

Evaluation in the case 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 employees with disabilities or in a situation of social exclusion in the workforce of each of the companies, prioritising, in the case of equal percentage, the largest number of permanent employees with disabilities in the workforce, or the largest number of employees in inclusion in the workforce.
- b) The proposal of the company with the lower 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 workforce of each of the companies.
- d) The drawing of lots, in the event that the application of the above criteria has not resolved the tie.

11.2. Bids with abnormal or disproportionate values:

In relation to the criteria of the financial bid, when an bid is less than 20% of the average of the bids presented, and in accordance with the provisions of Article 149 of the LCSP, the Contracting Award Committee will consider that this proposal cannot be fulfilled as a consequence of the inclusion of abnormal or disproportionate values.

In this case, the Contracting Award 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 after the notification. In view of that report and the one that will be prepared by the technical services of CCMA, S.A., the Contracting Award Committee may declare the bid abnormally low and, therefore, exclude it from the classification.

To assess whether an bid is abnormal or disproportionate, the **total bid price** will be taken as a reference.

Requests for justification will be carried out through the functionality of Digital Envelope tool for this purpose, through which an email will be sent to the address or addresses indicated by the bidding companies on the registration form, with the link to access the location of the tool where the corresponding documentation must be provided.

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

TWELVE.- CANCELLATION AND WITHDRAWAL

The contracting authority may cancel the awarding or the signing 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.

It may also cancel the process, before the formalisation of the contract, when an infraction that cannot be corrected is observed of the regulations for preparing the contract or those that regulate the tender process.

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 cancellation of the awarding process will be published on the electronic platform for public procurement of the Government of Catalonia (Generalitat de Catalunya).

THIRTEEN.- AWARD OF THE CONTRACT

After the assessment by the Committee, the contracting Authority will award the contract within a maximum period of 60 days after the proposals are opened.

During this period, CCMA, S.A. may request the bidding companies for any additional information and clarifications it deems appropriate.

If the contract is not awarded within the aforementioned period, the bidders will have the right to withdraw their proposal.

FOURTEEN.- DOCUMENTATION PRIOR TO THE SIGNING OF THE CONTRACT

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

This communication 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 notice is received:

A) Companies not registered in the Electronic Register of Bidding Companies of the Government of Catalonia (Generalitat de Catalunya (RELI)) or in the Official Register of Bidders and Classified Companies of the Public Sector (ROLECE)

- a) Proof of the capacity to act and the legal personality of the bidder.
- b) Proof of economic and financial solvency.

- c) Proof of technical and professional solvency.
- d) Certificate from the Tax Authorities 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 after the date of notification of the award proposal sent by CCMA, S.A..
- e) Certificate from the Social Security Treasury that they are up to date with Social Security obligations. The date of the certificate must be after the date of notification of the award proposal sent by CCMA, S.A..
- f) Tax on Economic Activities (IAE). The bidder proposed as the successful bidder must present the tax registration document relating to the current year in the category corresponding to the purpose of the contract, the last tax receipt or, where appropriate, document or statement of compliance substantiating that the bidder falls within one of the legal cases of tax exemption.
- g) Statement of compliance by the successful bidder indicating the location of the servers and from where the services associated with them will be provided. The statement will be made according to the form in **Appendix 10**.

B) Companies registered in the Electronic Register of Bidding Companies of the Government of Catalonia (Generalitat de Catalunya (RELI)) or in the Official Register of Bidders 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) Statement of compliance substantiating the validity of the data registered in the registry and the summary sheet of the registry.
- b) Proof of technical and professional solvency.
- c) Statement of compliance by the successful bidder indicating the location of the servers and from where the services associated with them will be provided. The statement will be made according to the form in **Appendix 10**.

The provision of documents will be carried out through the functionality of the Digital Envelope tool for this purpose, through which an email will be sent to the address or addresses indicated by the bidding companies on the registration form, with the link to access the location of the tool where the corresponding documentation must be provided.

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

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

FIFTEEN.- FORMALISATION OF THE CONTRACT

The award of the contract will 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. will make the payments by bank transfer to the account indicated by the successful bidder, on the 30th of the month, once 30 days have elapsed since the date of the invoice. The invoice must be dated, at the earliest, the 30th day of the month in which the services have been provided / the supply has been made and must be received by CCMA, S.A. before the 5th day of the month after the date on the invoice. This invoice must be issued electronically and delivered to CCMA, S.A. via the entry point of the Open Administration of Catalonia, and it must include the order number or the contract number which should appear in the footer.

The obligation to present the electronic invoice shall not apply to those persons and cases in which the regulatory regulations exempt them from this obligation.

The monthly invoice contemplates up to 6 main items. VAT will be added.

- **INVOICING OF THE AGREED BUDGET NOT RESERVED:**

Item 1: Design, implementation and exploitation of the platform

The successful bidder's annual prices will be distributed in 12 equal monthly payments.

Item 2: Platform licence (with maintenance)

The successful bidder's annual prices will be distributed in 12 equal monthly payments.

Item 3: Operation costs associated with volumetrics

3A. Storage. The monthly price will vary according to the actual volumetrics and the price per GB agreed by the bidder. If the actual volumetrics is higher than that provided for in section A3.1 of Appendix 3 of the PTT, exceeding the economic total in the five years of the item, this will be considered as an extra to be invoiced separately.

3B. On-demand encoding. The monthly price will vary according to the actual volumetrics and the price per output minute agreed by the bidder. If the actual volumetrics is higher than that provided for in section A3.3 of Appendix 3 of the PTT, exceeding the economic total in the five years of the item, this will be considered as an extra to be invoiced separately. The first year will only be 6 months.

3C. Live encoding. The successful bidder's annual prices will be distributed in 12 equal monthly payments. If more channels are requested than those foreseen under section A3.3 of Appendix 3 of the PTT, this will be considered as an extra to be invoiced separately according to the price per channel agreed by the bidder. The first year will only be 6 months.



3D. CDN Web. The monthly price will vary according to the real volumetrics and the price per unit of aggregate traffic served by web agreed by the bidder. If the actual volumetrics is higher than that provided for in section A3.2 of Appendix 3 of the PTT, exceeding the economic total in the five years of the item, this will be considered as an extra to be invoiced separately. The first year will only be 6 months.

3E. CDN Media. The monthly price will vary according to the average aggregate traffic price per unit agreed by the bidder. If the actual volumetrics is higher than that provided for in section A3.2 of Appendix 3 of the PTT, exceeding the economic total in the five years of the item, this will be considered as an extra to be invoiced separately. The first year will only be 6 months.

These variable item costs depending on consumption must be validated by CCMA, S.A. before invoicing.

Item 4: Maintenance service costs (except reserved budget)

The monthly invoicing of the maintenance services item must be accompanied by the breakdown of the cost of each of the services described in clause 3.2 "Scope of platform maintenance services" of the Technical Specifications Document.

The monthly invoicing will be variable depending on the volume of work devoted to the service. The sum of these monthly instalments cannot be greater in a period than the price of the corresponding annual amount for the maintenance services determined by the successful bidder in the financial bid according to **Appendix 8**.

These variable item costs depending on dedication must be validated by CCMA, S.A. before invoicing.

