

**TENDER SPECIFICATIONS WITH SPECIFIC ADMINISTRATIVE CLAUSES FOR THE
PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE
JERUSALEM BUREAU OF THE TRADING COMPANY CORPORACIÓ CATALANA
DE MITJANS AUDIOVISUALS, S.A.**

- PROCEEDING CONDUCTED WITHOUT PRIOR PUBLICATION -

FILE NO. 2411NS01

ONE. LEGAL FRAMEWORK

1.1. The contract is governed by this set of administrative clauses and by the set of technical requirements, the clauses of which are considered an integral part of the contract. In addition, it is governed by the following law:

- a) Spanish Law 9/2017, of 8 November, on public sector contracts (hereinafter all legislation shall be understood to be Spanish unless otherwise specified), by which European Parliament and Council Directives 2014/23/UE and 2014/24/UE, of 26 February 2014 are transposed to the Spanish legal system.
- b) Decree-Law 3/2016, of 31 May, on urgent measures in the field of public procurement.
- c) Royal Decree 817/2009, of 8 May, which partially implements Law 30/2007, of 30 October, on public sector contracts (hereinafter, Royal Decree 817/2009).
- d) General regulation of the Public Administrations Contracts Act approved by Royal Decree 1098/2001, of 12 October, in all that is not modified or repealed by the provisions mentioned above (hereinafter, RGLCAP).
- e) Organic Law 3/2018, of 5 December, on the protection of personal data and the guarantee of digital rights.
- f) Regulation (EU) 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with regard to the processing of personal data and the free movement of such data and by which Directive 95/46/EC is repealed.
- g) Order PDA/21/2019, of 14 February, which determines the system for electronic notifications from the Administration of the Generalitat de Catalunya (Government of Catalonia) and its public sector.
- h) Royal Decree 203/2021, of 30 March, which approves the Regulation on the performance and operation of the public sector by electronic means.

Additionally, this contract is also governed by the rules applicable to public sector contracts in the area of Catalonia and by its applicable sectoral regulations.

1.2. Ignorance of the clauses of the contract in any of their terms, of the other contractual documents that are part of the contract and also of the instructions or other rules that apply in the execution of the agreement, does not exempt the awarded company from the obligation to fulfil the clauses of the contract.

TWO. SUBJECT MATTER OF THE CONTRACT

2.1. The subject matter of the contract is the provision of the services described in

Section A of the Table of Characteristics.

2.2. The lots into which the subject matter of the contract is divided are identified in **Section A of the Table of Characteristics.**

2.3. The statement of the codification corresponding to the nomenclature of the Common Procurement Vocabulary (CPV) is that contained in **Section A of the Table of Characteristics.**

THREE. FINANCIAL INFORMATION OF THE CONTRACT

3.1. The estimated value of the contract is that which is indicated in **Section B.1 of the Table of Characteristics.**

3.2. The tender budget is that which is indicated in **Section B.2 of the Table of Characteristics.** This is the maximum expenditure limit (VAT included) that, by virtue of this contract, the contracting authority may commit to, and it constitutes the maximum price that can be offered by the companies competing in the tender for this contract.

3.3. The contract price is the award price and must include, as a separate item, the Value Added Tax. The price will be considered to include applicable taxes, fees, or charges of any kind, as well as all expenses that arise as a result of the obligations established in this specification that must be fulfilled during the performance of the contract.

FOUR. DURATION OF THE CONTRACT

The duration of the contract is that which is established in **Section C of the Table of Characteristics.** The time frames of the provisions will start counting from the day that is stipulated in the contract and if no specific day is stipulated, the time frames will start from the day of the formalisation of the contract.

The contract may be extended if so provided for in **Section C of the Table of Characteristics.**

FIVE. PROCESSING OF THE FILE AND THE AWARD PROCEDURE

The form of processing the file and the procedure for awarding the contract are those established in **Section D of the Table of Characteristics.**

SIX. CAPACITY TO CONTRACT

Spanish or foreign natural or legal persons who have full capacity to act and are not affected by any of the circumstances described in Article 71 of the Public Procurement Act (hereinafter LCSP) and who can prove their economic, financial, technical and professional solvency may contract.

The bidders must be professionally qualified to carry out the activity that constitutes the subject matter of the contract according to their Articles of Association or founding rules.

CCMA, S.A. may contract with Joint Ventures that are temporarily set up for the purpose, without the need for these to be formalised in a public deed until the tender has been

awarded in their favour. The members of these joint ventures will undertake joint and several liability before CCMA, S.A. and must appoint a sole representative or proxy of the joint venture with sufficient powers to exercise the rights and fulfil the obligations deriving from the contract until its termination, without prejudice to the existence of joint powers that companies may grant for receipts and payments of significant amounts.

For the purposes of the tender, entrepreneurs who wish to take part as a temporary joint venture must give the names and circumstances of the people who constitute the venture and the stake held by each one, and state that they assume the commitment to formally establish a temporary joint venture if they are awarded the contract. In temporary joint ventures, each member taking part must prove their capacity and solvency in accordance with the provisions of this package. To determine the solvency of the temporary joint venture, the characteristics accredited for each of its members will be considered together.

The duration of the Temporary Joint Ventures must be, at a minimum, as long as the duration of the contract until its termination.

