

**STATEMENT OF SPECIFIC ADMINISTRATIVE CLAUSES TO THE PROCUREMENT
OF COMPREHENSIVE SERVICES FOR THE 3CAT CORRESPONDENT'S OFFICE IN
BEIJING, CHINA**

- OPEN PROCEEDING-

FILE NO. 2511OB04

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 legal rules:

- 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/EU and 2014/24/EU, 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Public Administrations Contracts Act approved by Royal Decree 1098/2001, of 12 October, in all that is not modified or repealed by the provisions mentioned above (hereinafter, RGLCAP).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with regard to the processing of personal data and the free movement of such data and by which Directive 95/46/EC is repealed.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 successful bidder 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.**

2.1. 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 listed 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 body may commit to, and it constitutes the maximum price that can be offered by the companies competing in the tender process 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 notarial 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 process, 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 into the Trade and Companies Register when required in accordance with commercial legislation. When not required, it will be certified by means of the instrument or articles of incorporation, articles of association or founding instrument 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 certify their capacity to act by submitting their tax ID number (NIF).
3. **Non-Spanish business owners who are nationals of Member States of the European Union or signatories to the Agreement on the European Economic Area** shall accredit their capacity to act by registration in the appropriate professional or commercial registers of their Member State of establishment or by presenting a sworn declaration or one of the certifications listed in Appendix XI of Directive 2014/24/EU.
4. The capacity to act of **foreign companies from States that are not members of the European Union or signatories to the Agreement on the European Economic Area** is to be accredited by providing a report issued by the permanent diplomatic mission or consular office of Spain in the place where the company is domiciled, and the report is to state, following accreditation by the company, that they are registered in the local professional, commercial or similar register, or, if

that is not the case, that they habitually participate in local commerce within the scope of the activities covered by the object of the contract.

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 public procurement. 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, Law 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 affidavits.

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/EU, 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 in **three envelopes** and according to the number of lots indicated in **section A of the table of characteristics** until **1:00:59 PM on December 12, 2025** such that bids received later (that is, from 1:01:00 PM onwards) will be considered out of time.

Once they access the Digital Envelope web tool ("Sobre Digital") through this link, bidding companies must fill out a form to register for the tool. They will then receive a message at the email address(es) indicated in this registration form to activate the bid.

The email addresses that the bidding companies provide in the registration form for 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 they provide in their ESPD to receive e-NOTUM notifications and communications.

Bidding companies must preserve the bid activation email, since the link contained in the activation message is the only means of access they will have for submitting their bids through the Digital Envelope tool.

10.2. Upon accessing the bid submission website through the link sent, bidding companies must prepare all the required documentation and attach it in electronic format in the corresponding envelopes. Bidding companies can prepare and send this documentation in stages, before submitting the bid.

In order to initiate the submission of documentation, the tool will require bidding companies to enter a keyword for each envelope with encrypted documentation that is part of the tender (a keyword is not required for envelope A, since the documentation is not encrypted). This keyword will be used to encrypt the documentation when the bids are sent. Therefore, this encryption process is carried out by the Digital Envelope tool. Thus, bidding companies do NOT have to encrypt the files beforehand using another tool. Likewise, the decryption of the bid documents is carried out using the same keyword, which the bidding companies must keep secure. It is important to note the importance of properly safeguarding the keyword(s) (they can be the same for all envelopes or different for each one), since only the bidding companies have them (the Digital Envelope tool does not save or remember passwords entered) and they are essential for decrypting the bids and, therefore, for accessing the contents of the bid.

Bidding companies will be asked, via the email address indicated in the bid registration form for the digital envelope tool, to access the digital envelope web tool to enter their keywords at the appropriate time. Once the deadline for submitting bids has passed, bidding companies can access the web space for preparing and submitting the bid and, using the "Send keywords/Anar a enviar paraules clau" button, access the space from

which to send the keywords, without the need for any prior request or reminder from the contracting body or the electronic bidding tool.

When the bidding companies enter the keywords, the process of decrypting the documentation will begin. The documentation will be stored in a secured virtual space that guarantees it is inaccessible before the seating of the Committee, where applicable, and the opening of the envelopes on the established date and time.

In any case, the bidding companies must enter the keyword before the opening of the first encrypted envelope is completed.

If a bidding company does not enter the keyword, the contents of the encrypted envelope will not be accessible. Thus, given that the submission of bids through the Digital Envelope tool is based on the encryption of the documentation and necessarily requires that the bidding companies input their keywords—which only the companies have access to throughout the process—in order to access the encrypted content of the envelopes, the evaluation of the documentation of a bid that cannot be decrypted because the company has not entered their keyword(s) will not be possible.

Once all the documentation for the bid has been completed and the documents it comprises have been attached, the actual submission of the bid will be made. The bid is not considered submitted until it has been registered through the tool, with the corresponding log note. Once the bid has been submitted, the submitted documentation may no longer be modified.

It should be noted that the Digital Envelope tool does not permit the deletion or modification of bids once they have been submitted; this is possible at any time prior to sending the bid. In the event that a bidding company submits two or more bids for the same lot/contract within the bid submission period, intending that the later bid replace one or more previous bids, they must provide definitively confirmed notice to the contracting body and this body or, where applicable, the Contract Awarding Committee, shall assess the appropriateness of these bids.