- **INVOICING OF THE RESERVED BUDGET**

Item 5: Maintenance costs: Reserve for activation

CCMA, S.A. will pay the successful bidder the amount for the service performed and substantiated for this item according to the requirement described in point 3.2.12 "Activation service" of the Point-to-Point Tunnelling Protocol (PPTP).

Item 6: Ancillary services: Reserve for new orders

CCAM, S.A. will only pay for ancillary services previously ordered and to be invoiced by the successful bidder once the requested service has been rendered.

- **PENALTIES**

In the case of penalties, these will be deducted from the monthly payment of the corresponding item, pursuant to the provisions of section 5.8. (Service agreements and penalties), of the Technical Specifications Document.

- MONTHLY INVOICING OF CCMA, S.A. TO THE SUCCESSFUL BIDDER

If the successful bidder installs a "rack" of servers at the CCMA, S.A. facilities in Sant Joan Despí, CCMA, S.A. will invoice for a monthly rental service of €558 plus VAT, for space, air conditioning and electricity consumption to be deducted from the monthly invoicing. Maintenance and supervision will be the responsibility of the successful bidder. Any other new additional resource provided by CCMA, S.A. will require an assessment and approval by both parties, which would be associated with a new invoicing.

SEVENTEEN.- OBLIGATIONS OF THE CONTRACTOR

The contractor will be responsible for the quality of the services performed as well as for the consequences that may arise for CCMA, S.A. or for third parties due to omissions, errors, inappropriate methods or incorrect conclusions in the fulfilment of the contract.

The contractor will fulfil the contract assuming all risks and will undertake to compensate the damages and losses caused to third parties resulting from the operations required by the fulfilment of the contract.

Other obligations:

a) Labour obligations:

- The bidding company undertakes, in the fulfilment of the contract to comply with the applicable obligations in environmental, social and labour matters established by European Union law, national law, collective bargaining agreements or the provisions of international environmental, social and labour legislation binding on the State and, in particular, those established in Appendix V of the Law on Public Procurement Contracts (LCSP).

It also undertakes to comply with the provisions in force regarding the social integration of people with disabilities and fiscal matters.

- The successful bidding company undertakes to comply with the salary conditions of the workers in accordance with the applicable sectoral collective bargaining 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 bargaining agreement. The same procedure will be followed for the rest of the professionals allocated to the service to whom the previously mentioned agreement does not apply.

If non-compliance with the current sectoral collective bargaining agreements were confirmed, pursuant to the provisions of Article 201 of the Law on Public Procurement Contracts (LCSP) and, especially, repeated breaches or delays in the payment of salaries or the application of salary conditions lower than those derived from the collective bargaining agreements that is serious and fraudulent, it will lead to the termination of the contract.

- The successful bidding company must promote working conditions that prevent the commission of offences and other behaviours against sexual freedom and moral integrity at work, with particular emphasis on sexual harassment and harassment based on gender, including those perpetrated in the digital sphere.

The successful bidding company must have a protocol in place for the prevention of sexual and gender-based harassment. If it does not have its own protocol, the successful bidding company will adopt the CCMA, S.A. protocol as its own, and must notify its application to the personnel allocated to the service to be rendered under this contract.

- The successful bidding company will select and allocate the necessary personnel to meet its obligations. Said personnel will be under the exclusive control and direction of the contractor, therefore, it will have all the rights and duties inherent to its status as an employer and must comply with the current provisions on labour matters, occupational risk prevention and Social Security regarding its own personnel under its responsibility.

The successful bidding company will ensure the stability of the work team, and that variations in its composition are punctual and are caused by justified reasons, in order not to alter the proper functioning of the service, informing CCMA, S.A. thereof at all times.

- In relation to the employees allocated to the fulfilment of this contract, the contracting company assumes the obligation to exercise in a real, effective and continuous way, the power of supervision and management inherent to every employer. In particular, it will assume the negotiation and payment of salaries, the allocation of the different services to be provided, as well as establishing working hours and shifts, the granting of permits, licences and holidays, the substitution of employees in cases of leave of absence, the legal obligations regarding 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 arising from the contractual relationship between employee and employer.
- The contractor will exclusively be in charge of controlling the presence and recording the hours of its personnel allocated to carry out this contract.
- The contractor must ensure that the employees are clearly differentiated from CCMA, S.A. personnel through uniforms, identification, badges, credentials and any other distinguishing means, and the contractor's personnel are not allowed to use CCMA, S.A. anagrams or logos in their clothing, cars, and production material in general.
- The contractor must label the spaces and its 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 the employees, to maintain the technological and professional knowledge up to date during the performance of the contract.
- The contractor will be responsible for the supervision and monitoring of the employee's work, as well as their correct training for the tasks to be carried out in the performance of the service contract. The employees of the successful bidder will only receive orders from the hierarchical superiors of their company, as they are not allowed to follow work orders issued directly by people linked to CCMA, S.A..
- The successful bidder undertakes to ensure the proper rendering of this service to prevent the consideration of the existence of an illegal transfer of any of the employees assigned to the service.

- The contractor will designate a general service coordinator who will be responsible for maintaining the link with the person responsible at CCMA, S.A., and determining the organisation, adequacy and operation of the contracted service, as well as directing its performance and the activities of the personnel. All communication related to the performance of the service will be carried out exclusively between this coordinator and the spokesperson designated by CCMA, S.A..
- The successful bidder will undertake to comply with the Occupational Risk Prevention Law, its 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 the Prevention of Occupational Risks in matters of coordination of business activities.
- The contractor will 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, regarding the personnel allocated to the performance of this contract.
- Once the awarding of the contract has been notified, 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 regarding the awarded service.
 - Prevention training certificates.
 - Certificates of medically fit for work or waiver of the employees.
 - Certificates of delivery of personal protective equipment, if applicable.

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

If it is a contractor that has already carried out this activity 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 rendering the service, the measures intended to promote equality between men and women.
- c)** The company should, preferably, use Catalan in its communications with CCMA, S.A..
- d)** Confidentiality:

The contractor will be responsible for the confidential handling of the tasks and services carried out, and will also be responsible for ensuring that its employees maintain this confidentiality. The contractor will undertake to use the information received solely and exclusively to carry out the services that are the purpose of the contract.

The documents and data submitted by the bidders may be considered confidential if they include industrial, technical or commercial secrets or intellectual property rights, and when their dissemination to third parties may be contrary to their legitimate commercial interests or harm fair competition between companies of the sector; or, when its handling 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 indicate explicitly and in a justified manner the documents or data provided that they consider confidential. Generic or unjustified declarations of a confidential nature are not accepted.

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, as applicable, after hearing the bidders.

The following are not, in any case, considered confidential: the economic proposal, the data of the European Single Procurement Document (ESPD) that appear in public records, the data of the appendices related to solvency and the data of the technical proposal that the bidder has not considered as confidential in a justified manner.

- e) The contractor may not assign the rights and obligations deriving from this contract to third parties without the express written authorisation of CCMA, S.A..
- f) The bidding company 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 the Guarantee of Digital Rights and detailed 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 with regard to the processing of personal data and the free movement of such data.