SEVEN. ACCREDITATION OF THE CAPACITY TO ACT

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

1. **Spanish companies** that are **legal persons** shall certify their capacity to act through:
 - The deed of incorporation or amendment entered in the Company Register when required in accordance with commercial legislation. When not required, it will be certified by means of the deed or articles of incorporation, articles of association or founding deed which sets out the rules that regulate their activity, which may be recorded in the corresponding official register.
 - The company tax ID number (NIF).
 - A document certifying the power of representation by public deed when appearing or signing on behalf of another.
 - National Identity Document (DNI/NIE) of the person signing the bid.
2. **Spanish companies** that are **natural persons** shall show their capacity to act by submitting their tax ID number (NIF).
3. **Non-Spanish entrepreneurs from the Member States of the European Union or signatories of the Agreement on the European Economic Area** shall certify their capacity to act by means of a declaration signed by the company representative.
4. **Foreign companies from States that are not members of the European Union or signatories to the Agreement on the European Economic Area** shall certify their capacity to act by means of a declaration signed by the company representative.

EIGHT. ACCREDITATION OF SOLVENCY

8.1. Companies must show that they meet the minimum solvency requirements detailed in **Section E.1 of the Table of Characteristics**

8.2. The bidding companies can use the capacities of other entities for the execution of the contract, regardless of the legal nature of the links that the bidding companies may have with those other entities, in order to show the bidder's economic, financial, technical and professional solvency, as long as these entities are not prohibited from contracting. The bidding companies must also demonstrate that, throughout the duration of the performance of the contract, they will effectively have the necessary resources by submitting the written commitment to that effect from the aforementioned entities.

However, with respect to the criteria relating to academic and professional degrees and professional experience, companies can only use the capacities of other entities if those entities provide the services for which the aforementioned capacities are necessary.

Under the same conditions, Temporary Joint Ventures may use the capacities of the participants in the venture or of other entities.

NINE. ELECTRONIC MEDIA

9.1. In accordance with the fifteenth Additional Provision of the LCSP, the processing of this tender entails making related notifications and communications by exclusively electronic means.

However, communication by email may be used for communications other than those relating to the essential elements (that is, tenders and bids) while leaving the content of the communication duly documented.

9.2. The communications and notifications that are made during the procurement procedure and during the validity of the contract will be made by electronic means through the notification system **e-NOTUM**, in accordance with the LCSP, Act 39/2015, of 1 October, on the common administrative procedure of public administrations and Order PDA/21/2019, of 14 February, which determines the system of electronic notifications of the Administration of the Generalitat de Catalunya (Government of Catalonia) and its public sector. For these purposes, notices of the availability of notifications and communications will be sent to the email addresses and mobile phones that the companies have provided for this purpose in the ESPD or responsible statements.

The time frames to be counted from notification will be calculated from the date of sending the notification notice, if the decision subject to notification has been published on the same day in the contractor profile of the contracting body.

9.3. Digital certificates: In accordance with the first additional provision of Decree-Law 3/2016, it will be sufficient to use an advanced electronic signature based on a qualified electronic signature certificate in the terms provided for in Regulation (EU) 910/2014/UE, of the Parliament European and Council, of 23 July 2014, relating to electronic identification and trust services for electronic transactions in the internal market and which repeals Directive 1999/93/EC. Therefore, this is the minimum required security level of the electronic signature certificate accepted for signing the ESPD and the bid

Regarding foreign certificates from the European Union, qualified certificates will be accepted in any country of the European Union in accordance with Article 25.3 of the aforementioned Regulation (EU) 910/2014/EU on electronic identification and trust services, which provides that 'a qualified electronic signature based on a qualified certificate issued in a Member State will be recognised as a qualified electronic signature in the rest of the Member States'.

TEN. SUBMISSION OF BIDS

10.1. Companies can submit their bids solely and exclusively by online means to the Public Procurement Platform of the Generalitat de Catalunya (Government of Catalonia) from the CCMA, S.A. contractor profile.

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

Bids can be submitted until the time **1:00:59 p.m. on 21 November 2024**, so bids received later (i.e. 1:01:00 p.m. onwards) will be considered as arriving after the deadline.

The content of the bids is that which is indicated in **Section F of the Table of Characteristics**.

10.2. The bids submitted must be free of computer viruses and of any type of harmful program or code, since under no circumstances can documents affected by a virus be opened with the tools used by the Generalitat de Catalunya (Government of Catalonia). Thus, it is the obligation of the contractor companies to submit the documents to antivirus screening and, in the event that documents from their bids arrive with viruses, it will be their responsibility to ensure that the Administration cannot access their content.

In the event that any document submitted by the bidding companies is damaged, blank or illegible or is affected by a computer virus, the Contract Awarding Committee will assess, depending on the affected documentation, the legal consequences regarding the participation of this company in the procedure, which shall arise from the impossibility of accessing the content of one or more of the documents in the bid. If these are documents that are essential to understand or evaluate the bid, the board may grant the exclusion of the company.

The bidding companies may submit a backup copy of the submitted electronic documents via electronic physical support, which will be requested from the bidding companies should the need arise. The backup copy will serve to allow access to the content of the documents in case they are damaged. In this sense, it is necessary to recall the importance of not manipulating these files in order not to change their electronic fingerprint, which is what will be checked to ensure that the documents in the backup copy, sent in physical electronic media, match those documents sent in the bid, through the Sobre digital (Digital Envelope) tool. Likewise, it should be borne in mind that this copy cannot be used in the event that documents with viruses have been sent through the Digital Envelope tool, given the technical impossibility in these cases of being able to compare the electronic fingerprints and, therefore, to be able to guarantee the non-modification of the bids once the submission period has ended.