10.3. 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. Those consequences 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 committee may grant the exclusion of the company.

The bidding companies may submit a backup copy of the submitted electronic documents via electronic physical media, 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 regard, 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 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.

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

10.5. People interested in the tender proceeding can contact 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 contractor company profile of CCMA, S.A.:

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

Interested companies may make inquiries to CCMA, S.A. until **desember 9,2025**.

10.6. 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.

10.7. 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. Any breach of these rules will result in the non-acceptance of any of the proposals the company has subscribed to.

10.8. Content of the Envelopes

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

10.9. 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 shall make up the Contract Awarding Committee of this file are those who are listed 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 effect 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 clarifications or amendments will be communicated to the company via electronic means of communication through **e-NOTUM**, which is part of the Public Procurement Services Platform

EXPERT COMMITTEE

The members who shall make up the expert committee for this file are those who are listed in **Section G of the Table of Characteristics**

The assessment of the criteria that depend on a value judgment in this contract has a greater weighting than the criteria that can be evaluated automatically and, consequently, in accordance with current regulations, a committee of experts is being assembled to assess these criteria.

If for any justified reason it is necessary to change a member of the committee, the assessment will be carried out by another expert who will join the committee, with prior given notification to the bidders.

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.

12.2 Scoring in the case of a tie:

In the event of a tie in the scores of the bids from the bidding companies, preference in the award of the contract shall be governed by the following order of precedence:

- a) The proposal of the company with the highest percentage of workers with disabilities or in a situation of social exclusion on staff of each of the companies. In the event of equality, precedence shall be given to the highest number of permanent workers with disabilities in the workforce, or the highest number of workers in inclusion in the workforce.
- b) The proposal of the company with the lowest percentage of temporary contracts in the workforce of each of the companies.
- c) The proposal of the company with the highest percentage of female employees in each of the companies.
- d) A random drawing, in the case that applying the previous criteria does not result in a tiebreaker.

12.3. Bids with abnormal or disproportionate values:

A bid will be considered to have an abnormal or disproportionate value in accordance with the criteria established in **Section H of the Table of Characteristics**.

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 breach 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, following evaluation by the Committee, shall award the contract within a maximum of 60 days 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.

The selected bidder shall provide the following documents within 10 working days from the day after receiving the communication:

A) Companies not registered in the Electronic Register of Bidding and Classified Companies of Catalonia (RELIC) or in the Official Register of Bidders and Classified Companies of the Public Sector (ROLECE).

- a) Accreditation of the bidder's capacity to act and legal personality.
- b) Accreditation of economic and financial solvency.
- c) Accreditation of technical and professional solvency.
- d) Positive certificate from the Tax Agency showing that the company is up to date with its tax obligations and has no tax debts. The date of the certificate must be after the date of communication of the award proposal sent by CCMA, S.A.
- e) Positive certificate from the Social Security Treasury showing that the company is up to date with its obligations with Social Security. The date of the certificate must be after the date of communication of the award proposal sent by CCMA, S.A.
- f) Tax on Economic Activities (IAE). The bidder put forward as the winner must submit the tax registration document in respect of the current financial year with the activity heading that matches the object of the contract, the latest tax receipt or, where applicable, a document or affidavit confirming that the bidder is covered by one of the legal cases of tax exemption.
- g) Affidavit from the successful bidder indicating the location of the servers and from where the services associated with them will be provided. The declaration shall be made in accordance with the form in **Appendix 6**.

B) Companies registered in the Electronic Register of Bidding and Classified Companies of Catalonia (RELIC) or in the Official Register of Bidding and Classified Companies of the Public Sector (ROLECE).

Companies registered in RELIC 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) Affidavit that confirms the validity of the data entered in the register and the registration summary sheet.
- b) Accreditation of technical and professional solvency.
- c) Affidavit from the successful bidder indicating the location of the servers and from where the services associated with them will be provided. The declaration shall be made in accordance with the form in **Appendix 6**.

The documentation shall be provided through the function for this purpose available on the Digital Envelope tool, through which an email will be sent to the address(es) provided by the bidding companies on the registration form. That email will contain a link through which it will be possible to access the space in the tool where the corresponding documentation is to be provided.

If the selected bidder does not appropriately comply with the requirement to submit the requested documentation within the specified period, it will be understood that the bidder has withdrawn its bid and the documentation will be requested from the next bidder, as per the order of classification of the bids.

If defects or omissions that can be corrected are detected in the documentation provided regarding the capacity to act, economic solvency and other documentation, the selected bidder will be notified so that they can correct these issues within a period not exceeding three working days.

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 invoice date. The invoice must bear a date no later than the 30th day of month in which the services were rendered and must be received by CCMA, S.A., before the fifth day of the month following the invoice date.

In accordance with the provisions of Act 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 using a qualified certificate, and must necessarily include the order number.

The format of the electronic invoice and signature must conform to the provisions of Appendix 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.