The documentation and information that emerges or that is accessed during the execution of the services that are the purpose of this contract and that corresponds to CCMA, S.A., responsible for the handling of personal data, is confidential and may not be subject to total or partial reproduction by any means or media. Therefore, neither computer processing nor editing, nor transmission to third parties outside the strict scope of the direct performance 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 the work procedures.
- That the employees allocated to the performance of the service will be subject exclusively to the supervisory and organisational power of the successful bidder.
- All communications regarding the performance of the service, whether of a technical or labour nature, will be carried out exclusively through the coordinator of its workforce.
- In order to access and render the services within the CCMA, S.A. facilities they must, at all times, be clearly identified as employees of the successful bidder and, where appropriate, wear a suitable uniform.

2) Inventory of all the elements that the successful bidder will contribute from its organisation.

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

- 4) Sufficient identification data (name, surnames, National Identity Card) to handle their access as external personnel for the exclusive purposes of access, in the event that the successful bidder's personnel has to access the CCMA, S.A. facilities, either on specific occasions or continuously.
- 5) If the continuous presence of the successful bidder's personnel is required, accreditation confirming that the location established in the CCMA, S.A. premises 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 will adopt exemplary ethical conduct and will act to avoid corruption in any of its possible forms.
- 2.- In this regard - and apart from those other duties linked to the principles of conduct and 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 particularly undertake the following obligations:
 - a) Notify the contracting body immediately of possible situations of conflict of interest.
 - b) Avoid requesting, directly or indirectly, that a public official or employee influence the award of the contract.
 - c) Avoid offering or providing public officials or employees with personal or material advantages for themselves or for people related to their family or social environment.
 - d) Avoid carrying out any other action that may violate the principles of equal opportunities and free competition.
 - e) Avoid carrying out actions that put the public interest at risk.
 - f) Respect the principles of the free market and competition, and refrain from conducts that have the purpose or may have the effect of preventing, restricting or distorting competition, such as collusive behaviour or fraudulent competition (safeguarding of bids, eliminating bids, market allocation, bid rotation, etc.). Likewise, report any action or conduct aimed at those purposes and related to the tender or with knowledge of the contract.
 - g) Avoid using confidential information earned through the contract, to obtain, directly or indirectly, an advantage or economic benefit in the contractor's own interest.
 - h) Observe the principles, norms and ethical standards of the activities, trades or professions corresponding to the contracted services.
 - i) Collaborate with the contracting authority in the activities carried out to monitor or evaluate contract compliance, 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 the 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 result in the termination of the contract, without prejudice to any other possible consequences provided for in current legislation.

NINETEEN.- SUBCONTRACTING

Regarding the platform design, implementation and exploitation services, the successful bidding company may subcontract 100% of the services of:

- Transcoding
- Storage
- CDN

Regarding the rest of the design, implementation and exploitation services of the platform, the company can subcontract up to 40% of the service, with prior authorisation from CCMA, S.A..

Regarding the Platform maintenance services, the successful bidding company can subcontract the following services:

- Linguistic service: 100%
- Activation service: 100%
- Technical development service: maximum 40%

The remaining maintenance services cannot be subcontracted, which are:

- Content curation service
- Graphic and audiovisual creative generation service
- Search Engine Optimisation (SEO) and App Store Optimisation (ASO) strategy and performance support service
- Promotion, loyalty and business design support service
- A/B testing service
- User experience design, testing and research with users service
- Digital analytics service
- (End) User incident support service
- Commercial advertising maintenance service
- Platform technical support service

The companies subcontracted by the successful bidding company may in no case subcontract all or any part of the subcontracted service.

The subcontractors must guarantee the same service agreements regarding confidentiality, security and data processing that the successful bidding company has agreed with CCMA, S.A..

In any event, the successful bidding company will be responsible for complying with all service level agreements and penalties detailed in the Technical Specifications Document.

The contracting company must notify CCMA, S.A. in writing, 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 aptitude to carry it out by reference to the technical and human elements available to it and its experience, and demonstrating that the subcontractor is not prohibited from contracting.

If the subcontractor company has the appropriate classification to carry out the part of the contract that is the object of the subcontracting, the communication of this circumstance will be sufficient to prove its aptitude.

Even if the subcontracting is agreed, the successful bidder will be considered solely and for all purposes as the sole contractor and will be liable for the performance of the contract. If the liability arises from the provision of subcontracted services, the successful bidder will be answerable 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 and 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 for any reason.

TWENTY.- DATA PROTECTION

In accordance with the regulations on the protection of personal data, CCMA S.A., as the data controller, informs the contractor and its staff that the personal data they provide for the execution and fulfilment of the contractual relationship is collected to manage and maintain the established commercial relationship. The data provided will be kept while the contractual relationship that binds both parties is maintained, and once it ends, they will be kept for the legally established time. The data will not be transferred to third parties without the prior consent of the other party, with the exception of those transfers that are necessary to comply with legal or contractual obligations.

The interested parties may exercise their rights of access, rectification, cancellation, opposition, limitation and portability regarding the processing of their data by contacting protecciodedades@ccma.cat by email.

If you believe that your rights have not been adequately dealt with, you will have the right to file a claim with the Catalan Data Protection Authority.

CCMA, S.A. will enable the successful bidder, who will act as data processor, to handle the personal data on its own account to render the services described in this contract.

The data processing will consist of the consultation, organisation, collection, registration, use and conservation of personal data to perform the following services:

- Develop and maintain the OTT platform
- Safeguard the data and information provided by CCMA, S.A.
- Process the information provided by CCMA, S.A.

For the performance of the services arising from the contract, CCMA, S.A., as data controller, will make the following information available to the successful bidder, as data processor

- Identification registration data and behaviour data of the users of the platform

CCMA, S.A. will provide safe access to the successful bidder as established in the Technical Specifications Document. It will be the responsibility of the contractor to guarantee the security and confidentiality of said access and to follow the security protocols established by CCMA, S.A. at all times.

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

The data processor and all its staff undertake to:

- a) Use the data subject to processing, or the data 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 data controller of CCMA, S.A..

If the data processor considers that any of the instructions violates 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 processing of personal data and the free movement of such data repealing Directive 95/46/EC (hereinafter, GDPR), the data processor must immediately inform the data controller.

- c) Include the processing carried out in the performance of this order in the Registry of the categories of processing activities carried out on behalf of the data controller of CCMA, S.A., with the content of Article 30.2 of the General Data Protection Regulation (GDPR):
 - 1. The name, surnames and contact details of the data controller and the data processor, and of the data protection officer.
 - 2. The categories of processing carried out by the data processor.
 - 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 the second subparagraph of Article 49(1) of the GDPR, documentation of appropriate safeguards.
 - 4. A general description of the technical and organisational security measures relating to:
 - Pseudonymization 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 frequent 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) Avoid communicating the data to third parties, unless with express authorisation of the data controller, in the legally admissible cases. (*The successful bidder*) may communicate the data to other contractors, data processors of the same 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 the data must be communicated, the data to be communicated and the security measures that must be applied to proceed with the communication.

If the contractor company transfers data to a third country or to an international organisation, by virtue of the Union Law or of the Member States that is applicable, it will inform the person responsible of this legal requirement in advance, unless such law prohibits it because of significant reasons of public interest.