10.3. In accordance with Article 23 of the RGLCAP, foreign companies must present documentation officially translated into Catalan and/or Spanish.

10.5. People interested in the tender proceeding can contact the CCMA, S.A. to request clarifications on the specifications or other documentation using the questions and answers section of the tender's virtual notice board. These questions and answers will be public and accessible through the aforementioned notice board, located in the contracting company profile of CCMA, S.A.:

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

Interested companies may make inquiries to the CCMA, S.A. until **18 November 2024**.

10.4. The bids are secret and their submission implies the unconditional acceptance by the bidding company of the content of this package, as well as of the package of technical specifications, as well as the authorisation to the Contract Awarding Committee and the contracting body to consult the data collected by the Electronic Register of Bidding Companies of the Generalitat de Catalunya (Government of Catalonia) or the Official Register of Bidders and Classified Companies of the public sector, or the official lists of economic operators of a Member State of the European Union.

10.5. Each bidding company may not submit more than one bid. Nor may a company subscribe to any bid from a temporary joint venture with other companies if the company has submitted a bid individually or appears in more than one temporary joint venture. Violation of these rules will result in the non-acceptance of any of the proposals the company has subscribed to.

10.6. Act of opening

The act of opening the bids will be done via **electronic means** in all its phases and therefore it will not be a public event.

ELEVEN. CONTRACT AWARDING COMMITTEE

The members who will make up the Contract Awarding Committee for this file are those indicated in **Section G of the Table of Characteristics**

The Contract Awarding Committee will score the documentation contained in the Envelopes and, in the event of any rectifiable defects or needing clarifications or amendments, will notify the affected bidders so they may provide corrections within three days.

The Contract Awarding Committee may request and accept the clarification or amendment of errors in the bids when they are of a material or formal nature, are not substantial and do not prevent knowing the heart of the bid. Clarification or correction of errors in bids will only be permitted provided it does not involve a modification or specification of the bid, in order to guarantee the principle of equal treatment between bidding companies.

Once the defects in the documentation contained in the Envelopes have been corrected, if applicable, the Committee will assess the documentation and decide upon the companies admitted to the tender and those excluded, as well as the causes of the exclusion, as applicable.

Requests for clarifications or amendments will be carried out through the function included in the Digital Envelope tool for this purpose, through which an email will be sent to the address or addresses indicated by the bidding companies in the registration form, with the link to access the space of the tool where bidders are to provide the corresponding documentation.

These requests for amendment or clarification will be communicated to the company through electronic communication via e-NOTUM, which is part of the Public Procurement Services Platform, in accordance with the eighth clause of this specification

TWELVE. EVALUATION OF BIDS

12.1. To evaluate the proposals and determine the best bid, the award criteria established in **Section H of the Table of Characteristics** will be followed.

THIRTEEN. WAIVER AND WITHDRAWAL

The contracting body may waive the award or the conclusion of the contract before the contract is formalised for duly justified reasons of public interest and with the corresponding notification to the bidding companies.

It may also withdraw from the procedure before the contract is formalised when an irreparable violation of the rules for preparing the contract or the rules governing the awarding procedure is observed.

In both cases, the bidding companies will be compensated for any duly justified expenses incurred.

The decision not to award or sign the contract and the withdrawal from the awarding procedure will be published on the Public Procurement Electronic Platform of the Government of Catalonia.

FOURTEEN. AWARDING THE CONTRACT

The contracting body, after assessment by the Contract Awarding Committee, will award the contract within a maximum period of 15 days from the day following the opening of the bids.

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

If the award is not made within the specified period, the bidders will have the right to withdraw their bid.

FIFTEEN. DOCUMENTATION PRIOR TO FORMALISATION OF THE CONTRACT

CCMA, S.A. will inform the selected bidder that they have been awarded the contract through the function of the Digital Envelope tool created for this purpose.

This notification will be made via electronic means through **e-NOTUM**, which is part of the Public Procurement Services Platform.

SIXTEEN. SURETY

16.1. The amount of the surety is that which is indicated in **Section I of the Table of Characteristics**.

16.2. Sureties can be provided in any of the following ways:

- a) In cash or in public debt securities subject, in each case, to the conditions established by law. The cash and immobilisation certificates for the aforementioned securities must be deposited in the Caixa General de Dipòsits of the General Treasury of the Generalitat de Catalunya (Government of Catalonia) or in the deposit boxes of the territorial treasuries.
- b) Through a guarantee, provided in the form and under the conditions established by regulation, by any of the banks, savings banks, credit cooperatives, financial credit establishments and mutual guarantee companies authorised to operate in Spain. The guarantee must be deposited in any of the establishments mentioned in section a).
- c) Through a surety insurance contract with an insurance entity authorised to operate in the manner and conditions established by regulation. The insurance certificate must be delivered to the establishments indicated in section a).

16.3. In the case of temporary joint ventures, the surety can be constituted by one or more of the participating companies, as long as it reaches the amount called for in Section 16.1 and jointly guarantees all the companies that are members of the joint venture.

16.4. The surety is held for the items defined in Article 110 of the LCSP

16.5. In the case of amortisation or total or partial replacement of the securities that constitute the surety, the successful bidder is obliged to replenish them in the amount necessary so that the amount of the surety does not decrease for this reason, with the aforementioned replenishment needing to be recorded in appropriate documents.

