

SPECIFIC ADMINISTRATIVE CLAUSES FOR THE CONTRACTING OF ANALYSIS AND CONSULTANCY SERVICES FOR THE TRANSFORMATION OF 3CAT

- NEGOTIATED PROCEDURE WITHOUT PUBLICATION-

FILE NO. 2512NS02

ONE.- LEGAL FRAMEWORK

1.1. The contract is governed by these administrative clauses and the technical specifications, the clauses shall form an integral part of the contract. In addition, it is governed by the following legal rules:

- a) Act 9/2017, of 8 November, on public sector contracts, which transposes Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council, of 26 February 2014, into Spanish law (hereinafter, LCSP).
- b) Decree Law 3/2016, of 31 May, on urgent measures in matters of public procurement.
- c) Royal Decree 817/2009, of 8 May, which partially implements Act 30/2007, of 30 October, on public sector contracts (hereinafter, RD 817/2009).
- d) General Regulations of the Public Administrations' Contracts Act approved by Royal Decree 1098/2001, of 12 October, insofar as not amended or repealed by the aforementioned provisions (hereinafter, RGLCAP).
- e) Organic Act 3/2018, of 5 December, on the protection of personal data and 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 on the free movement of such data, and repealing Directive 95/46/EC.
- g) Order PDA/21/2019, of 14 February, which sets out the electronic notification system of the Administration of the Government of Catalonia and its public sector.
- h) Royal Decree 203/2021, of 30 March, approving the Regulations on the performance and operation of the public sector by electronic means.

Additionally, it is also governed by the rules applicable to public sector contracts within the scope of Catalonia and by the applicable sector regulations.

1.2. Lack of knowledge of the clauses of the contract in any of their terms, of the other contractual documents that form part of it, or of the instructions or other rules applicable to the performance of the agreed-upon subject matter, does not exempt the awarded company from the obligation to comply with them.

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 specifications.**

2.2. The lots into which the subject matter of the contract is divided are identified in **section A of the table of specifications.**

2.3. The expression of the coding which corresponds to the nomenclature of the Common Procurement Vocabulary (CPV) is that contained in **section A of the table of specifications**.

THREE.- FINANCIAL DATA OF THE CONTRACT

3.1. The estimated value of the contract is that indicated in **section B.1 of the table of specifications**.

3.2. The maximum bid amount is that indicated in **section B.2 of the table of specifications**. This is the maximum spending limit (including VAT) that, under this contract, the contracting authority may commit, and constitutes the maximum price that companies participating in the tender for this contract can offer.

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

FOUR.- DURATION OF THE CONTRACT

The duration of the contract is that established in **section C of the table of specifications**. The time frames for provision of services shall begin on the day stipulated in the contract. If none are stipulated specifically, they shall begin from the date of formalisation of the contract.

The contract may be extended if so, provided in **section C of the table of specifications**.

FIVE.- PROCESSING OF THE FILE AND AWARD PROCEDURE

The method of processing the file and the contract award procedure are those set out in **section D of the table of specifications**.

SIX.- CAPACITY TO CONTRACT

Natural or legal persons, whether Spanish or foreign, who have full capacity to act, are not subject to any of the circumstances described in Article 71 of the Public Sector Contracts Act (LCSP) and can prove their economic, financial, technical and professional solvency may enter into the contract.

The bidders must be professionally qualified to carry out the activity that constitutes the subject matter of the contract as stated in their by-laws or founding instruments.

CCMA, SA may enter into contract with Joint Ventures temporarily constituted for this purpose, without it being necessary to formalise these in a public deed until the award has been made to them. These firms shall be jointly and severally liable to CCMA, SA and they must appoint a sole representative or attorney-in-fact of the venture with sufficient powers to exercise the rights and fulfil the obligations arising from the contract

until its termination, without prejudice to the existence of joint powers that the companies may grant for collections and payments of significant amounts.

