

SPECIFICATIONS TABLE FOR THE REPRESENTATION SERVICE OF THE BARCELONA CONVENTION BUREAU IN THE UNITED STATES OF AMERICA AND CANADA

File number: PO 2023/04

Contract type: Service

Award Procedure: Open procedure with advertising in the USA

Processing Type: Ordinary

Contracting Authority: Executive Committee of the Consorci de Turisme de Barcelona

This document, together with the Administrative Clause Specification, constitutes the Specification of Particular Administrative Clauses of the contract.

In case of discrepancy between this document and the Administrative Clause, what is determined in this characteristics table will prevail, unless it is evident that it is a material or arithmetic mistake.

A. OBJECT

A.1. Description: The object of the contract is the representation service of the Barcelona Convention Bureau in the United States of America and Canada.

A.2. Lots: This contract is not divided into lots. The non-division into lots lies in being a single continuous treatment service to be executed, consisting of the commercial representation of the Barcelona Convention Bureau.

A.3. CPV Code:

79400000-8 – Commercial and management consulting services and related services.

B. ECONOMIC DATA

B.1. Price determination: This has been established based on the current market price for the tasks to be performed. The award price will be that offered by the successful bidder. The estimated value of the contract and detailed tender budget in the following point includes salaries, social and business costs, as well as management costs, compensations, and settlements, if any, of the workers associated with the contract, as well as subcontracting expenses and fees to be received by the contracting company.

B.2. Estimated contract value: \$200,000.00 US Dollars

Concept	Amount (VAT exempt)
Base Bidding Budget	\$ 100.000,00
Possible Modifications	Not Applicable
Possible Extensions	\$100,000.00
Total	\$ 200.000,00

B.3. Base Bidding Budget: \$100,000.00 (operation exempt from VAT)

Remember that it includes salaries, social and business costs, as well as management costs, compensations, and settlements, if any, of the workers associated with the contract, as well as subcontracting expenses and fees to be received by the contracting company.

Professional fees up to \$100,000, including communication expenses (calls, mail, messengers, photocopies, etc.), will be invoiced and paid quarterly.

The travel expenses of the Representative's personnel will be invoiced once the action is completed and must be properly documented.

The Representative will not charge any surcharge on any expense.

C. EXISTENCE OF CREDIT

Economic year and budgetary application: The economic year to which it is imputed is in 2024. The budgetary application to which it is imputed is 227-10.

D. CONTRACT EXECUTION PERIOD

The execution of the contract will begin on the day following its formalization and will last for one year.

There is the possibility of an extension for an additional one-year period.

E. VARIANTS AND/OR IMPROVEMENTS

No variants are allowed in this contract.

The possibility of presenting improvements in the reference procedure is established, being evaluated as a subjective criterion, as detailed in section H of this document.

F. FILE PROCESSING AND AWARD PROCEDURE AND SUBMISSION OF PROPOSALS

Processing method: Ordinary processing

Award procedure: Open procedure with advertising in the United States of America

Submission of bids through the Digital Envelope tool:

Yes: ☒ No:

The project must be submitted by sending an offer through the digital envelope located in the contracting space of the contracting profile of Turisme de Barcelona.

G. FINANCIAL AND BUSINESS CLASSIFICATION

G1. Selection criteria related to economic, financial, and technical solvency

Financial Solvency

Financial solvency will be demonstrated by providing the following documentation:

- a) Annual turnover or annual turnover in the contract area, referring to the best exercise within the last three available. The minimum annual turnover must be equal to (or greater than) the estimated value of the contract.
- b) The company must have liability insurance in the amount of 50,000.00 US Dollar, valid, at least until the end of the offer submission period, and, if applicable, commit to extend or renew the policy in case of being awarded to cover the entire execution of the contract. This requirement will also be considered fulfilled if the bidder does not have this policy but undertakes to subscribe to it if awarded to cover the entire execution of the contract.

Technical or Professional Solvency

Technical solvency will be demonstrated by providing the following documentation:

- a) Demonstrate a minimum of three services of similar characteristics to the object of the contract, and by an accumulated annual amount in the year of greatest execution equal to or greater than \$60,000.

G2. Business Classification

In accordance with article 77 of the LCSP, business classification will not be required for this contract.