16.6. When, as a result of the modification of the contract, its total value undergoes variation, the surety established must be adjusted to the amount necessary to maintain the due proportion between the surety and the budget of the contract in force at each moment. The adjustment must be made within the period of fifteen days from the date on which notice of agreement to modification is made to the company. For these purposes, the price variations that occur as a consequence of a revision of this contract will not be considered, in accordance with what is indicated in the chapter relating to the revision of prices in public sector contracts from the LCSP.

16.7. When the penalties or indemnities receivable from the successful bidder are charged from the surety, the successful bidder must replenish or enlarge the surety in the corresponding amount within fifteen days from the charges being made.

16.8. In the event that the surety is not replenished in the cases mentioned in the previous section, CCMA, S.A., may terminate the contract.

SEVENTEEN. FORMALISATION OF THE CONTRACT

The awarding of the contract will be completed by private document within a period not exceeding 5 days once 15 working days from notification of the award to bidders and candidates has been sent.

EIGHTEEN. PAYMENT

18.1. CCMA, S.A. will make the payments by bank transfer to the account indicated by the successful bidder, on the 30th day of the month following the month of the date of the invoice. The invoice must be dated, at the latest, on the 30th day of the month in which the provision of services was rendered and must be received by CCMA, S.A. before the 5th day of the month following the date of the invoice.

In accordance with the provisions of Law 25/2013, of 27 December, on the promotion of electronic invoicing and the creation of the accounting register of invoices in the public sector, invoices must be signed with an advanced signature based on a qualified certificate, and must necessarily include the order number.

The format of the electronic invoice and signature must conform to the provisions of Attachment 1 of Order ECO/306/2015, of 23 September, which regulates the procedure for processing and recording invoices in the Accounting Register of invoices in the area overseen by the Generalitat de Catalunya (Government of Catalonia) and the public sector that extends from it.

The e.FACT platform is the general entry point for electronic invoices for the Administration of the Generalitat de Catalunya (Government of Catalonia) and its Public Sector.

The expected payment dates of the invoices may be seen on the website of the 3cat website provider (<https://epc.ccma.cat/Provider/index.jsf>) following registration to access the private area.

18.2. Price review

The price review applicable to this contract is detailed in **Section J of the Table of Characteristics**.

NINETEEN. OBLIGATIONS OF THE CONTRACTOR

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

The contractor will execute the contract at their own risk and will be obliged to provide compensation for any damages caused to third parties as a result of the operations required to execute the contract.

Other obligations:

a) Labour obligations:

- The successful bidder is bound in the performance of the contract to comply with the applicable obligations in environmental, social and labour matters established by European Union law, national law, collective agreements or the provisions of international environmental, social and labour law that bind Spain, and in particular those established by Attachment V of the LCSP.

The successful bidder is also bound to comply with the provisions in force regarding the social integration of people with disabilities and taxes.

- The successful bidder undertakes to make the wage conditions of the workers comply with the applicable collective agreement of the sector.
- CCMA, S.A. may require the successful bidder to provide documentary evidence, if applicable, of its compliance with the requirements of the applicable collective agreement. The same will be done for the rest of the workers assigned to the service to whom the aforementioned agreement does not apply.

If non-compliance with the current sectoral collective agreements is verified, in application of the provisions of Article 201 of the LCSP, and especially, breaches or repeated delays in the payment of wages or the application of wage conditions less stringent than those derived from collective agreements that is serious and wilful, this will result in the termination of the contract.

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

The successful bidder must have a protocol for the prevention of sexual and gender-based harassment. If the successful bidder does not have its own protocol, it shall adopt the CCMA, S.A. protocol as its own, and shall communicate the application thereof to company staff assigned to the service described in this contract.

- The successful bidder shall select and assign the necessary personnel to meet its obligations. The aforementioned personnel shall be the exclusive responsibility of the contractor, who will have all the rights and duties inherent in their capacity as an employer and shall comply with the provisions in force on matters of labour, prevention of occupational risks and social security with respect to its own staff.

The successful bidder shall ensure that there is stability in the work team and that any changes in its composition are temporary and for justified reasons, in order to avoid altering the proper functioning of the service. The successful bidder shall report any changes to CCMA, S.A.

- In relation to the workers assigned to perform this contract, the contractor company assumes the obligation to exercise the power of direction and management inherent to every employer in a real, effective and continuous manner. In particular, it shall assume the negotiation and payment of wages, the assignment of the various services to be provided, and the establishment of work timetables and shifts; the granting of leave and holidays; the substitution of workers in cases of leave or absence; its legal obligations regarding Social Security, covering contributions and paying benefits, when appropriate; its legal obligations regarding the prevention of occupational risks, the exercise of disciplinary authority, and all rights and obligations that derive from the contractual relationship between employee and employer.
- The contractor, exclusively, shall be responsible for checking the attendance and registering the working hours of its staff assigned to the performance of this contract.
- The contractor must ensure that its workers are clearly differentiated from CCMA, S.A. staff through uniform, identification, credit certificates, credentials and any other distinctive means, and the contractor's staff shall not use anagrams or logos from CCMA, S.A. on their clothing, cars and production material in general.