- e) Maintain the duty of secrecy regarding the data to which it has had access by virtue of this order, even after the conclusion of such order.
- 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, about which it is necessary to inform these authorised persons properly.
- g) Ensure that the documentation demonstrating the obligation established in the previous section is fulfilled is made available to the data controller.
- h) Guarantee the necessary training in data protection for the persons authorised to process the data.
- i) In relation to the exercise of the following rights:
 - 1. Access
 - 2. Rectification
 - 3. Suppredeletionssion
 - 4. Limitation 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 before the data processor, the latter must communicate it by email to the address dpd@ccma.cat . The communication must be made immediately and in no case later than a 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) Right to information:

The data processor, at the time of collecting the data, must ensure that the data controller informs about the data processing that will 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 will inform the data controller, within a period not exceeding 24 hours and via email, of security breaches of the data under his/her responsibility of which he/she is aware, together with all the relevant information to document and report 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 data subjects 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 breach of data security, including, when applicable, 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 offence (serious or minor) subject to the sanctioning regime provided for in Title IX of the LOPDGDD.

- l) Assess, together with the data controller, whether or not to carry out the data protection impact assessment.
- m) Assess, together with the data controller, whether or not it is appropriate to carry out the prior consultation with the Catalan Data Protection Authority (APDCAT).
- n) Ensure that the data controller has access to all the information necessary to demonstrate that he/she complies with the obligations, as well as to allow and contribute to the performance of audits or inspections carried out by the person responsible or another auditor authorised by the person responsible.
- o) Implement the medium-level security measures provided for in Royal Decree 311/2022, of 3 May, regulating the National Security Scheme in the field of electronic administration (ENS). Also apply all appropriate technical and organisational measures to guarantee a level of security appropriate to the risk which includes the following:
 - a) Pseudonymization 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.

Where the data protection impact assessment has been carried out, resulting in specific measures, or the data processor has adhered to a code of conduct or certification mechanism to demonstrate compliance with the security requirements regarding data protection (indicate the code of conduct, seal, certification or standard where the applicable measures are defined), these measures must be applied.

The person must also adopt all those other measures that, considering the set of processes carried 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 communicate his/her 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 conservation of the data is required under the cases provided for in the LOPDGDD.

r) Subcontracting

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

The subcontractors in charge, to whom the obligations of this section apply as well as the medium-level security measures provided for in Royal Decree 311/2022, of 3r May, which regulates the National Security Scheme in the field of electronic administration (ENS), are accountable only to the main data processor in charge who will assume full responsibility for the performance of the order.

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

The data controller has to:

- Deliver the data referred to in this clause to the data processor.
- 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, before and throughout the processing, that the data processor complies with the GDPR.
- Supervise the processing, including the performance of inspections and audits.

TWENTY-ONE.- DOCUMENTATION OF A CONTRACTUAL NATURE

This document of administrative and technical clauses that govern this tender are contractual in nature.

The submission of bids entails the unconditional acceptance of the clauses of this document and the statement of compliance that each and every one of the conditions required to contract with CCMA, S.A. are met.

The proposals submitted by the bidders will 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 in accordance with the provisions of Articles 203 to 207 of the Law on Public Procurement Contracts (LCSP).

Unforeseen modifications:

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

Any modifications of the contract will be formalised in writing.

TWENTY-THREE.- TERMINATION

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

In particular, the following will be considered reasons for terminating the contract:

- a) Non-compliance with the main obligations of the contract and with the rest of the essential obligations, provided they have been classified as such in the documents.
- b) The lack of sufficient quality in the performance of the planned activities that these frustrate the achievement of the objective of this contract.
- c) The death or supervening incapacity of the individual contractor or the extinction of the legal personality of the contracting company.
- d) The filing for 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 rendering the service or of carrying out the performance in the initially agreed terms and when it is not possible to modify the contract.
- h) The non-payment, during the performance of the contract, of salaries by the successful bidder to the employees involved 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 allocated to the service, or breach of the conditions established in the collective bargaining agreements in force for these employees also during the performance of the contract.
- i) The contract will be automatically terminated when the awarded amount is fully reached.
- 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 the contract by the LCSP.

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

CCMA, S.A. will not be obligated to indemnify for any reason, in the event that the termination of the contract is attributable to the successful bidder.

TWENTY-FOUR.- APPEALS

Regarding this contract and the acts provided for in the LCSP, the special appeal in contracting matters will apply under the terms provided in Article 44 et seq. of this law.

TWENTY-FIVE.- INVALIDITY

This contract is subject to the invalidity regime provided for in Articles 38 to 43 of the LCSP.

TWENTY-SIX.- JURISDICTION

The contentious-administrative courts shall have jurisdiction to settle disputes that arise between the parties in relation to the preparation, award and modifications of the contract, 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 tender.

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

The parties expressly submit themselves to the jurisdiction of the Courts of the city of Barcelona, expressly waiving any other jurisdiction to which they may be entitled.

In Sant Joan Despí, April 2023

APPENDIX 1

TECHNICAL SOLVENCY. LIST OF THE MAIN SERVICES PERFORMED

Mr. / Ms. as legal representative of the company
....., domiciled in the
city of, street, No.
....., with Company Tax Identification Number (TIN) No.
.....

STATES that:

The list of the main services similar to the purpose of the tender is:

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

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

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

And for the record, before Corporació Catalana de Mitjans Audiovisuals, S.A., in order to participate in public tender No. **2304OB01 "CONTRACTING OF THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF A PLATFORM OF AUDIOVISUAL AND TRANSMEDIA CONTENTS FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A."**, signs this statement.

Signature and stamp of the company.

In, on the day of of 2023

APPENDIX 2

TECHNICAL SOLVENCY. TEST ENVIRONMENT

Mr. / Ms. as legal representative of the company
....., domiciled in the
city of, street, No.
....., with Company Tax Identification Number (TIN) No.
.....

DECLARES, under his/her responsibility:

That the company he/she represents will have, within a maximum period of one month from the beginning of the performance of the service, a test environment with the following devices:

- Web environment from all browsers and operating systems with the greatest market penetration. Microsoft Edge, Chrome, Firefox and Safari on Windows, iOS and Android
- Mobile phones and tablets with the last two versions of iOS and the last three of Android with different screen resolutions
- Samsung Tizen (2017 models and superior ones)
- LG webOS (2017 models and superior ones)
- Android TV
- Fire TV
- Apple TV
- Different TVs with HbbTV service compatible with standard 2.0 and above. Also devices that implement version 1.5 compatible with HTML5
- Environments compatible with Foxxum, Netrange, Xperi or Hisense Vidaa
- Amazon Alexa and Google Assistant voice assistant models
- Plus all the necessary material to carry out the tests

And for the record, before Corporació Catalana de Mitjans Audiovisuals, S.A., in order to participate in public tender No. **2304OB01 "CONTRACTING OF THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF A PLATFORM OF AUDIOVISUAL AND TRANSMEDIA CONTENTS FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A."**, signs this statement.

Signature and stamp of the company.

In, on the day of of 2023

APPENDIX 3

TECHNICAL SOLVENCY. PROFESSIONAL PROFILES

Mr. / Ms. as legal representative of the company
....., domiciled in the
city of, street, No.
....., with Company Tax Identification Number (TIN) No.
.....