G3. Allocation of Material and/or Personnel Resources to Contract Execution

Yes: ☒ No:

The company must commit to allocating the necessary material and personnel resources for the execution of the contract according to the model established as Annex 5 of the PCA, submitting it in digital envelope A. Regarding personnel resources:

The Account Manager for Destination Barcelona must have a minimum of 10 years of experience in the MICE sector.

Provide a minimum of 2 additional team members to work with the Account Manager, with knowledge of MICE sector promotion and continuous training in the sector and Destination Barcelona.

H. AWARD CRITERIA

The contract will be awarded to the proposal that offers the best value for money in the execution of the contract, evaluated through the application of the following award criteria:

- ***Criteria subject to subjective judgment (up to 25 points):***

- 1. Knowledge of the destination (Up to 25 points).***

The proposal for the organization of the service presented by the companies must demonstrate experience and thorough knowledge of the associative and corporate MICE sector in North America through data from this market. The company that demonstrates a deeper and more comprehensive knowledge of the MICE sector in the USA and Canada in its technical proposal for service execution will be awarded a higher score.

If the score obtained in the subjective judgment evaluation is less than 10 points, the bidder will be considered unable to meet the contract objectives. In this case, the company will be automatically excluded from the procedure.

- ***Automatically quantifiable award criteria (up to 75 points):***

- 1. Established DMO in the territory (up to 25 points)***

Bidding companies must be considered Destination Management Organizations (DMO) that include the following profiles in their team:

- Experience of the Account Manager for Destination Barcelona exceeding 10 years in the MICE sector (1 point per extra year up to a maximum of 10 points - 20 years of experience - in the MICE sector).
- Experience of the 2 persons assigned to the contract (along with the account manager) with knowledge of promoting the MICE sector and continuous training in the sector and Destination Barcelona (1 point per year of experience up to a maximum of 8 points).
- Overall experience in communication, marketing, and economic development strategy (Experience of the members associated with the contract: 7 points / No experience of the workers associated with the contract: 0 points).

- 2. Affiliation with MICE Sector Entities (up to 10 points)***

It will be valued that the candidate company belongs to associations/organizations related to the MICE sector. Accreditation will be done by delivering the certificate. Admissible certificates for evaluation and their corresponding scores are:

- ✓ ICCA (3 points)
- ✓ PCMA (3 points)
- ✓ SITE (3 points)
- ✓ FICP (1 point)

These points will be cumulative, allowing a maximum of 10 points for a company that proves to be a part of all these organizations.

3. Sustainability Criterion (up to 15 points)

Bidding companies must be committed to sustainability and corporate social responsibility policies. Accreditation will be done through a sustainability certificate or by delivering an internal protocol proving the implementation of sustainable practices.

4. Economic Offer (up to 25 points)

Bidding companies will present their economic proposal in accordance with the model provided as Annex 3 of the PCAP, included in envelope C within the digital envelope platform. The maximum score will be given to the most economical/lowest value offer, and the rest of the offers will be scored according to the following formula:

The formula used to calculate the bidder's score (Px) based on their economic offer (Xp) is as follows:

Px represents the bidder's score.

A is the lowest economic offer submitted.

Xp is the economic offer of the bidder in question.

Y denotes the maximum score a bidder can achieve.

$$Px = (A/Xp) * y$$

I. CRITERIA FOR DETERMINING THE EXISTENCE OF PRESUMABLY ABNORMAL LOW BIDS

Bids that are 25% below the base bidding budget or, in the case of multiple bids, the one that is 20% below the rest of the proposals submitted will be considered abnormally low.

J. WORK PROGRAM, DOCUMENTATION TO BE SUBMITTED BY BIDDING COMPANIES OR THE COMPANY PROPOSED AS THE AWARDEE

Bidding companies must submit the work and service execution program (technical proposal) and the rest of the technical documentation according to the premises determined in the Technical Specifications and in the section dedicated to it in the PPT (section 4 of the PPT). These documents will be evaluated by technicians to determine the most suitable company for service development. Companies must submit the documentation specified in clause 12.1 of the Administrative Clauses and all necessary documentation to accredit compliance with minimum requirements and assessment criteria (clause 4 of the Technical Specifications), according to the distribution of envelopes established in that clause, depending on the type of documentation to be evaluated (2 or 3 envelopes).