- The contractor shall mark the spaces and their equipment with any material means necessary for the provision of the service and to distinguish them from those of CCMA, S.A.
 - The successful bidder shall provide its employees with the necessary professional training to update the technological and professional knowledge created during the execution of the contract.
 - The contractor will be responsible for monitoring and directing the work of its employees and for their proper training for the tasks to be performed as part of the service contract. The successful bidder's workers will only receive orders from their managers who are their hierarchical superiors in the company, without being allowed to follow work orders given directly by people linked to CCMA, S.A.
 - The successful bidder undertakes to ensure the proper execution of this service to prevent the occurrence of any illegal hiring out of any of its workers assigned to the service.
 - The contractor shall appoint a general service coordinator who will be responsible for maintaining the link with the relevant person from CCMA, S.A. and for determining the organisation, suitability and operation of the contracted service, as well as directing its performance and the activities of its staff. All communication related to the execution of the service will be made exclusively between this coordinator and the contact person designated by CCMA, S.A.
 - The successful bidder will be obliged to comply with the Law on the Prevention of Occupational Risks, the regulations that derive from it and the internal rules of CCMA, S.A. in order to guarantee suitable levels of health and safety, and specifically Royal Decree 171/2004, which implements Article 24 of Act 31/1995, of 8 November, on the Prevention of Occupational Risks in matters of coordination of business activities.
 - The contractor, before the start of their activity, shall submit the Occupational Risk Prevention documentation to CCMA, S.A. Coordination of Preventive Activities platform, and keep it updated with regard to changes in the risks or in the list of workers who will take part in the service.
- b) The contractor undertakes, when providing the services specific to the service, to apply the measures intended to promote equality between men and women.
- c) The company must preferably use the Catalan language in its dealings with CCMA, S.A.
- d) Confidentiality:

The contractor shall treat the tasks and services it carries out as confidential, and will be equally responsible for ensuring that its workers assume this confidentiality. The contractor shall undertake to use the information received solely and exclusively to carry out the contracted services.

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

If applicable, bidders shall submit a non-disclosure agreement that must be necessary and proportionate to the purpose or interest that is to be protected and

must expressly and justifiably determine the documents and/or data provided which they consider confidential. General or unsubstantiated statements of a confidential nature are not accepted.

Without prejudice to the confidentiality agreement of the bidders, if information is requested it will be up to the contracting body to assess whether this qualification is proper, in accordance with the principles of publicity and transparency that govern the actions of the public sector, and to correct it if necessary, after hearing the bidders.

Under no circumstances are the financial proposal, the data of the European Single Procurement Document (ESPD) contained in public records, the data of the annexes relating to solvency and the data of the technical proposal considered confidential unless justified as confidential by the bidder.

- e) The rights and obligations arising from this contract may be transferred by the successful bidder to a third party provided that the conditions and requirements established in Article 214.2 of the LCSP are met, and provided that the personal or technical qualities of the transferor would not have been a determining reason for the award of the contract and the transfer does not result in an effective restriction of competition in the market. In any case, prior authorisation by CCMA, S.A. will be required.
- f) The successful bidder, as an essential condition in relation to the data to which it has access under the contract, is obliged 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, the implementing regulations and the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, relating to the protection of natural persons with regard to the processing of personal data and the free movement of such data.

All documentation and information derived from or accessed in rendering the services that are the subject of this contract and that correspond to CCMA, S.A. as the body responsible for processing personal data, is confidential and may not be subject to total or partial reproduction by any means or support. Therefore, it may not be processed or computerised, nor transmitted to third parties beyond the strict scope of the direct performance of the contract.

TWENTY. TRANSPARENCY

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

1. Bidders and contractors shall adopt ethically exemplary behaviour and shall act to avoid corruption in any of its possible forms.
2. In this regard – and notwithstanding those other duties linked to the principle of action mentioned in the previous point, which are derived from the ethical principles and rules of conduct to which bidders and contractors must adapt their activity – they particularly assume the following obligations:
 - a) To immediately notify the contracting body of possible situations of conflict of interest.
 - b) Not to directly or indirectly request a public official or employee to influence the awarding of the contract.

- c) Not to offer or provide personal or material advantages to public officials or employees, neither for them nor for people linked to their family or social environment.
 - d) Not to carry out any other action that may violate the principles of equal opportunities and free competition.
 - e) Not to carry out actions that put the public interest at risk.
 - f) To respect the principles of the free market and competition and refrain from any conduct intended to or which may have the effect of preventing, restricting or distorting competition, such as collusive behaviour or fraudulent competition (back-up bids, removal of bids, allocation of markets, rotation of bids, etc.). Likewise, to report any act or conduct performed with such purposes of which they might become aware related to the tender or contract.
 - g) Not to use confidential information known through the contract to directly or indirectly obtain an advantage or financial benefit in their own interest.
 - h) To observe the principles, rules and ethical standards specific to the activities, trades and/or professions corresponding to the contracted services.
 - i) To collaborate with the contracting body in the actions it carries out to monitor and/or evaluate the fulfilment of the contract, particularly by providing the information requested for these purposes.
 - j) To report acts of which they may become aware and which may lead to a breach of the obligations contained in this clause.
 - k) To observe the transparency obligations regarding staff remuneration and in relation to compliance with current labour rights legislation.
3. Failure by the bidders or the contractors to comply with any of the obligations contained in the foregoing Section 2 will be grounds for termination of the contract, without prejudice to other possible consequences provided for in legislation in force.