For the purposes of the tender, firms wishing to participate as part of a temporary joint venture must indicate the names and circumstances of its constituent members and the business share of each one, as well as that they assume the commitment to formally constitute themselves as a temporary joint venture if they are awarded the contract. In temporary joint ventures, each member must prove their capacity and solvency in accordance with the provisions of these specifications. For the purposes of determining the solvency of the joint venture, the accredited characteristics for each of its members are cumulative.

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

SEVEN.- PROOF OF THE CAPACITY TO ACT

Bidders shall provide proof of their **capacity to act** as set out below:

1. **Spanish companies which are legal entities** shall accredit their capacity to act via:
 - The deed of incorporation or amendment registered with the Companies House, when this is required in accordance with commercial legislation. When it is not, capacity to act shall be accredited by means of the deed or document of incorporation, by-laws or founding instrument, which contain the rules that regulate its activity as registered, where applicable, in the corresponding official register.
 - The company's tax identification number (NIF).
 - Document proving the power of representation through public deed when appearing or signing on behalf of another.
 - National Identity Document of the person signing the offer.
2. **Spanish companies which are natural persons** shall prove their capacity to act by presenting their 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 through a declaration signed by the company's representative.
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** shall accredit their capacity to act through a declaration signed by the company representative.

EIGHT.- PROOF OF SOLVENCY

8.1. Companies must prove that they meet the minimum solvency requirements detailed in **section E.1 of the table of specifications**.

8.2. The bidding companies may draw on the capacities of other entities for the performance of the contract, regardless of the legal nature of the links they have with these other companies, in order to prove their economic, financial, technical and

professional solvency, provided that these entities are not subject to a prohibition on contracting and that the bidding companies demonstrate that they shall, throughout the duration of the performance of the contract, have effectively the necessary resources by submitting a written commitment from the aforementioned entities to this effect.

However, with respect to the criteria relating to academic and professional qualifications and professional experience, companies may only draw on the capabilities of other entities if these entities provide the services for which the aforementioned capabilities are necessary.

Under the same conditions, temporary joint ventures may rely on the capabilities of the participants in the venture or other entities.

NINE.- ELECTRONIC MEANS OF COMMUNICATION

9.1. In accordance with the fifteenth additional provision of the LCSP, the processing of this tender involves sending notifications and communications related thereto by exclusively electronic means.

However, communication by email may be used for matters other than those relating to essential elements--that is, specifications and offers--leaving the content of the communication duly documented.

9.2. Communications and notifications made during the contracting procedure and during the term of the contract shall be made by electronic means via the **e-NOTUM** notification system, as per the LCSP, Act 39/2015, dated 1 October, on the common administrative procedure of public administrations and Order PDA/21/2019, dated 14 February, which determines the electronic notification system of the Administration of the Government of Catalonia and its public sector. For these purposes, notices regarding the availability of notifications and communications shall be sent to the email addresses and mobile phones provided by the companies for this purpose in the ESPD or affidavits.

The deadlines calculated from notification shall run from the date of sending the notification notice, provided the act subject to notification has been published on the same day in the contracting authority's contractor profile.

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

Regarding foreign European Union certificates, qualified certificates shall be accepted in any country of the European Union in accordance with Article 25.3 of Regulation (EU) 910/2014/EU on electronic identification and trust services, mentioned above, which provides that "a qualified electronic signature based on a qualified certificate issued in a Member State shall be recognized as a qualified electronic signature in the other Member States".

TEN.- SUBMISSION OF BIDS

10.1. Companies may submit their bids solely by electronic means to the Public Procurement Platform of the Government of Catalonia from the contractor profile of CCMA, SA.

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

Proposals may be submitted until 1:00:59 PM on the 18th of December, 2025, and thus bids received later (that is, at 1:01:00 PM onwards) shall be considered extemporaneous.

The content of the proposals is as indicated in **section F of the table of specifications**.