Special execution terms and conditions:

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 Appendix 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 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 affecting 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 hierarchal 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 Law 31/1995, of 8 November, on the Prevention of Occupational Risks in matters of coordination of business activities.
 - The contractor, before they begin their activity, shall submit the Prevention of Occupational Risks documentation to CCMA, S.A., via the Platform for the Coordination of Preventative Activities and shall keep it up to date in respect of changes to 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) Commitment to linguistic quality: In accordance with Law 1/1998, of 7 January, on language policy, the language of relations with the CCMA is Catalan and all communications and documentation must be in a correct, coherent and appropriate language, in accordance with current linguistic regulations.
- 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 appendices relating to solvency and the data of the technical proposal considered confidential unless justified as confidential by the bidder.

In accordance with the provisions of Article 133.2 of the LCSP, the winning company undertakes to keep secret all information relating to CCMA, S.A. to which it may have access during the execution of the contract, using it only within the framework of the contract. The winning company will not be able to use it for any other purpose nor to disclose it directly or indirectly to any unauthorised third party, undertaking to adopt all possible organisational and technical measures to effectively guarantee confidentiality of information relating to CCMA, S.A. For these purposes, the contractor guarantees that all its employees and authorised

persons who access information relating to CCMA, S.A. within the framework of the contract have committed in writing or will make such a commitment prior to their access to keep the information secret and maintain its confidentiality. The same duty of confidentiality will apply to the contractor with respect to any personal data to which it may have accidental access within the framework of the execution of the contract.

For its part, the contractor declares that it is aware that CCMA, S.A., in application of the principle of transparency, the duty of active publicity and the right of access of individuals to public information and documentation, established in Law 19/2014, of 28 December, on transparency, access to public information and good governance, and other provisions that may apply, may disseminate and publish on the corresponding transparency portals information about the formalisation of the contract, the parties entering into it, the duration, the subject matter, the services to be performed, the agreed financial obligations, the contractual modifications and any matter related to its effects, compliance and termination.

- 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 which could 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 contractor 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 believe 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 contractor 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) Impossibility of executing the provision of services in the terms initially agreed upon and when it is not possible to modify 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 procurement 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 procurement, 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 shall 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 appropriate appeal 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.

Sant Joan de Despí, november 2025

TABLE OF CHARACTERISTICS OF THE CONTRACT

FILE NO. 2511OB04

A. SUBJECT MATTER

Description:

The subject matter of this call for proposals is the procurement of comprehensive production services for the 3Cat correspondent's office in Beijing, China on the part of the Corporació Catalana de Mitjans Audiovisuals, S.A. (hereinafter, CCMA, S.A.).

Lots:

YES: NO: **X**

CPV code: 92221000-6, Television programme production services
92200000-3, Radio and television services

B. FINANCIAL DETAILS

B1. Estimated value of the contract: €900,000, VAT not included.

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

- The estimated value of the contract for the entire expected duration, including extensions, of the fixed production service is €780,000, VAT not included.
- The estimated value of the contract for the entire expected duration, including extensions, of the contingency fund to meet various needs that may arise during the term of the contract is €120,000, VAT not included.

B2. Maximum tender budget: €600,000 + 21% VAT = ~~€726,000~~

- The maximum tender budget for the fixed production service is **€520,000**, plus 21% VAT, and this yields a total of **€629,200**
- The maximum tender budget of the variable service is **€80,000**, plus 21% VAT, and this yields a total of **€96,800**

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

Breakdown	
Direct costs	€480,000
Indirect costs	€84,000
Company profit	€36,000
Maximum tender budget	€600,000

- 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%.

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

C. TERM OF THE CONTRACT

Initial term: 2 years

YES: **X**

NO:

The contract will be understood to be extended by mutual agreement for intervals of one year and up to a maximum of three years, unless one of the parties communicates to the other party, with a minimum notice of 90 days before expiry, the desire not to extend the contract.

D. PROCESSING OF THE FILE AND THE AWARD PROCEDURE

Manner of processing: Ordinary

Award procedure: Open

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 proven through the following documents:

1. Annual business turnover from the best financial year of the three most recent financial years available, as calculated from the start of the company's activities, at or above €600,000.

Annual turnover will be shown by submitting the following documentation:

- a) Companies that are obliged to file annual accounts:

- Approved annual accounts deposited with the Trade and Companies 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 proven through the following documentation:

1. Statement of main services with characteristics similar to those of the subject of the contract which have been provided by the bidder in the last three years, in accordance with the form provided in **Appendix 1**.
2. Certificates issued by public or private companies receiving the service, which certify that the service has been satisfactory.
3. Professional profiles and qualifications of the staff assigned to the recording and editing service. In order to comply with this section, bidders must take into account the conditions set out in clause 3 of the technical specifications. In particular, bidders will have to prove their experience, languages and that they have a driver's licence.
4. Statement on the company's average annual workforce over the last 3 years, accompanied by the corresponding supporting documentation.
5. Appropriate indication at the part of the contract on whether the employer intends to possibly subcontract.

F. CONTENTS OF THE ENVELOPES

1. Contents of Envelope A: General documentation.

a) Form of the **European Single Procurement Document (ESPD) which is attached as an Appendix to these specifications, through which the following is declared:**

- That the company is validly constituted and that in accordance with its

corporate purpose it can submit the tender, as well as that the person signing the ESPD holds appropriate representation rights to submit the proposal and the ESPD;

- That it meets the requirements of economic, financial, technical and professional solvency, in accordance with the minimum requirements called for in these specifications;
- That it is not subject to a prohibition on procurement;
- That it complies with the rest of the requirements established in these specifications and which can be proven through the ESPD.