TWENTY-ONE. SUBCONTRACTING

The contractor company can arrange with other companies for the partial performance of the service that is covered by this contract.

The contracting company must notify CCMA, S.A. in writing of its intention to subcontract when sending the documentation relating to the technical solvency, indicating the percentage of the service that it intends to subcontract and the identity, contact details and legal representative or representatives of the subcontractor company, while also sufficiently justifying the subcontractor's ability to perform the task through reference to its technical and human elements and its experience, and confirming that the subcontractor is not affected by any prohibition to contract.

If the subcontractor company has the appropriate classification to carry out the part of the contract subcontracted to it, communication of this circumstance is sufficient to prove its suitability.

Even if consented subcontracting takes place, the successful bidder shall be considered the sole contractor for all purposes and will be liable for the performance of the contract. If any liability should originate in the provision of subcontracted services, it is the successful bidder which shall be liable first to CCMA, S.A., without prejudice to the subcontractor's joint and several liability.

During the term of the contract, the successful bidder may only change the subcontracted company with express written authorisation from CCMA, S.A. If the successful bidder should fail to comply with this obligation, CCMA, S.A. may automatically terminate the contract without having to compensate the other party in any way.

TWENTY-TWO. DATA PROTECTION

In accordance with the regulations on the protection of personal data, the parties inform each other that the personal data they provide for the formalisation and fulfilment of the contractual relationship is collected for the purpose of managing and maintaining the established relationship. The data provided will be kept as long as the contractual relationship that binds both parties is maintained and once that relationship ends the data 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.

Both parties can exercise their rights of access, rectification, deletion, opposition and portability by sending an email to the address protecciodedades@ccma.cat (to exercise these rights before the CCMA) and to the email address indicated by the successful bidder, with the reference "Data Protection" and sending the request along with a copy of the Spanish ID card or any other document that identifies the requestor. If you consider that your rights have not been properly respected, you have the right to file a claim with the competent Oversight Authority.

TWENTY-THREE. MODIFICATION OF THE CONTRACT

The contract may only be changed for reasons of public interest, in the cases and in the manner specified in this clause and in accordance with what is provided for in Articles 203 to 207 of the LCSP.

Foreseeable changes:

The modifications of the contract will be carried out in the cases and conditions detailed in **Section K of the Table of Characteristics**.

Unforeseen changes:

Modifications to the contract not provided for in this clause may only be made when the requirements and conditions provided for in Article 205 of the LCSP are met, in accordance with the procedure regulated in Article 191 of the LCSP and the particular details provided for in Article 207 of the LCSP.

TWENTY-FOUR. TERMINATION

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

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

- a) Breach of the main obligations of the contract and of other essential obligations provided they have been qualified as such in the specification.
- b) Lack of adequate quality in the performance of the planned activities that frustrate the purpose of this contract.
- c) The death or subsequent incapacity of the individual contractor or the termination of the legal personality of the contracting company.
- d) The successful bidder's declaration of bankruptcy or the declaration of insolvency in any other proceeding.
- e) Mutual agreement between the parties.
- f) Those causes expressly established in the contract.
- g) The impossibility of providing the services in the initially agreed-upon terms and when it is not possible to change the contract.
- h) Non-payment of wages during the contract by the successful bidder to the workers who are participating in the contract; non-payment of Social Security contributions or failure to pay the withholdings on account for personal income tax of the staff assigned to the service, or the breach of the terms and conditions established in the Collective Agreements in force for these workers also during the performance of the contract.
- i) The contract shall be automatically terminated when the awarded amount is consumed in its entirety.
- j) Failure to comply with ethical principles and recommended rules of conduct in public procurement.
- k) Those causes generally indicated for all contracts and specifically for each category of contract by the LCSP.

The effects and termination of the contract shall be governed by the rules of private law and in accordance with the provisions of Article 319 of the LCSP.

CCMA, S.A. will not be obliged to provide compensation for any reason if the termination of the contract is attributable to the successful bidder.

TWENTY-FIVE. APPEALS AND REMEDIES

For this contract and for the acts provided for in the LCSP, the special appeal in matters of contracting will be appropriate in the terms provided for in Article 44 et seq. of this regulation.

The special appeal in matters of procurement, prior to the filing of the contentious-administrative appeal, will be submitted to the Catalan Public Sector Contracts Tribunal within fifteen working days counted in accordance with the provisions of Article 50 of the LCSP.

Against the decision of the special appeal in matters of contracting, only a contentious-administrative appeal may be filed, in accordance with the provisions of Act 29/1998, of 13 July, regulating contentious-administrative jurisdiction. The contentious-administrative appeal will be filed before the Contentious-Administrative Court, within two months from the day after the notification of the challenged decision, without prejudice to the fact that any other appeal that is considered appropriate may be filed.

TWENTY-SIX. INVALIDITY

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

TWENTY-SEVEN. APPLICABLE LAW

The contentious-administrative jurisdiction will be competent in resolving any litigation that arises between the parties in relation to preparation, award and contractual changes, when contesting the last of these is based on the breach of the provisions of Articles 204 and 205 of the LCSP, when it is understood that said change should have been the subject of a new award.

The civil jurisdiction will be competent in resolving disputes that may arise between the parties in relation to the effects and termination of this contract.

The parties expressly waive their claims to any other jurisdiction where they may have recourse and submit to the jurisdiction of the Courts and Tribunals of the city of Barcelona.