10.2. The bids submitted must be free of computer viruses and any type of harmful program or code, since under no circumstances can documents affected by a virus be opened with the institutional tools of the Government of Catalonia. Thus, it is the responsibility of the contracting companies to run the documents through an antivirus software and, in the event that documents from their bids arrive with viruses, it shall be their responsibility to ensure that the Administration cannot access their content.

In the event that any document presented by the bidding companies is damaged, blank or illegible or is affected by a computer virus, the Procurement Board shall assess, depending on which documentation is affected, the legal consequences which may arise from the impossibility of accessing the content of any of the documents in the offer, as concerns the participation of this company in the proceeding. In the event that the documents are essential for understanding or assessing the bid, the Board may grant the exclusion of the company.

Bidding companies may submit an electronic backup copy of the documents submitted on electronic physical media, which shall be requested from the bidding companies if necessary, so that it is possible to access the content of the documents in the event that they are damaged. In this sense, it is important to highlight the importance of not manipulating these files so as to not modify their digital fingerprint, as this shall be checked to ensure correspondence between documents in the backup copy sent via electronic physical support, and those sent in the offer through the Digital Envelope tool. Likewise, it must be taken into account that this copy cannot be used in the event of having sent documents with viruses through the Digital Envelope tool, given the technical impossibility in these cases of comparing digital fingerprints and, therefore, guaranteeing that the bids are not modified once the submission period has ended.

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

10.4. Parties interested in the tender procedure may contact CCMA, SA to request clarifications on the specifications or other documentation, using the questions-and-answers section of the notice board of the virtual tender space. These questions and answers shall be public and accessible on the notice board, located in the CCMA, SA contractor profile:

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

Interested companies may submit queries to CCMA, SA until the **15th** of the month of **December** in the year **2025**.

10.5. The proposals are confidential and their submission implies the unconditional acceptance by the bidding company of the content of these specifications, as well as of the technical specifications. It also constitutes authorisation for the Board and the contracting body to consult the data collected in the Electronic Register of Bidding Companies of the Government of Catalonia or the Official Register of Bidders and Classified Companies in the Public Sector, or the official lists of economic operators of a Member State of the European Union.

10.6. Each bidding company may not submit more than one proposal. Nor can a bidding company sign any proposal in a joint venture with other companies if they have done so individually or appear in more than one joint venture. Breach of these rules shall result in the non-admission of any of the proposals the company has signed.

10.7. Act of opening

The act of opening the proposals shall be conducted via **electronic means** in all its phases and therefore it shall not be held in a public event.

ELEVENTH.- PROCUREMENT BOARD

The members who shall constitute the Contracting Board for this file are those indicated in **section G of the table of specifications-**

The Procurement Board shall score the documentation contained in the Envelopes and, should it observe defects that can be corrected, or if clarifications or amendments and negotiation of the bid are needed, it shall communicate this to the bidding companies concerned so that they can amend or correct the proposal within a period of three days.

The Procurement Board may request and accept the clarification or correction of errors in the bids when they are of a documentary or formal nature, when they are not substantial and do not prevent the meaning of the bid from being understood. Clarification or correction of errors in the bids shall only be permitted provided it does not involve any modification or specification of the bid, in order to guarantee the principle of equal treatment among bidding companies.

Once, if applicable, the defects in the documentation contained in the Envelopes have been corrected, the Board shall evaluate the documentation and determine the companies admitted to the tender and those excluded, as well as, where applicable, the grounds for exclusion.

Requests for clarifications or amendments and negotiation shall be made through the feature that the Digital Envelope tool has for this purpose, through which an email shall be sent to the address or addresses indicated by the bidding companies in the registration form, containing a link to access the space of the tool in which they must provide the corresponding documentation.

These requests for amendment or clarification and negotiation shall be communicated to the company by electronic communication through e-NOTUM, which is part of the Public Procurement Services Platform.