DECLARES, under his/her responsibility:

That the company he/she represents will have the following professional profiles available at the beginning of the service:

- Content Manager and Content curators.
- Multimedia graphic producers.
- A/B testers.
- Search Engine Optimisation (SEO) and App Store Optimisation (ASO) specialist.
- Marketing Specialist.
- User Research, UX and UI Specialist.
- Digital analysts.
- Customer service technicians.
- Traffic Managers.
- Social and Paid Media Manager.
- Support technicians.
- Development technicians.

And for the record, before Corporació Catalana de Mitjans Audiovisuals, S.A., in order to participate in public tender No. **23040B01** "**CONTRACTING OF THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF A PLATFORM OF AUDIOVISUAL AND TRANSMEDIA CONTENTS FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A.**", signs this statement.

Signature and stamp of the company.

In, on the day of of 2023

APPENDIX 4

CONTENTS OF ENVELOPE B: TECHNICAL INFORMATION

Information regarding the video, audio, metadata and subtitles assets for the technical integration verification:

- **30 minutes - The power to decide**

Link to video metadata

https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/6178299/dty_video_mm6178299.xml

https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/6178299/dty_video_mm6178299.xml.json

Link to the video

https://mp4-down-high-int.ccma.cat/0/0/MASTER_EL_PODER_DE_DECIDIR_30_MINUTS_UHD.mp4

Links to the subtitles

EBU_TTD

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WEBVTT

<https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/6178299/1664618415319.vtt>

TTAF

<https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/6178299/1664618412484.xml>

- **30 minutes - Animals and company**

Link to video metadata

https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/6197179/dty_video_mm6197179.xml

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Link to the video

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Links to the subtitles

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<https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/6197179/1673572036856.jpg>

<https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/6197179/1673572036967.jpg>

- **As if it was yesterday - Chapter 1036**

Link to video metadata

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Link to the video

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Link to the audio in Catalan

https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/6195797/audio_ca.aac

Link to the audio description

https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/6195797/audio_aud.aac

Links to Keyframes

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<https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/6195797/1672890509830.jpg>

<https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/6195797/1672890510003.jpg>

Links to the Catalan subtitles

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Links to the Spanish subtitles

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Links to the English subtitles

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- **As if it was yesterday - Chapter 1037**

Link to video metadata

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Link to the video

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Links to Keyframes

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Links to the Catalan subtitles

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Links to the Spanish subtitles

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Links to the English subtitles

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WEBVTT

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- **3 TV3 flashbacks**

Link to video metadata

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Links to Keyframes

<https://mp4-down-high-int.ccma.cat/0/0/OTT/VIDEO/5438071/1421853079414.jpg>

- **Headlines of Catalunya Informació 19/01/2023 12:00 p.m.**

Link to the audio metadata

https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/654532/wcr_audio_mm654532.xml

https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/654532/wcr_audio_mm654532.xml.json

Link to the audio

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/654532/1344248582678.mp3>

Links to Keyframes

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/654532/1585051862373.jpg>

- **The morning of Catalunya Ràdio, from 11 a.m. to 12 p.m. - 19/01/2023**

Link to the audio metadata

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8178380/GX8178380.xml>

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8178380/GX8178380.xml.json>

Link to the audio

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8178380/GX8178380.wav>

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8178380/GX8178380.mp3>

- **Catalunya Informació, from 9 a.m. to 10 a.m. - 19/01/2023**

Link to the audio metadata

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8177666/GX8177666.xml>

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8177666/GX8177666.xml.json>

Link to the audio

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8177666/GX8177666.wav>

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8177666/GX8177666.mp3>

- **Every morning around the world, from 9 a.m. to 10 a.m. - 19/01/2023**

Link to the audio metadata

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8177667/GX8177667.xml>

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8177667/GX8177667.xml.json>

Link to the audio

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8177667/GX8177667.wav>

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8177667/GX8177667.mp3>

- **Catalunya Radio | Deposit to reserve at the restaurant**

Link to the audio metadata

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8225182/GX8225182.xml>

<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8225182/GX8225182.xml.json> _

Link to the audio
<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8225182/GX8225182.wav>
<https://mp4-down-high-int.ccma.cat/0/0/OTT/AUDIO/GX8225182/GX8225182.mp3>

And for the record, before Corporació Catalana de Mitjans Audiovisuals, S.A., in order to participate in the public tender of offers No. **2304OB01 “CONTRACTING OF THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF A PLATFORM OF AUDIOVISUAL AND TRANSMEDIA CONTENTS FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A.”**, signs this statement.

Signature and stamp of the company.

In, on the day of..... of 2023

APPENDIX 5

CONTENTS OF ENVELOPE B: TECHNICAL INFORMATION

Verification of the minimum mandatory functionalities of the bidding company's OTT solution

Mr. / Ms. as legal representative of the company
....., domiciled in the
city of, street, No.
....., with Company Tax Identification Number (TIN) No.
.....

STATES that:

The OTT commercial solution of the company that he/she represents has, at the time of submitting a proposal to this tender, all the following mandatory minimum functionalities (defined in Appendix 2 of the Technical Specifications Document):

		CONFIRMED
Client applications	Smart TV: Samsung Tizen (2017 models and superior ones)	
	Mobile apps: Apple (iOS 15 or superior)	
	Mobile apps: Google (Android 11 or superior)	
	Web	
Advertising model	Free Video on Demand (FVOD)	
	With advertising, Advertising-based Video on Demand (AVOD)	
Registration and user authentication	User registration and authentication in all client applications	
Content Management System (CMS)	Comprehensive management of each content asset and publication schedule administration	
	Comprehensive management of content collections and publication programming administration	
	Editorial workflow management	
	Contents, fields and actions according to roles or permissions	
	Content and resource search engine (images)	
	Logical grouping of two or more contents	
	Configuration structure pages of client applications	
	Rights management and geoblocking of assets	
	Live broadcast management	
	Integration tags and SEO actions. SEO tag insertion	
Other functionalities	Player: Basic video (volume, play/pause, autostart, fullscreen, seek)	
	Player: HTML5, iOS, Android, ISO native SmartTV	
	Reproduction live streaming / live broadcasting and on demand / recorded	
	MP4, FILS, MPEG-DASH, CMAF and MP3 support	
	Live DVR support	
	Reproduction of multilingual subtitles for both live broadcasting and recorded broadcasts	
	Analytical tools integration	
	Integration of VAST and VPAID marketing protocols, in all in-stream formats and overlays	
	Commercial integration with Adservers	
	Reproduction of multiple qualities and audios	
	Predictive search engine (autosuggested and autocompleted): by fields and metadata	
	Customisation with content memory, playback points.	

And for the record, before Corporació Catalana de Mitjans Audiovisuals, S.A., in order to participate in the public tender of offers No. **2304OB01 “CONTRACTING OF THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF A PLATFORM OF AUDIOVISUAL AND TRANSMEDIA CONTENTS FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A.”**, signs this statement.

Signature and stamp of the company.

In, on the day of..... of 2023

APPENDIX 6 **CONTENTS OF ENVELOPE B: TECHNICAL INFORMATION**

PROOF OF THE TECHNICAL REQUIREMENTS OF SYSTEMS AND INFRASTRUCTURE

Mr. / Ms. as legal representative of the company
, domiciled in the
 city of, street, No.
, with Company Tax Identification Number (TIN) No.