K. DEFINITIVE GUARANTEE

Yes: ☒ No:

Amount: The amount of the definitive guarantee will be 5% of the amount awarded to the contracting company.

Form of constitution: As determined in clause 16.2 of the Administrative Clauses.

L. SPECIAL EXECUTION CONDITIONS

A) Special conditions of the contracting company regarding its personnel:

1. New hirings for the execution of this contract by the awardee(s) must preferably be made among individuals legally unemployed and, when possible, among groups facing particular difficulties in labor market insertion or individuals with a disability certificate.
2. Throughout the contract execution period, the company shall not unilaterally diminish the working conditions, in terms of working hours and salary, and in the terms analyzed, as well as any improvements over the applicable basic labor legislation corresponding to the workers assigned to the contract based on the collective agreement applicable when submitting the offer, unless explicitly agreed upon between the company and the workers' representation.
3. The selection of personnel who meet the required qualifications and experience set out in the specifications, forming part of the team assigned to contract execution, is the exclusive responsibility of the contracting company, subject to verification by the Consortium of compliance with these requirements.

The contracting company shall ensure stability in the team and that changes in its composition are occasional and justified so as not to disrupt the proper functioning of the service, informing the Consortium at all times.

4. At least 40% of the individuals hired for the contract execution must be women.

The contracting company must incorporate a gender perspective in the preparation and presentation of the contract object, avoiding sexist language and imagery.

5. Concerning workers assigned to the execution of this contract, the contracting company assumes the obligation to exercise real, effective, and continuous management power inherent to any employer. In particular, it will handle the negotiation and payment of salaries, granting of permits, licenses, and vacations, substitution of workers in cases of illness or absence, legal obligations regarding Social Security, including payment of contributions and benefits, when applicable, legal obligations regarding occupational health and safety, exercise of disciplinary authority, as well as any rights and obligations arising from the contractual relationship between the employee and employer.
6. The contracting company will ensure that workers assigned to the contract execution do not exceed their functions beyond those defined in the specifications as the object of the contract.
7. The contracting company must designate at least one technical coordinator or responsible person integrated into its own staff, whose obligations include:

- Acting as the intermediary between the contracting company and the Consortium, facilitating communication between the Consortium and the personnel of the team assigned to the contract and handling any matters related to contract execution.
- Distributing work among the personnel responsible for contract execution and giving these workers the necessary work orders and instructions regarding the contracted service.
- Supervising the correct fulfillment by the personnel of the team of the functions assigned to them, as well as monitoring the attendance of this personnel to the workplace.
- Organizing the vacation system for personnel assigned to contract execution, coordinating adequately with the contracting company and the Consortium to avoid disrupting the proper functioning of the service.
- Informing the Consortium about occasional or permanent variations in the composition of the team assigned to contract execution.

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

Bidders and contractors must adopt an ethically exemplary conduct, refrain from promoting, proposing, or endorsing any type of corrupt practice, and report to the competent authorities any manifestation of these practices that, in their opinion, is present or may affect the procedure or contractual relationship. Therefore, they must consider the following aspects:

1. Comply with rules and legislation in the development of their professional activity.
2. Act with respect, integrity, professionalism, transparency, and follow correct guidelines of conduct.
3. Not accept any type of corruption, extortion, or misappropriation, nor any direct or indirect reward, or offer any direct or indirect reward to members of CTB.
4. Be up-to-date with tax obligations and obligations with Social Security.
5. Promote equal opportunities and avoid any discrimination based on race, color, nationality, social origin, age, sex, marital status, disability, sexual orientation, ideological, political opinions, religion, or any other personal, physical, or social condition.
6. Ensure equal treatment between women and men in treatment, access to employment, professional classification, promotion, permanence, training, termination, remuneration, quality and job stability, duration, and order of the working day. In any case, establish measures that favor the reconciliation of personal, family and work life.
7. Reject any manifestation of violence, harassment, or abuse at work and any other intimidating or offensive behavior towards the personal rights of their employees, and facilitate respectful and collaborative treatment.