TWELVE.- EVALUATION OF THE PROPOSALS

12.1. For the evaluation of the proposals and the determination of the best offer, the award criteria established in **section H of the table of specifications** shall be followed.

THIRTEEN.- WAIVER AND WITHDRAWAL

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

It may also withdraw from the procedure, before the formalisation of the contract, when an irremediable infringement of the rules governing the preparation of the contract or the award procedure is identified.

In both cases, the bidding companies shall be compensated for the duly justified expenses they have incurred.

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

FOURTEEN.- AWARDING THE CONTRACT

The contracting body, after assessment by the Board, shall award the contract within a maximum period of 15 days from the day after the proposals are opened.

During this period, CCMA, SA may request from the competing companies any additional information and clarifications it deems appropriate.

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

FIFTEEN.- DOCUMENTATION PRIOR TO FORMALISATION OF THE CONTRACT

CCMA, SA shall notify the selected bidder of the proposed award through the feature that the Digital Envelope tool has for this purpose.

This request shall be made by electronic notification through **e-NOTUM**, which is part of the Public Procurement Services Platform.

SIXTEEN. DEFINITIVE GUARANTEE DEPOSIT

16.1. The amount of the definitive guarantee deposit is that indicated in **section I of the table of specifications**.

16.2. Guarantee deposits can be provided in any of the following forms:

- a) In cash or in public debt securities, subject to, in each case, the conditions established by legal rules. Cash and certificates of immobilisation in respect of the listed securities must be deposited in the General Deposit Box of the General

Treasury of the Government of Catalonia or in the deposit boxes of the regional treasuries.

- b) By means of a surety bond, provided in the form and conditions established by regulation, from any of the banks, savings banks, credit cooperatives, financial credit establishments and mutual guarantee societies authorised to operate in Spain, which must be deposited in any of the establishments mentioned in section a).
- c) By means of a surety insurance contract with an insurance company authorised to operate in the manner and subject to the conditions established by legal rules. The insurance certificate must be delivered to the establishments indicated in section a).

16.3. In the case of a temporary joint venture, the definitive guarantee deposit may be constituted by one or several of the participating companies, provided that in total it reaches the amount required under section 16.1 and jointly and severally guarantees all the companies forming part of the temporary joint venture.

16.4. The definitive guarantee deposit corresponds to the items set out in Article 110 of the LCSP

16.5. In the event of total or partial redemption or replacement of the securities constituting the guarantee, the awarded company is required to replenish them in the amount necessary so that the value of the guarantee does not decrease for this reason, and there must be documented evidence of said replenishment.

16.6. When, as a result of the modification of the contract, its total value changes, the guarantee as provided must be adjusted to the amount necessary to maintain the due proportion between the guarantee and the budget of the contract in force at any given time. This adjustment must be made within a period of fifteen days from the date on which the company is notified of the modification decision. For these purposes, price variations that occur as a consequence of a review of the same in accordance with the provisions in the chapter relating to the review of prices in public sector contracts of the LCSP shall not be considered.

16.7. When penalties or compensation payable to the awarded company are drawn from the guarantee, the awarded company must replenish or extend the guarantee, in the corresponding amount, within fifteen days of execution.

16.8. In the event that the guarantee is not replenished in the cases referred to in the previous section, CCMA, SA, may terminate the contract.

SEVENTEEN.- FORMALISATION OF THE CONTRACT

The award of the contract shall be formalised by means of a private document within a period not exceeding fifteen working days from the date on which notification of the award is sent to the bidders and candidates.

EIGHTEEN.- PAYMENT OF THE PRICE

18.1. CCMA, SA shall make payments by bank transfer to the account designated by the successful bidder, on the 30th day of the month following the date of the invoice. The

invoice must be dated, at the latest, the 30th day of the month in which the services were rendered and must be received by CCMA, SA, before the 5th day of the month following the date of the invoice.