Likewise, the name, surname and tax ID of the person or persons authorised to access electronic notifications must be included, as well as the email addresses and mobile phone numbers for receiving notification alerts, in accordance with clause eight of these specifications. In order to guarantee the receipt of electronic notifications, it is advised that more than one person be designated as authorised to receive them, as well as to designate several email addresses and mobile phones where notices of available notifications can be received. This information must be included in the section relating to “contact person(s)” under Part II.A of the ESPD.

In addition, the bidding companies shall indicate in the ESPD, if applicable, the information relating to the person or persons authorised to represent them in this tender. The ESPD must be submitted with an electronic signature by the person or persons who hold appropriate powers to represent the company in submitting the proposal.

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

In the event that the bidding company draws on the solvency and resources of other companies in accordance with the provisions of Article 75 of the LCSP, or intends to sign subcontracts, it must indicate this circumstance in the ESPD and another separate ESPD must be submitted for each of the companies whose solvency it draws on or that it intends to subcontract.

b) Affidavit according to the form provided in **Appendix 2 on whether the company has 50 or more employees.**

If the company has 50 or more employees, it must also provide the following certificates:

- 1) Certificate of compliance with the requirement that at least 2% of its employees are workers with disabilities, in accordance with Article 42 of Royal Legislative Decree 1/2013, of 29 November, or of having adopted any of the alternative measures provided for in Article 2 of Royal Decree 364/2005, of 8 April, which regulates the exceptional alternative compliance with the reserved quota for workers with disabilities.

- 2) Declaration of having an equality plan in accordance with the provisions of Article 45 of Organic Act 3/2007, of 22 March, for the equality of women and men.
- c) Declaration of absence of conflicts of interest for the contractor company and/or subcontractor in accordance with the form provided in **Appendix 3**.

2. Contents of Envelope B: Documentation relating to qualitative criteria.

TECHNICAL INFORMATION:

As a prerequisite to assessing the subjective criteria and as essential technical information on the technical equipment, transport, workspace and connectivity, the bidder is requested to provide the following documentation in Envelope B, **which will in no case be scored**:

The bidder must take into account the description and requirements indicated in the technical specifications to confirm suitability in the following aspects. The bidder must include the following documentation:

1. Technical material: To confirm suitability in this aspect, the bidder may provide photographs, purchase invoices, purchase commitments with proforma invoices, order documents and/or any other documentation that makes it possible to prove the existence of the material or a proven commitment to acquire it and its age.
2. Transportation: Documentation and photographs of the vehicle or transportation system suitable for the team that it will assign to the service.
3. Workspace. To prove this, the bidder must provide the address of the workspace.
4. Connectivity. To prove suitability in this aspect, the bidder may provide photographs, purchase invoices, purchase commitments with proforma invoices, order documents and any other documentation that allows the existence of the material to be proven. Also acceptable are contracts or bids with operators and technical documentation and a description of the required equipment and devices.

If the documentation provided by the bidders does not exceed the requirements indicated in the Technical Specifications for each of the aspects to be evaluated, the proposal will be considered invalid and will be excluded from the procedure on the grounds that it does not meet the minimum requirements called for in the technical specifications. CCMA, S.A., in the event of exclusion, will provide a technical report with written justification on the reasons for said exclusion.

EVALUATION:

To evaluate the subjective evaluation criteria, bidders must provide the following documentation:

- a) Collection of videos, reels and audio recordings through a link accessible by

CCMA, S.A. from where images submitted by the bidding companies can be downloaded and viewed with the work sample of the recording and editing team. The personal data and the function of each of the participants, especially the main member, must be specified. This collection of images must be captured with the camera chosen by the company. In the case of audio-only material, this must be in .mp3 format at 320 kbps CBR.

The inclusion in Envelope B of the financial bid, as well as any relevant information that could be evaluated automatically and, therefore, must be included in Envelope C, will lead to the exclusion of the bidding company when the secrecy of the bids is violated, or there is a violation of the duty not to have knowledge of the content of the documentation relating to the objective evaluation criteria before knowing the content of the documentation relating to the subjective evaluation criteria.

3. Contents of Envelope C: Documentation relating to automatically quantifiable assessment criteria.

A) Financial bid:

The amount of the financial bid shall be provided as per the form in **Appendix 4**.

The amount will be understood to cover all types of taxes and expenditures for any purpose that apply to the execution of the service, except VAT which shall be broken down separately.

Bids that have omissions, amendments or errors that prevent a clear understanding of what is considered essential to evaluating the offers will not be accepted.

B) Other automatically quantifiable assessment criteria:

The proposal for quantifiable values shall follow the form provided in **Appendix 5**.

G. CONTRACT AWARDING COMMITTEE

The following are the members that will comprise the Contract Awarding Committee:

- Chairman: Ignasi Jaén Viñuales, director of Legal Services.
- Member: Blanca Cot, head of current affairs production and television media operations.
- Member: Montse Ollé Ortonobes, head of radio productions.
- Member: Jordi Luna, usage area.
- 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.
- Substitute: Belen Samper, production of television news programmes.