Jerusalem, November 2024

TABLE OF CHARACTERISTICS OF THE CONTRACT

FILE NO. 2411NS01

A. PURPOSE

Description:

The purpose of this competition is the contracting by Corporació Catalana de Mitjans Audiovisuals, SA (hereinafter CCMA, SA) of the comprehensive production service for the correspondent's office located in Jerusalem, Israel.

Lots:

YES: NO: **X**

CPV code: 92221000-6

B. FINANCIAL DETAILS

B1. Estimated value of the contract: €200,000 excluding VAT.

The estimated value of the contract is broken down into the following items:

- The estimated value of the contract for the comprehensive production service is €189,000 excluding VAT.
- The estimated value of the contract for extraordinary services not initially foreseen but that may take place during the term of the contract is €11,000 excluding VAT.

B2. Maximum tender budget: €200,000 + 21% VAT = €242,000.

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

Breakdown	
Direct expenses	€160,000
Indirect expenses	€28,000
Industrial profit	€12,000
Maximum tender budget	€200,000

- Direct expenses include personnel expenses, depreciation, financial expenses, insurance and taxation.

- Indirect expenses include any necessary expenses required for normal operation of the service, as well as the company's own expenses that may have an impact on the contracted service.
- The industrial profit is 6%.

C. TERM OF THE CONTRACT

Initial term: 9 months.

Extensions:

YES:

NO: X

D. PROCESSING OF THE FILE AND THE AWARD PROCEDURE

Manner of processing: Ordinary

Award procedure: Conducted Without Advertising.

E. SOLVENCY AND BUSINESS CLASSIFICATION

E1. Selection criteria related to economic and financial and technical or professional solvency:

ECONOMIC AND FINANCIAL SOLVENCY:

Economic and financial solvency will be shown through the following documents:

1. The company's annual turnover for the best financial year from the previous 3 available financial years, depending on the start date of the company's activities, greater than or equal to €189,000.

Annual turnover will be shown by submitting the following documentation:

a) Companies that are obliged to present annual accounts:

- Approved annual accounts deposited with the Trade Registry, corresponding to each of the previous 3 financial years, including proof of deposit of the accounts with the registry.

The accounts must be reviewed by an auditor whenever and wherever they are not exempted from this obligation, a circumstance which must be accredited by appropriate means.

b) Entrepreneurs and other companies whose legal status does **not** require them to submit annual accounts:

- Corporation tax corresponding to each of the previous 3 financial years.

In any case whenever the company shows a situation of equity imbalance in the most recent accounts, a closed balance sheet must be submitted on the date of

submission of the audited liability statement that certifies that the equity balance has been restored as of that date.

- c) Individual entrepreneurs will be able to show turnover by submitting Form 390 from the Spanish Tax Agency.

TECHNICAL SOLVENCY:

Technical solvency will be shown through the following documentation:

1. A list of main services with characteristics similar to those under consideration in this contract that the bidder has provided in the last three years. The list of services must be submitted in a document in the same format as **Annex 1**.

F. CONTENTS OF THE ENVELOPES

Bidders must attach the following documents in **two files**:

- **File 1:**

- a) Accreditation of the capacity to work (**Annex 1**).
- b) Accreditation of economic and technical solvency (**Annex 2 and 3**).

- **File 2:**

1) Financial bid:

The amount of the financial bid will align with the form in **Annex 4**.

The amount will be understood as including, for all purposes, taxes and expenses of any kind levied on performance of the service, except for VAT, which will be broken down separately.

Bids that have omissions, amendments or errors that prevent clear knowledge of aspects considered essential for their evaluation will not be accepted.

2) Other automatic evaluation criteria

- Languages: The camera operator has verbal knowledge of the Arabic and Hebrew languages.
- Have in the office a live broadcast point with real views of iconic places in Jerusalem.

G. CONTRACT AWARDING COMMITTEE

The following are the members that will comprise the Contracting Board:

- President: Ignasi Jaén Viñuales, director of Legal Services.
- Member: Blanca Cot Casanovas, News and Operations Production.
- Member: Belen Samper Martínez, news production.
- Member: Montse Ollé Ortonobes, Catalunya Ràdio production.
- Member: Teresa Farre Lladó, Economic and Financial Management department.

- Secretary: Ivan Delgado Abad, Procurement and Purchasing department.
- Substitute: Marta Escudé Fornés, Procurement and Purchasing department
- Substitute: Eva Carretero Ors, Legal Services.

H. AWARD CRITERIA

Criteria:

EVALUATION CRITERIA	SCORE
Automatic criteria: Price	Up to 80 points
Other automatic criteria	Up to 20 points

Weighting/scoring:

1) Evaluation of the financial bid (up to 80 points):

The financial bid must be formulated in accordance with the form attached as **Annex 4**.

The maximum tender price is €21,000/month

The following formula will be applied to evaluate the objective criterion of the financial bid:

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

P_v = score

O_v = bid to be assessed

O_m = Best bid

P_M = maximum bid price

P = economic criterion points

V_P = Weighting value = 2

- In the event that a bidder leaves their financial bid blank, the Procurement Board will understand the price offered to correspond to the maximum tender amount.
- In the event that a bidder offers the items to be evaluated at no cost (€0), they will be awarded 0 points in that section.

If necessary, CCMA, SA, will negotiate the financial bid with the bidders in a single round after reviewing the bid.