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 based on a qualified certificate, and shall necessarily include the order number.

The format of the electronic invoice and signature must comply with the provisions of Annex 1 of Order ECO/306/2015, of 23 September, governing the procedure for processing and recording invoices in the Accounting Register of Invoices within the scope of the administration of the Government of Catalonia and its public sector.

The e.FACT platform is the general electronic invoice entry point for the Administration of the Government of Catalonia and its public sector.

The expected payment dates for invoices may be checked on the website of the 3cat website provider (<https://epc.ccma.cat/Proveidor/index.jsf>) after registering to access the private area.

18.2. Price revision

Any price revision applicable to this contract is detailed in **section J of the table of specifications**.

NINETEEN.- OBLIGATIONS OF THE CONTRACTOR

The contractor shall be responsible for the quality of the services rendered as well as for any consequences that arise for CCMA, SA or for third parties arising from omissions, errors, inadequate methods or incorrect conclusions in the performance of the contract.

The contractor shall perform the contract at its own risk and shall be obliged to compensate for any damage or loss caused to third parties as a result of the operations required to perform the contract.

Special performance conditions:

a) Labour obligations:

- The awarded company is obliged, 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 sector agreements and the provisions of international environmental, social and labour law that may bind Spain, and in particular those provisions established in Annex V of the LCSP.

It is also obliged to comply with current provisions on the social integration of persons with disabilities and with tax obligations.

- The awarded company undertakes to comply with workers' salary conditions set out in the relevant sector collective agreement.
- CCMA, SA may request the successful bidder to provide documentary confirmation, if applicable, that they comply with the requirements established

in the collective agreement that applies to them. The same procedure shall be followed for the rest of the professionals assigned to the service to whom the aforementioned agreement does not apply.

If non-compliance with current sector collective agreements is confirmed, in application of the provisions of Art. 201 of the LCSP, and especially, breaches or repeated delays in the payment of wages or the application of wage conditions lower than those provided for in collective agreements that are serious and malicious, this shall result in the termination of the contract.

- The awarded company must promote working conditions that prevent the commission of crimes and other behaviours against sexual freedom and moral integrity at work, with a special focus on sexual harassment and harassment based on gender, including conduct committed in the digital sphere.

The awarded company must have a protocol in place for the prevention of sexual and gender-based harassment. In the event that it does not have its own protocol, the awarded company shall adopt the CCMA, SA protocol as its own, and must inform its personnel assigned to the service considered in this contract of the application of that policy.

- The awarded company shall select and assign the necessary personnel to meet its obligations. The aforementioned personnel shall be exclusively subordinate to the contractor, and as such it shall have all the rights and duties inherent to its status as an employer and must comply with the current provisions on labour, occupational risk prevention and social security in respect of their own personnel in their charge.

The awarded company shall ensure stability within the work team, and that any variations in its composition are only occasional and justified, so as not to affect the proper performance of the service. The awarded company shall inform CCMA, SA of changes at all times.

- In relation to the workers assigned to the performance of this contract, the contracting company undertakes to exercise the powers of direction and management inherent to every employer in a real, effective and ongoing manner. In particular, it shall assume the negotiation and payment of salaries, the assignment of the various services to be provided, as well as setting work schedules and shifts; the granting of rests, leaves and holidays; the replacement of workers in cases of leave or absence; the legal obligations in respect of Social Security, including the payment of contributions and the payment of benefits, when applicable; the legal obligations in matters of occupational risk prevention; the exercise of disciplinary power, as well as any rights and obligations derived from the contractual relationship between employee and employer.
- The contractor shall be exclusively responsible for monitoring the attendance and recording the hours of its personnel assigned to the performance of this contract.
- The contractor must ensure that its workers are clearly differentiated from CCMA, SA staff through uniforms, identification, credit listings, accreditation documents and any other distinctive means, and it is not permitted for the contractor's staff to use CCMA, SA anagrams or logos on their clothing, cars, and production equipment in general.
- The contractor must label the spaces and their equipment with all the material means necessary for the provision of the service and to differentiate them from those of CCMA, SA.