H. AWARD CRITERIA

Criteria:

EVALUATION CRITERIA	SCORE
Qualitative criteria	Up to 24
Automatic criteria: Price	Up to 40
Other automatic criteria	Up to 36

Weighting/scoring:

1) Evaluation of qualitative criteria:

Evaluation of the images/audio recordings by the recording and editing team (Up to 24 points)

The following images and audio recordings submitted by the bidding companies with the work sample from workers assigned to the service will be evaluated:

1. Edited video of a maximum of one minute and thirty seconds in length with informative, news-type content (Up to 5 points).

The informative video must be a maximum of 1'30" in duration. The pace will be taken into account, as the video must be informative. It must also be well-structured and the editing of the shots must follow coherent standards (for example, not putting two general shots next to each other or two panning shots). The shots must have proper light and colour levels, and the capture and level of ambient sound and insert audio must also be appropriate. The insert audio shall go through Ch1 and the ambient sound through Ch2. It will also be assessed whether the panning shots, interviews and changes in aperture and white balance from indoors to outdoors are properly executed. Additional music or images that have not been recorded by the proposed operator may not be used.

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

2. Two panning shots recorded with a shoulder-mounted camera, in horizontal format and in vertical format (Up to 2 points).

The panning shots mentioned in this section must be made without using a tripod. The stability and deliberateness of the movements will be assessed, that is, what does the panning shot show at the beginning, through its course and at the end. Excessive instability will be negatively assessed and 0 points will be awarded if any support is used to improve stability; the setup must be operator + camera.

3. Recording of a seated interviewee, with appropriate lighting and mics (Up to 3 points).

The interview will be assessed for lighting and proper sound capture. Mere recording is not enough; there must be an aesthetic intention. At the same time, the composition of the scene will also be assessed. That is, all the elements that make up the frame will be taken into account. This means that elements that may distort or divert attention from the interview will be grounds for a negative assessment. All interviews that do not have at least one front light and one back light will receive a score of 0 points.

4. **Recording a sequence shot with a shoulder-mounted camera that begins in a daylight exterior and ends in a warm-lit interior (or vice versa), with the corresponding filter change (Up to 2 points)**

This section will assess the operator's ability to adapt the filter and iris when moving from outdoors to indoors. Proposals in which this change is least noticeable will be given the highest rating. Recordings in which the temperature and diaphragm of the exterior and interior do not require a change of filter and iris will be considered incorrect, and therefore 0 points will be awarded in this section. The recording will be considered excellent if the adaptation is imperceptible.

5. **One-minute reel and raw originals recorded in 9:16 with someone talking, edited and raw. This must be recorded with a MoJo-type device (iPhone 15 Pro Max or similar device with the same characteristics). (Up to 4 points)**

Recording a reel in 9:16 format with MoJo (iPhone 15 Pro Max or similar device with the same characteristics). It must be recorded and edited in a way suitable for social media and with the corresponding subtitles.

The quality of the image and sound, the rhythm of the editing, the intentionality and that it is recorded and edited in a way suitable for social media, not television: avoiding general or moving shots. It must open with an image or insert that arouses interest. It must be properly subtitled (maximum two lines) and the translation must not be literal.

6. **Stand-up with a person who is appropriately lit and microphoned. Day version and night version. The stand-up must be done with a tripod and be properly centred (Up to 4 points)**

The proper lighting of the person doing the stand-up will be assessed, as well as the framing, which must be with the journalist in the centre. Proper sound recording will also be assessed. A shot with an element identifying the news item to which the journalist is referring will be considered as correct.

7. **Edited audio recording of up to one and a half minutes in duration of a long news report to be broadcast on an informative news programme. It must follow standards of pacing and clarity, and it must include the voice of the announcer and also four or more short voice clips from eye witnesses. The changes and musical endings must have a "fade out and fade in" and the end of the piece must also have a musical beat (Up to 3 points)**

It will be evaluated whether the audio clips come one after the other and are separated by a brief sound effect that improves the rhythm. An assessment will also be made of whether the arrangement of the clips follows a standard that does not interfere with the narrative of the report and that each clip is very short in duration, in accordance with the totality of the piece. There will also be an evaluation of whether there is a musical background to the journalist's narration and the voiceovers, while not interfering with the main narration, and if there is even a second musical change.

8. **Edited audio up to 35 seconds long with informative, news-type content.** This must be a **short version of the previous audio recording** for an hourly bulletin format, without musical enhancement. It must contain a fragment of the sequence of clips already used in the first piece. The piece can end with this series of short clips and no final musical beat is needed **(Up to 1 point)**

There will be an evaluation of whether the audio clips are placed in sequence and that the clips used in the long news report are separated from each other by a brief sound effect that improves the flow. An assessment will also be made of whether the arrangement of the clips follows a standard that does not interfere with the narrative of the report and that each clip is very short in duration, in accordance with the totality of the piece.

Audio recordings that exceed the indicated duration will not be evaluated and will be awarded 0 points in this section.

No collection of videos will be accepted in which the person who recorded and edited the images is not identified. The person who records the images must be the same as the person who edits them.