8. Personal data provided by CTB will be used only in accordance with the instructions issued by CTB and will not be applied or used for any purpose other than strictly necessary for the provision of contracted services.
9. Comply with applicable legislation and provisions regarding occupational health and safety, as well as national or international regulations, including Fundamental ILO Conventions, the UN Declaration of Human Rights, and standards on worker protection.
10. Keep the information provided by CTB confidential, with its disclosure to third parties being strictly prohibited without the consent of the interested parties.
11. Respect the intellectual and industrial property rights of others.
12. Avoid any conflict of interest, influence, or favoritism in relations with CTB, always governed by objective criteria.
13. Relations with Public Administrations and authorities will always be based on the principle of maximum transparency.
14. Take necessary measures to prevent money laundering and irregularities in payments.
15. Respect and preserve the environment, complying with the standards established in environmental regulations.

C) Other special execution conditions:

The contracting company must offer exclusivity in Spain. It cannot represent other destinations or providers in the Spanish territory.

These special contract execution conditions will be considered essential contractual obligations.

M. WORK PROGRAM

Yes: ☒ No:

Companies must submit a service development proposal in accordance with the considerations specified in the Technical Specifications.

N. CONTRACT MODIFICATION

This contract can only be modified for the reasons determined and in a taxative manner in Article 205 of the LCSP, as specified in the Administrative Clauses.

O. CONTRACT RESPONSIBLE PARTY

The contracting body determines that the contract's responsible party will be the director of the Barcelona Convention Bureau, who will oversee the proper functioning of this contract.

P. INVOICE SUBMISSION

Invoices must be sent in PDF format via email to the email address factures@barcelonaturisme.com.

Professional fees up to \$100,000, including communication expenses (calls, mail, messengers, photocopies, etc.), will be invoiced and paid quarterly.

Travel expenses for the Representative's staff are not part of the contract price and will be borne by the Consorci de Turisme de Barcelona. They will be invoiced once the action is completed and must be duly documented.

The Representative will not charge any surcharge for any expense concept.

The winning company must include the file code on the invoice.

If the option is chosen to constitute the final guarantee through retention in price, invoices must include the concept "final guarantee retention" on them.

The tax details for invoicing are as follows:

CONSORCI DE TURISME DE BARCELONA
P-5890003-F
Passatge de la Concepció, 7-9
08008 – Barcelona

Q. PRICE REVIEW

Yes: ☒ No:

In accordance with Article 103 of the LCSP, there will be no price review in this contract.

R. SUBCONTRACTING

The contractor may contract with a third party for the execution of certain parts of the contract, always for subsidiary aspects. It will be necessary for the contractor to communicate the intention to subcontract to the Consorci de Turisme de Barcelona with the identification of the subcontractor.

In no case is subcontracting of the main service of the contractual object possible.

S. CONTRACT ASSIGNMENT

The contract cannot be automatically assigned by the contractor. However, the possibility of contractual assignment is envisaged with prior authorization from the Consorci de Turisme de Barcelona.

T. CONTRACT BOARD

The composition of the contract board is as follows:

President: Mr. Christoph Tessmar, director of the Barcelona Convention Bureau, and as an alternate, a managerial position at Turisme de Barcelona.

Secretary: Ms. Laura-Ares Martínez, Director of Legal Services of the Consorci de Turisme de Barcelona as secretary, also assuming the role of legal advisor, and as an alternate, an external legal advisor appointed by the Consorci de Turisme de Barcelona.

Economic Vocal: Mr. David Fernández, operations department, and as an alternate, a member of the operations department of the Consorci de Turisme de Barcelona.

Vocal: Ms. Joana Homs, Compliance Officer, and as an alternate, a member of the operations department of the Consorci de Turisme de Barcelona.

Vocal: Ms. Cécile Dorian, International MICE Promotion Manager: USA, Canada & South America, France, and Africa, and as an alternate, a member of the BCB.

Vocal: Ms. Anna Bueno, Association Meetings Manager, and as an alternate, a member of the BCB.

Vocal: Ms. Mònica García, Association Meetings Manager, and as an alternate, a member of the BCB.



This document has been approved by the Executive Committee of the entity on November 29, 2023, according to the approval certificate of the file published in the bidding space of this procedure, within the Contractor Profile.