STATES that:

The company he/she represents brings together the systems and infrastructure necessary to, in the timetable defined in the Technical Specifications Document and in a scalable manner, respond to the following technical requirements (defined in Appendix 3 of the Technical Specifications Document):

			Confirm	Link to proof
STORAGE SYSTEM YES NO				
A3.1	Req. 1	Volumetrics in Terabytes (TB) and annually as defined in A3.1 of the Technical Specifications Document		
		Volumetrics in the number of video and audio files in the Content Management System (CMS) and annually as defined in A3.1 of the Technical Specifications Document		
	Req. 2	Source content format		
		HD: Video 1920x1080 mp4 at 4 Mb and Audio AAC 128 kb 48 kHz / Video 1290x720 mp4 at 2.5 Mb and audio AAC 128 kb 48 kHz		
		UHD/HDR: Video 3840x2160 h265 at 15 Mb and 2 audio channels AAC 128 kb 48 kHz		
		HLS format		
		HD: H264 1920x 1080 at 4 Mb / H264 1280x720 at 2 Mb / H264 1024x576 mp4 1.6 Mb		
		UHD/HLG: H265/HLG 3840x2176 at 15 Mb and 1 audio channel AAC 128 kb 48 kHz		
		DASH format		
		HD: 1920x 1080 mp4 4Mb / 1280x720 mp4 2Mb / 1024x576 mp4 1.6Mb		
		UHD/HLG: H265/HLG 3840x2160 at 15 Mb and 2 audio channels AAC 128 kb 48 kHz		
	Req. 3	High availability and redundancy systems to guarantee access to the contents of the platform 24x7		
	Req. 4	"Disaster recovery" systems and the ability to restore it in case of loss of content		
CONTENT DISTRIBUTION SYSTEM (CDN) YES NO				
A3.2		Acceleration and distribution support of web traffic with HTTP/S		
		Media distribution support with HTTP/S		
		Aggregate traffic volumetrics in Terabytes (TB) for web, Petabytes (PB) for media, with annual frequency according to point A3.2 of the Technical Specifications Document		
		Content management volumetrics in quantity of videos and audios with annual frequency according to point A3.2 of the Technical Specifications Document		
	Req. 1	Ability to absorb twice the indicated load for each year		
	Req. 2	HTTP 1.1 and HTTP 2 protocol, respecting the expected behaviour in the different headers		
	Req. 3	HTTPS support between client and CDN, and CDN and origin. Optionally downgrade protocol		
	Req. 4	Support for HTTPS SNI, between client and CDN, and between CDN and origin		
	Req. 5	Support for HTTPS certificates with wildcards. HTTPS certificates are required to install them in the CDN.		
	Req. 6	CDN service with technical customer service, with 24x7 support to resolve incidents.		
	Req. 7	Real-time monitoring of the service's main performance indicators.		
	Req. 8	Support of content geoblocking at country level with high precision (greater than 95%).		
	Req. 9	Multiple origin support.		
	Req. 10	Origin Shield. Replication or distribution of content between cache servers, maximum 2 servers concurring for the same content		
	Req. 11	Staging CDN with names the same as in reality		
	Req. 12	Stale content. Ability to serve cached content beyond the expiration date in case the origin server does not respond		
	Req. 13	Compliance with HTTP/1.1 content cache rules		

Req. 14	Solutions based on p2p to reduce invoicing or any system that requires the instrumentation of the client for its operation are not accepted.			
Req. 15	To have a configuration and management application that allows the OTT provider to manage the service in a self-sufficient way			
Req. 16	Flexibility in configuring cache rules			
Req. 17	URL manipulation capabilities in the CDN platform (redirect, rewrite)			
Req. 18	Compression of content on delivery to the user, regardless of how it was obtained at the origin.			
Req. 19	Capabilities to configure different origins and define the rules that apply to direct the traffic.			
Req. 20	The management application must cause the changes directly in the platform without the intervention of CDN technicians. Maximum 20 minutes			
Req. 21	Ability to group configurations into "services" in order to be able to prepare reports and statistics (reporting data must have a minimum retention of six months)			
	Traffic volume/time report			
	Hits/time report			
	Response type report (2xx, 3xx, 4xx...)/time			
	Report for user-defined time periods, grouped by "service"			
Req. 22	Delivery of logs with detailed traffic, per hour or day and grouped by "service". W3C or compatible format			
Req. 23	Monitoring that can be parameterized to configure and receive alerts in case of failure of any element or exceeding of any threshold set up			
Req. 24	Validation of the invoicing and management information calculation process			
	Detailed and documented with data sources			
	It must be possible to tie in the invoicing information, reports and logs. The procedure must be detailed and documented.			
Req. 25	Ability to execute (lightweight) code on request to give a conditioned response to the result of the execution			
	Web cache functionality			
Req. 26	The service must work as a cache, or reverse proxy, originating from the OTT provider's servers			
Req. 27	Fixed expiration rules for the content. At least by extension and path, and file name			
Req. 28	URL query string to differentiate or ignore contents in cache rules			
Req. 29	Tools to force selective cache purges, both from a management application and via an API. Maximum 3 seconds			
Req. 30	"Subrogated keys" mechanism or invalidation by labels			
Req. 31	Ability to generate synthetic responses based on request parameters			
Req. 32	Access management with tokens			
	Determine if the request is authorised			
	Limit display time, both by start time and duration			
	Inclusion of management data by the OTT provider, guaranteeing the integrity of the information			
	Geoblocking of contents at country level by comparing the token information with the location of the IP of the request			
	The media cache, the CDN must support the live and recorded video and audio distribution service to the end user.			
	Media cache functionality			
Req. 33	Live operation: With source stream of the live broadcasting that the CDN provider must collect, as a reverse proxy, in the appropriate format			
Req. 34	Recorded operation: Storage of video files in their infrastructure			
Req. 35	Compatibility for live broadcasting and recorded with DVR: Apple HTTP Live Streaming and DASH adaptive streaming			
Req. 36	Tools to force selective cache purges, both from a management application and via an API. Maximum 15 seconds			
Req. 37	High availability and dual origin			

STREAMING: LIVE		YES	NO
A3.3	Live streaming transcoding into one or two different architectures with the ability to be unique, combined, or redundant:		
	(1) Service in the cloud (2) Service in the cloud / Service in House CCMA Sant Joan Despí (3) Service in House CCMA Sant Joan Despí		
	Req. 1 "Secure Reliable Transport" (SRT) protocol with MPEG-2TS signal complies with ETSITS 102 034. Bandwidth of around 20 Megabytes (MB/s) per UHD channel		
	Req. 2 Live streaming transcoding using the "Secure Reliable Transport" (SRT) protocol		
	Req. 3 The system must allow the output streams of video and audio to be delivered over both the http and https protocols.		
	Req. 4 Formats and volumetrics support		
	4.5 Mb, H264 1280x720 at 2.3 Mb, H264 1024x576 at 1.8 Mb, Audio AAC 96 kB/s or 128 kB/s depending on channels. DASH format: H264 1920x1080 at 4.5 Mb, H264 1280x720 at 2.3 Mb, H264 1024x576 at 1.8 Mb, Audio AAC 96 kB/s or 128 kB/s depending on channels		