Failure to comply with the condition indicated in the previous paragraph may result in disqualification from the proceeding.

Proposals that do not reach a minimum of 14 points in the subjective evaluation criteria section will be disqualified from the procedure and the objective evaluation criteria of their bid will not be assessed.

Evaluation of the proposals:

The proposals will be assessed from best to worst based on their characteristics, their greatest suitability for executing the object of the contract and how they compare with the rest of the bids.

The bids will be assigned a rating between 0 and 10 and will be awarded the points that, per weighting, accrue to them according to the formula:

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

where **P** is the score to be obtained, **N** is the maximum score of the criterion, **Ov** is the

rating between **0** and **10** assigned to the bid being scored and **10** is the maximum rating.

2) Evaluation of the financial bid (up to 40 points):

2.1 The financial bid, **subject to evaluation**, is to be prepared according to the form attached as **Appendix 4**.

The maximum tender price for the comprehensive service for the initial period of 2 years is €520,000, VAT not included.

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 = 4

- In the event that a bidder should leave their financial bid blank, the Contract Awarding Committee will understand the price offered to correspond to the maximum tender amount.
- In the event that a bidder provides no cost (€0) in respect of items to be assessed, 0 points will be awarded for that section.
- In the event that a bidder exceeds the maximum bid amount for any of the aspects to be assessed, they will be disqualified from the bid.

2.2. Mandatory extraordinary services not subject to assessment

The bidder must submit a financial proposal, and the bidder is required to offer all the services listed below:

ENG service (filming and editing) 1 day. (up to 10 hours)
ENG service (filming and editing) ½ day. (up to 5 hours)
ENG service (filming and editing) Extra hour

ENG service (filming and editing) + Live with backpack 1 day. (up to 10 hours)
ENG service (filming and editing) + Live with backpack ½ day. (up to 5 hours)
ENG service (filming and editing) + Live with backpack. Extra hour
Comprehensive audio service (including material and technical assistance) to conduct radio interviews with correspondent + 2 guests* (up to 10 hours)
Comprehensive audio service (including material and technical assistance) to conduct radio interviews with correspondent + 2 guests* (up to 5 hours)

- In the event a bidder provides no response to or offers €0 for one of these non-evaluable items, the Contract Awarding Committee will understand that the price being offered is the maximum amount.

The complete audio service must include:

Complete service for conducting interviews with CCMA, S.A. correspondent and up to two guests:

- Individual microphones and headphones will be required for each of them.
- An external audio mixer to balance the microphones will be required. This mixer must be able to operate on batteries for outdoor shooting situations.
- It will be necessary to provide a headphone distributor to serve the three participants. This distributor must be able to operate on batteries for outdoor shooting situations.
- Technical assistance support for audio will be required for editing and operation.

Additional technical material to be supplied (apart from what the correspondent will usually have):

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

The maximum prices for each special service are listed in Appendix 4.

2) Evaluation of other automatically evaluated criteria (Up to 36 points):

The bidder must complete **Appendix 5** by marking **Yes** or **No** in the following sections:

- The correspondent's workspace is located in a newsroom shared with other international media outlets to promote work synergies. **(up to 7 points)**
 - Space shared by 1-2 media outlets: 1.5 points.

- Space shared by 3-4 media outlets: 3.5 points.
 - Space shared by more than 4 media outlets: 7 points.
- The correspondent has a private work office. **3 points**
- The bidding company has a space in its facilities set up for radio interviews with up to 2 guests and the 3Cat correspondent or journalist on site, if applicable. **2 points**
- The bidding company has at its facilities, in the case of special programmes and/or coverage, a radio studio or a fully equipped space for up to a maximum of 10 people, with connectivity and the acoustic installations necessary to produce a live radio programme. **2 points**
- The bidding company has a TV studio with three cameras in its facilities that allows interviews with up to two guests and the 3Cat correspondent or journalist on site, if applicable. **2 points**
- The bidding company will make other cinema-type camera models available for the contract (e.g.: FS7, AlfaSIII, FX9 or similar). **1 point**
- That the bidding company make available to CCMA, S.A. a backpack server with two outputs to make it possible to receive two simultaneous transmissions (backpack/Mojo or 2 backpacks). **1 point**
- Access to current images from the Asia-Pacific region that CCMA, S.A. can use in all its broadcasting windows on TV, radio, digital platforms and social media.
 - If access to the images is local to the correspondent office: **6 points**
 - If access to the images is local to the correspondent office and they can be remotely accessed from any point outside the correspondent office: **9 points**

If the bidder does not have access to current images described in this section, the bidder will receive **0 points**

- Access to archive images from the Asia-Pacific region that the CCMA can use in all its broadcast windows on TV, radio, digital platforms and social media.
 - If access to archive images is local to the correspondent: **6 points**
 - If access to the archive images is local to the correspondent office and they can be accessed remotely from any point outside the correspondent office: **9 points**

If the bidder does not have access to the archive images described in this section, the bidder will receive **0 points**

Each of the points must be duly accredited through photographs, purchase and/or proforma invoices, video or any other confirmation mechanism according to each item.