2) Assessment of other automatic assessment criteria (Up to 20 points):

The bidder will submit their bid in accordance with the form in **Annex 5**.

- Languages: The camera operator has verbal knowledge of the Arabic and Hebrew languages. **10 points** will be awarded if the camera operator has this knowledge; otherwise **0 points** will be awarded.
- Have in the office a live broadcast point with real views of iconic places in Jerusalem. **10 points** will be awarded if the office has the live broadcast point; otherwise **0 points** will be awarded.

I. SURETY

Yes:

No: **X**

Amount: Does not apply

J. PRICE REVIEW

Yes:

No: **X**

Applicable formula: Does not apply

K. PROPOSED CONTRACT AMENDMENT

Yes:

No: **X**

L. UNIT IN CHARGE OF THE FOLLOW-UP AND EXECUTION OF THE CONTRACT

News and Operations Production

Jerusalem, November 2024

ANNEX 1

SELF-DECLARATION FORM

Mr / Mswith ID card no. as
legal representative of the company.....
..... domiciled in the city of.....
Street..... number..... postal code.....
..... with company tax ID no., telephone

DECLARES, under their responsibility:

- a) That the company they represent is legally constituted in accordance with the laws of (indicate the State)
- b) That the powers of representation of the company's representative are valid and have not been modified, restricted or limited as of today.
- c) That the company they represent has the necessary legal status and capacity to enter into the contract.
- d) That the company they represent has the financial and technical solvency requested in this contract.
- e) That the company they represent is not subject to any of the prohibitions for contracting.

And as proof thereof, before the Corporació Catalana de Mitjans Audiovisuals, SA, for the purpose of taking part in the public tender no. **2411NS01 “CONTRACTING OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE JERUSALEM CORRESPONDENT’S OFFICE OF THE TRADING COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, SA”**, signs this declaration.

Signature and company stamp.

On 2024

ANNEX 2

TECHNICAL SOLVENCY. LIST OF THE MAIN SERVICES PROVIDED

Mr/ Ms as legal representative of the company domiciled in the city of Street no.

..... with company tax ID no.

DECLARES that:

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

Name of the Service.....					
Customer company name	Start date	End date	Description	Contact person	Phone or e-mail
Name of the Service.....					
Customer company name	Start date	End date	Description	Contact person	Phone or e-mail
Name of the Service.....					
Customer company name	Start date	End date	Description	Contact person	Phone or e-mail

And as proof thereof, before the Corporació Catalana de Mitjans Audiovisuals, SA, for the purpose of taking part in the public tender no. **2411NS01 “CONTRACTING OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE JERUSALEM CORRESPONDENT’S OFFICE OF THE TRADING COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, SA”**, signs this declaration

Signature and company stamp.

In, on 2024

ANNEX 3

FINANCIAL SOLVENCY. TURNOVER FIGURES.

Mr / Ms as legal representative of
the company domiciled in the
city of Street
number postal code with company tax ID no.
.....

DECLARES that the annual turnover of the last 3 financial years is:

- Turnover year...: €.....*
- Turnover year.....: €.....*
- Turnover year.....: €.....*

**At least: € 189,000*

And as proof thereof, before the Corporació Catalana de Mitjans Audiovisuals, SA, for the purpose of taking part in the public tender no. **2411NS01 “CONTRACTING OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE JERUSALEM CORRESPONDENT’S OFFICE OF THE TRADING COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, SA”**, signs this statement.

Signature and company stamp

In, on 2024

ANNEX 4

FINANCIAL BID FORM

Mr/ Mswith ID card no. as
 legal representative of the company
 domiciled in the city of
 Street number, postal code
 with company tax ID no., and email address
 , aware of the conditions and requirements to take part in
 the public tender no. **2411NS01 “CONTRACTING OF THE COMPREHENSIVE
 PRODUCTION SERVICE FOR THE JERUSALEM CORRESPONDENT’S OFFICE OF
 THE TRADING COMPANY CORPORACIÓ CATALANA DE MITJANS
 AUDIOVISUALS, SA”**, declares that they are in a position to participate in said tender
 as a bidder.

To this end, they undertake to perform the aforementioned service on behalf of the
 company they represent, in strict compliance with the requirements and conditions listed
 therein, offering the service at the prices detailed below:

Services	Maximum price	Offered price
Comprehensive production service of the Jerusalem correspondent’s office	€21,000	€

Signature and company stamp

In, on 2024

ANNEX 5

**LIABILITY STATEMENT ON THE EVALUATION OF OTHER AUTOMATIC
ASSESSMENT CRITERIA**

Mr / Mswith ID card no. as
legal representative of the company
..... domiciled in the city of
..... Street number
..... postal code with company tax ID no.
.....

DECLARES, under their responsibility to have:

Languages: The camera operator has verbal knowledge of the Arabic and Hebrew languages.

☐ **YES**

☐ **NO**

Availability of a live broadcast point in the office with real views of iconic locations in Jerusalem.

☐ **YES**

☐ **NO**

Mark the option selected with an X

And as proof thereof, before the Corporació Catalana de Mitjans Audiovisuals, SA, for the purpose of taking part in the public tender no. **2411NS01 “CONTRACTING OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE JERUSALEM CORRESPONDENT’S OFFICE OF THE TRADING COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, SA”**, signs this statement.

Signature and company stamp.

In, on 2024