		6 audio channels, for each one it is necessary to generate: HLS format: AAC 96 kB/s or 128 kB/s depending on channel configuration, Shoutcast Format: MP3 96 kB/s or 128 kB/s depending on channel configuration			
	Req. 5	DVR: A minimum of two hours of DVR of encrypted live feeds to allow the end user to go back through the content			
	Req. 6	Live geolocation: With API orders from the CCMA, S.A. continuity systems. Mandatory for video channels			
	Req. 7	Advertising insertion: With SCTE 35 protocol. Accuracy of 2 seconds or less per 2 second chunk. Mandatory for video channels			
	Req. 8	Start-Over by the EGP of CCMA. With equal or less precision than the length of the chunk. Maximum duration of a 10 hour programme			
	Req. 9	Multiaudios for different languages and audio description			
	Req. 10	Multisubtitles in WebVTT format by HLS and EBUVTT by DASH. Compatible with specific Teletext characters for "Spain and Portugal"			
	Req. 11	Integration with the EPG system of CCMA, S.A.			
	Req. 12	Signal injection in social networks. RTMP protocol			
	Req. 13	Latency of live video streaming: From the moment the first quality enters until the remaining 3 are generated and it is published in less than 40 seconds			
	Req. 14	DVR Latency: A maximum of 15 seconds since the request. A maximum of 60 seconds of content accessible after the DVR item ends			
	Req. 15	Support and availability. Availability guarantee tending towards 100%			
	Req. 16	Monitoring: 24x7 service with monitoring and diagnosis of unexpected input signal outages, sustained Degradation of video quality over time (pixelation), sustained Degradation of audio quality over time (glitch), Signal to black for more than 60 seconds, Silent signal for more than 60 seconds			
		A maximum 15 minute action to resolve the problem			
		Isolation of the primary and secondary circuits so that maintenance and improvement tasks can be carried out without stopping the service			

STREAMING: VOD and ODA			YES	NO
A3.3	Req. 1	Support of video content source formats for encoding to adaptive format and for progressive download on devices that do not support adaptive format:		
		HD content (2 instances): Video 1920x1080 mp4 at 4 Mb and Audio AAC 128 kb 48 kHz, Video 1290x720 mp4 at 2.5 Mb and Audio AAC 128 kb 48 kHz		
		UHD/HDR content: Video 3840x2160H 265/HLG at 20 Mb and 2 audio channels AAC 128 kb 48 kHz		
	Req. 2	Support of sporadic source formats of video content by adaptive format encoding: HD content: 1920x1080 Video in MOV or AVI AVC-INTRA format at 501 or 100 Mb and Stereo or Mono PCM Audio in WAV format		
	Req. 3	Support for generating subtitles associated with video content. Source formats of subtitles: WebVTT. As associated file or EBU-TT-D public accessible URL		
	Req. 4	HLS format support: HD content (3 instances): H264 1920x1080 at 4Mb, H264 1280x720 at 2Mb, H264 1024x576 mp4 1.6Mb, Audio AAC at 128kb 48kHz. UHD/HLG content (1 instance): H265/HLG 3840x2176 at 15 Mb and 1 audio channel AAC 128 kb 48 kHz		
		DASH format support: HD content (3 instances): 1920x 1080mp4 4 Mb, 1280x7202 mp4 2 Mb, 1024x576 mp4 1.6 Mb, Audio AAC at 128 kb 48 kHz. UHD/HLG content (1 instance): H265/HLG 3840x2160 at 15 Mb and 2 audio channels AAC 128 kb 48 kHz		
	Req. 5	Support of VP9, AVI encoding formats		
	Req. 6	Volumetrics of video contents in original format periodised by years, as defined in point A3.3 of the Technical Specifications Document.		
	Req. 7	Support of audio content source formats for encoding to adaptive format and for progressive download on devices that do not support adaptive format: MP3 at 96 kB/s or 128 kB/s		
	Req. 8	Source format support in MP3 at 96 kB/s or 128 kB/s for progressive download: AAC at 96 kB/s or 128 kB/s for progressive download, HLS in AAC format at 96 kB/s or 128 kB/s for progressive download		
	Req. 9	Volumetrics support for audio content in source format to be encoded, estimated at 20,000 hours/year of source content		
	Req. 10	Support of protocols for the contribution or collection of the source content to be encoded: HTTP/HTTPS, FTP/SFTP		
	Req. 11	Support of multiple jpeg thumbnails attached to the content with parameters of image size, position within the content, and output file name format		
	Req. 12	Strip generation support		
	Req. 13	Encoding with adaptation of the input content such as Video interlacing, adding watermarks or logos, Video cropping, Video rotation, Audio down-mix		
	Req. 14	Encoding with the incorporation of DRM to the encoding of the content. Compatible with DRM systems with MPEG Common Encryption Standard (MPEG-CENC), with encoding and encryption of content once with a single key and associate this key with different DRM systems		
	Req. 15	With a REST API that controls all aspects related to the coding flow, in order to guarantee integration between CCMA's systems that fed the coding system		

Req. 16	With generation of reports on the use of the encoding system such as requests received in the system, status of completion of requests, minutes of entry encrypted, minutes of exit encrypted, time of encoding with regard to the duration of the content			
Req. 17	With performance ratio data (time factor used to encode a content with regard to its duration). Factor at least 6x the real time for HD contents with mp4 H264 source			

And for the record, before Corporació Catalana de Mitjans Audiovisuals, S.A., in order to participate in the public tender of offers No. **2304OB01 “CONTRACTING OF THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF A PLATFORM OF AUDIOVISUAL AND TRANSMEDIA CONTENTS FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A.”**, signs this statement.

Signature and stamp of the company.

In, on the day of..... of 2023

APPENDIX 7

CONTENTS OF ENVELOPE B: TECHNICAL INFORMATION

Mr. / Ms. as legal representative of the company
....., domiciled in the
city of, street, No.
....., with Company Tax Identification Number (TIN) No.
.....

STATES that:

For communication purposes during the tender process (for communication of meeting dates, etc.), the person to contact is:

Name and surnames:

Email:

Telephone No.:

The person responsible for the service, who will carry out the " **Session to present and explain the service to CCMA, S.A.**", is:

Name and surnames:

And for the record, before Corporació Catalana de Mitjans Audiovisuals, S.A., in order to participate in the public tender of offers No. **2304OB01 "CONTRACTING OF THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF A PLATFORM OF AUDIOVISUAL AND TRANSMEDIA CONTENTS FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A."**, signs this statement.

Signature and stamp of the company.

In, on the day of..... of 2023

APPENDIX 8

FINANCIAL BID FORM

Mr. / Ms., with National Identity Card No., as legal representative of the company, domiciled in the city of, street No., postcode....., with Company Tax Identification Number (TIN) No., and email address informed of the conditions and requirements to participate in the public tender for offers No. **2304OB01 "CONTRACTING THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF AN AUDIOVISUAL AND TRANSMEDIA CONTENTS PLATFORM FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A."**, states that is in a position to participate in the aforementioned tender for offers as a bidder.