Bids with abnormal or disproportionate values:

In relation to the criterion of the financial bid, when a bid is less than 20% of the average of the bids submitted, then in accordance with the provisions of Article 149 of the LCSP, the Contract Awarding Committee will conclude, where appropriate, that this proposal cannot be fulfilled as a result of the inclusion of abnormal or disproportionate values.

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

In this case, the Contract Awarding Committee shall request from the affected company a report justifying the viability of its bid, which must be delivered within a maximum period of five working days following notification. In view of this report and that prepared by the technical services of CCMA, S.A., the Contract Awarding Committee may declare the bid abnormally low and, therefore, exclude it from the classification.

Requests for justification shall be made through the feature for this purpose in the Digital Envelope tool, through which an email will be sent to the address(es) indicated by the bidding companies on the registration form. The email will contain a link through which the space for providing the additional documentation can be accessed.

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

I. SURETY

Yes:

No: **X**

Amount: Not applicable

J. PRICE REVIEW

Yes:

No: **X**

Applicable formula: Not applicable

K. PROPOSED CONTRACT AMENDMENT

Yes:

No: **X**

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

News and Operations Production

Sant Joan de Despí, november 2025

APPENDIX 1

TECHNICAL SOLVENCY. LIST OF THE MAIN SERVICES PERFORMED

Mr / Ms as legal representative of
 the company with its registered
 office in the city of (number and street name)
 with company tax ID no.

DECLARES that:

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

Name of the provided service.....					
Name of the client company	Start date	End date	Description	Contact person	Phone number or email

Name of the provided service.....					
Name of the client company	Start date	End date	Description	Contact person	Phone number or email

Name of the provided service.....					
Name of the client company	Start date	End date	Description	Contact person	Phone number or email

And for the record, before CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS,
 S.A., for the purpose of taking part in the public call for tenders no. **25110B04**
“PROCUREMENT OF COMPREHENSIVE PRODUCTION SERVICE FOR THE 3CAT
CORRESPONDENT’S OFFICE IN BEIJING, CHINA”, signs the present declaration.

Signature

In, on 2025

APPENDIX 2

AFFIDAVIT ON THE NUMBER OF WORKERS

Mr / Mswith ID card no. as legal
representative of the company
with its registered office in the city of (number
and street name) postal code
..... with company tax ID no.

DECLARES, under their responsibility:

1. That the company they represent has 50 or more employees

☐ **YES**

☐ **NO**

If so, this affidavit is accompanied by the certificates indicated in clause F, section b), of the Table of Characteristics.

And for the record, before CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A., for the purpose of taking part in the public call for tenders no. **2511OB04** “**PROCUREMENT OF COMPREHENSIVE PRODUCTION SERVICE FOR THE 3CAT CORRESPONDENT’S OFFICE IN BEIJING, CHINA**”, signs this declaration.

Signature

In, on 2025

APPENDIX 3

FORM FOR DECLARATION OF ABSENCE OF CONFLICTS OF INTEREST FOR THE CONTRACTOR AND/OR SUBCONTRACTOR COMPANY

Mr / Mswith ID card no. as legal
representative of the company
with its registered office in the city of (number
and street name) postal code
..... with company tax ID no.

I DECLARE:

One. That I am fully aware of the specifications governing the contract in question, as well as the regulations applicable thereto, and that I am aware that Article 61.3, "Conflict of interest", of Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council, of 18 July (EU Financial Regulation) establishes that there is a conflict of interest when the impartial and objective exercise of functions is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest.

Two. That I am aware of Article 64, "Fight against corruption and preventing conflicts of interest", of Law 9/2017, dated 8 November, on public sector contracts, which defines conflict of interest as "any situation in which personnel at the service of the contracting body who also participate in the development of the tender procedure or may influence its outcome, directly or indirectly have a financial, economic or personal interest that may appear to compromise their impartiality and independence in the context of the tender proceeding". 48/55

Three. That neither I nor, where applicable, the legal entity I represent is in any situation that could compromise compliance with the obligations required for participation in the procurement proceeding, nor that could compromise compliance with these obligations in the event of being awarded the contract.

Four. That neither I nor, if applicable, the legal entity I represent,

is in a situation of conflict of interest, in accordance with the definition of Article 61 of the EU Financial Regulation, which may hinder or compromise in any way the fulfilment of the obligations set out in the previous section.

Five. That the administrators, representatives and other persons with decision-making capacity or control over [legal entity] are not in the conflict situation defined in the fourth section.

Six. That I undertake to inform the contracting body, without delay, of any situation of conflict of interest that compromises or may compromise compliance with the aforementioned obligations.

Seven. That I have provided true, accurate, and complete information within the framework of this file, and that I am aware that falsity in this declaration and the information provided entails the contractual, administrative or judicial consequences established by the applicable regulations and the contractual documentation.

And for the record, before CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A., for the purpose of taking part in the public call for tenders no. **2511OB04** “**PROCUREMENT OF COMPREHENSIVE PRODUCTION SERVICE FOR THE 3CAT CORRESPONDENT’S OFFICE IN BEIJING, CHINA**”, signs this declaration.