To this end, he/she undertakes, on behalf of the company he/she represents, to assume the responsibility for the rendering of said service strictly subject to the requirements and conditions that appear therein, offering the service / supply / work with the prices detailed below:

1) Prices subject to assessment:

SERVICES	Price	Bid price year 1	Bid price year 2	Bid price year 3	Bid price year 4	Bid price year 5	Full bid price
Platform developments	Maximum price: €2,750,000	€ 1,320,000	€ 550,000	€ 440,000	€ 220,000	€ 220,000	
	Bidder's price >	€	€	€	€	€	€
Platform licence (includes maintenance)	Maximum price: €2,750,000	€ 550,000	€ 550,000	€ 550,000	€ 550,000	€ 550,000	
	Bidder's price >	€	€	€	€	€	€
Storage	Maximum price: 770,000	€ 154,000	€ 154,000	€ 154,000	€ 154,000	€ 154,000	
	Bidder's price >	€	€	€	€	€	€
Coding: On demand	Maximum price: €672,943	€ 53,901	€123,972	€ 142,569	€ 163,954	€ 188,547	
	Bidder's price >	€	€	€	€	€	€
Coding: Live	Maximum price: €771,309	€ 85,701	€ 171,402	€ 171,402	€ 171,402	€ 171,402	
	Bidder's price >	€	€	€	€	€	€
CDN Web	Maximum price: €379,037	€ 30,360	€69,828	€ 80,302	€ 92,347	€ 106,200	
	Bidder's price >	€	€	€	€	€	€
CDN Media	Maximum price: €236.8982 [sic]	€ 189,750	€ 436,425	€ 501,888	€ 577,171	€ 663,748	
	Bidder's price >	€	€	€	€	€	€
Maintenance services	Maximum price: €15,972,959	€ 2,443,710	€ 3,307,156	€ 3,356,761	€ 3,407,113	€ 3,458,219	
	Bidder's price >	€	€	€	€	€	€
Total price without VAT*							€

* Maximum price = €26,435,230

The maximum offer prices per year may be exceeded by up to 15% if the maximum price of the item in five years is not exceeded.

2) Prices not subject to assessment:

- a) For invoicing purposes, the bidder offers the price (without VAT) of the following concepts:

STORAGE

Preu unitari per GB	-----€
---------------------	--------

Maximum unit price per GB €0,770

ON-DEMAND CODING:

Preu minut entrada de contingut HD	-----€
Preu minut entrada de contingut UHD	-----€

Maximum price per minute for HD content €0,050

Maximum price per minute for UHD content €0,146

LIVE CODING:

Preu per canal de vídeo extra	-----€
Preu per canal d'àudio extra	-----€

Maximum price per extra video channel €770,000

Maximum price per extra audio channel €504,350

CDN:

Preu unitari GB de tràfic agregat servit per web	-----€
Preu unitari GB de tràfic agregat servit per media	-----€

Maximum unit price GB of aggregated traffic served by web €0,011

Maximum unit price GB of aggregated traffic served on average €0,003

- b) Platform maintenance services:

Platform maintenance services	Percentage offered by the bidder
Maintenance and monitoring service	----- %
Content curation service	----- %
Multimedia creative generation service	----- %
SEO and ASO strategy and execution support	----- %
Support in promotion and loyalty design	----- %
A/B testing service	----- %
Experience design, testing and research with users	----- %
Digital analytics	----- %
End user support service	----- %

Commercial advertising maintenance service	----- %
Language service	----- %
Activation service	----- %
Technical support maintenance	----- %
Development technical service	----- %
	100%

Signature and stamp of the company

In, on of of 2023

APPENDIX 9

OFFER FORM FOR THE ASSESSMENT OF OTHER AUTOMATICALLY QUANTIFIABLE ASSESSMENT CRITERIA

Mr./ Ms., with National Identity Card No., as legal representative of the company
....., domiciled in the city of, street
....., No., postcode....., with Company Tax Identification Number (TIN) No., Tel.:

DECLARES, under his/her responsibility:

QUANTIFIABLE ASSESSMENT

B1		Link to proof	
		YES / NO	
	Business social clauses		
B1.1	Sustainability policy		
B1.2	Equality policy		
B1.3	Inclusion policy		
	Features available in the bidder's OTT business solution		
B1.4	Chat		
B1.5	Content ratings		
B1.6	Comments on the content		
B1.7	Surveys		
B1.8	Existing integration with a Customer Relationship Management (CRM)		
B1.9	Existing integration with games or video games		
B1.10	Existing integration with external e-commerce		
B1.11	Subscription payment		
B1.12	Pay-per-view or pay-per-listen		
B1.13	Existing integration of a DRM		
B1.14	Voice applications (Amazon Alexa or Google Assistant)		
B1.15	Content ingestion platform for third parties		
B1.16	Third-party content monetisation platform		
B1.17	UHD (4K+HDR) support (at infrastructure and player level)		
B1.18	Support of multiple audios in a video (infrastructure and player level)		
B1.19	Certification of having 2 different providers for Internet connectivity		
B1.20	Content distribution system through multiple CDNs with balancing capacity		
	Features available in the bidder's OTT business solution	Qty.	
B1.21	Aggregated Internet connectivity above 1 Gigabyte (GB): No. of 500 Megabytes (MB/s) fractions		

And for the record, before Corporació Catalana de Mitjans Audiovisuals, S.A., in order to participate in the public tender of offers No. **2304OB01 "CONTRACTING OF THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF A PLATFORM OF AUDIOVISUAL AND TRANSMEDIA CONTENTS FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A."**, signs this statement.

Signature and stamp of the company.

In, on the day of..... of 2023

APPENDIX 10

statement of compliance ABOUT THE LOCATION OF THE SERVERS AND THEIR ASSOCIATED SERVICES

Mr./ Ms., with National Identity Card No., as legal representative of the company
....., domiciled in the city of, street
....., No., postcode....., with Company
Tax Identification Number (TIN) No., Tel.:

DECLARES, under his/her responsibility:

1. That the company he/she represents has servers that will process the transferred data and to those they have access that 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 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:

5. Do you request to place your own servers in the facilities of CCMA, S.A. in Sant Joan Despí?

☐ YES (It will imply CCMA, S.A. invoicing for rent and consumption)

☐ NO

And for the record, before Corporació Catalana de Mitjans Audiovisuals, S.A., in order to participate in the public tender of offers No. **2304OB01 “CONTRACTING OF THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF A PLATFORM OF AUDIOVISUAL AND TRANSMEDIA CONTENTS FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A.”**, signs this statement.

Signature and stamp of the company.

In, on the day of..... of
2023

APPENDIX 11

statement of compliance ABOUT THE NUMBER OF EMPLOYEES

Mr./ Ms., with National Identity Card No., as legal representative of the company
....., domiciled in the city of street
..... No., postcode....., with Company
Tax Identification Number (TIN) No.

DECLARES, under his/her responsibility:

1. That the company he/she represents has 50 or more employees

☐ YES

☐ NO

If the answer is yes, this declaration will be accompanied by the certificates indicated in clause 9.4.1 section c) of the particular administrative tender specifications.

And for the record, before Corporació Catalana de Mitjans Audiovisuals, S.A., in order to participate in the public tender for offers No. **2304OB01 “CONTRACTING OF THE MANAGEMENT, DESIGN, DEVELOPMENT AND MAINTENANCE SERVICE OF A PLATFORM OF AUDIOVISUAL AND TRANSMEDIA CONTENTS FOR CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A.”** signs this statement.

Signature and stamp of the company.

In, on the day of..... of 2023