Signature

In, on 2025

APPENDIX 4

FINANCIAL BID FORM

Mr / Mswith ID card no. as legal representative of the company with its registered office in the city of (number and street name), postal code with company tax ID no., and email address, is aware of the conditions and requirements to take part in the public tender no. **2511OB04 “PROCUREMENT OF COMPREHENSIVE PRODUCTION SERVICE FOR THE 3CAT CORRESPONDENT’S OFFICE IN BEIJING, CHINA”**, states that the company is in a situation permitting it to stand as a bidder in the call for proposals in question.

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:

1. Comprehensive service price:

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

* *Maximum bid price: €520,000*

2. Price of required special services not subject to assessment:

Item	Maximum price	Offer
ENG service (filming and editing) 1 day (up to 10 hours)	€700	
ENG service (filming and editing) ½ day (up to 5 hours)	€500	
ENG service (filming and editing) Extra hour	€35	
ENG service (filming and editing) + Live with backpack 1 day. (up to 10 hours)	€900	
ENG service (filming and editing) + Live with backpack ½ day. (up to 5 hours)	€600	
ENG service (filming and editing) + Live with backpack. Extra hour	€35	
Comprehensive audio service (including material and technical assistance) to conduct radio	€400	

interviews with correspondent + 2 guests* (up to 10 hours)		
Comprehensive audio service (including material and technical assistance) to conduct radio interviews with correspondent + 2 guests* (up to 5 hours)	€300	

Signature

In, on 2025

APPENDIX 5

OTHER AUTOMATICALLY EVALUATED CRITERIA

Mr / Mswith ID card no. as legal
representative of the company
with its registered office in the city of (number
and street name) postal code
..... with company tax ID no.

declares that the company will include the following services in its proposal:

- That the correspondent's workspace is located in a newsroom shared with other international media outlets to promote work synergies:

YES ☐ NO ☐

If the answer is yes, mark one of the three options.

- Space shared by 1-2 media outlets:

YES ☐ NO ☐

- Space shared by 3-4 media outlets:

YES ☐ NO ☐

- Space shared by more than 4 media outlets:

YES ☐ NO ☐

- The correspondent has a private work office:

YES ☐ NO ☐

- The bidding company has a space in its facilities set up for radio interviews with up to 2 guests and the correspondent or 3Cat journalist on site, if applicable:

YES ☐ NO ☐

- The bidding company has at its facilities, in the case of special programmes and/or coverage, a radio studio or a fully equipped space for up to a maximum of 10 people, with connectivity and the acoustic set up necessary for the production of a live radio programme:

YES ☐

NO ☐

- The bidding company has a TV studio on its premises with three cameras installed that allows interviews with up to 2 guests and the correspondent or 3Cat journalist on site, if applicable.

YES ☐

NO ☐

- The bidding company makes other cinema-type camera models available for the contract (e.g.: FS7, AlfaSIII, FX9 or similar).

YES ☐

NO ☐

- The bidding company makes available to the CCMA a backpack server with two outputs making it possible to receive two simultaneous transmissions (backpack/MoJo or 2 backpacks).

YES ☐

NO ☐

- Access to current images from the Asia-Pacific region that CCMA, S.A. can use in all its broadcasting windows on TV, radio, digital platforms and social media.

YES ☐

NO ☐

If the answer is yes, select one of the two options:

- If access to the images is local to the correspondent office:

YES ☐

NO ☐

- If access to the images is local to the correspondent office and they can be remotely accessed from any point outside the correspondent office:

YES ☐

NO ☐

- Access to archive images from the Asia-Pacific region that the CCMA can use in all its broadcast windows on TV, radio, digital platforms and social media.

YES ☐ NO ☐

If the answer is yes, select one of the two options:

- If access to archive images is local to the correspondent:

YES ☐ NO ☐

- If access to the archive images is local to the correspondent office and they can be accessed remotely from any point outside the correspondent office:

YES ☐ NO ☐

And for the record, before Corporació Catalana de Mitjans Audiovisuals, S.A., for the purpose of taking part in the public tender process no. **2511OB04 “PROCUREMENT OF COMPREHENSIVE PRODUCTION SERVICE FOR THE 3CAT CORRESPONDENT’S OFFICE IN BEIJING, CHINA”**, signs this declaration.

Signature

In, on 2025

APPENDIX 6

AFFIDAVIT ON THE LOCATION OF SERVERS AND THEIR ASSOCIATED SERVICES

Mr / Mswith ID card no. as legal representative of the company with its registered office in the city of (number and street name) postal code with company tax ID no.

DECLARES, under their responsibility:

2. That the company they represent has servers that will process the data transferred and to which it has access, which are located in the city/town of
3. That the services associated with the servers will be provided in the city/town of
4. That it undertakes to immediately communicate to CCMA, S.A. any change in the location of the servers and the place of provision of the associated services.
5. That it will subcontract the servers and/or services associated with them to third parties:
☐ **YES**
☐ **NO**

If yes, please provide:

- Name or business profile of the subcontractor:

And for the record, before CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A., for the purpose of taking part in the public call for tenders no. **2511OB04** “**PROCUREMENT OF COMPREHENSIVE PRODUCTION SERVICE FOR THE 3CAT CORRESPONDENT’S OFFICE IN BEIJING, CHINA**”, signs this declaration.

Signature

In, on 2025