- The successful bidder must provide the necessary professional training to its employees, in order to update the technological and professional knowledge that may emerge during the performance of the contract.
 - The contractor shall be responsible for supervising and directing the work of its employees, as well as for training them properly for the tasks to be carried out under this service contract. The contractor's employees shall only receive orders from the managers above them in the organisational hierarchy of their company. They are not allowed to carry out work orders given directly by persons associated with CCMA, SA.
 - The successful bidder undertakes to ensure the proper performance of this service, while avoiding any situation that could be considered illegal assignment of any of its workers assigned to the service
 - The contractor shall designate a general service coordinator who shall be responsible as the liaison with the person responsible at CCMA, SA and determining the organisation, sufficiency and operation of the contracted service, as well as directing its performance and the activities of its staff. All communications related to the performance of the service shall be made exclusively between this coordinator and the interlocutor designated by CCMA, SA.
 - The successful bidder shall be obliged to comply with the Prevention of Occupational Risks Act, the regulations derived from it and the internal rules of CCMA, SA in order to guarantee adequate levels of safety and health, and specifically Royal Decree 171/2004, which develops Article 24 of Act 31/1995, of 8 November, on the Prevention of Occupational Risks in matters of coordination of business activities.
 - The contractor, before the start of its activity, shall file Occupational Risk Prevention documentation with CCMA, SA on the preventive activities coordination platform, and shall keep the documentation updated in the event of changes in the risks or in the list of workers who shall be involved in the service.
- b) The contractor undertakes to apply, in the performance of the services, measures aimed at promoting equality between men and women.
- c) Commitment to linguistic quality: In accordance with Act 1/1998, of 7 January, on language policy, the language of relations with CCMA is Catalan and all communications and documentation must be in a correct, coherent and appropriate language, in accordance with current linguistic norms.
- d) Confidentiality:

The contractor shall be responsible for confidentially processing the tasks and services it carries out, and shall be equally responsible for ensuring that its workers assume this confidentiality. The contractor shall undertake to use any information it receives solely and exclusively for the performance of the services that are the subject of the contract.

Documents and data submitted by the bidders may be considered confidential if they include industrial, technical or trade 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 processing them may be contrary to the provisions of the regulations on the protection of personal data.

Where applicable, bidders must submit a confidentiality declaration that must be necessary and proportionate to the purpose or interest to be protected and must

expressly and justifiably identify the documents and/or data provided that they consider confidential. Generic or unsubstantiated statements of confidentiality shall not be accepted.

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

In no case shall the following be considered confidential: the financial proposal, the data contained in the Single European Procurement Document (SEPD) that are recorded in public registers, the information in the annexes relating to solvency, and the information in the technical proposal that the bidder has not identified as confidential in a justified manner.

In accordance with the provisions of Article 133.2 of the LCSP, the awarded company undertakes to keep secret all information relating to CCMA, SA to which it may have access during the performance of the contract, using it only within the framework of the contract, and not being permitted to use it for any other purpose nor to disclose it directly or indirectly to any unauthorised third party, obliging itself to adopt all possible organisational and technical measures to effectively guarantee the information's confidentiality. For these purposes, the contractor guarantees that all its employees and authorised persons who have access to information relating to CCMA, SA within the framework of the contract have committed or shall commit themselves in writing before accessing the information to keep it secret and maintain its confidentiality. The same duty of confidentiality shall apply to the contractor with respect to any personal data to which it may have accidental access within the framework of the performance of the contract.

For its part, the contractor declares that it is aware that CCMA, SA, in application of the principle of transparency, the duty of active publicity and the right of access of individuals to public information and documentation, as established in Act 19/2014, of 28 December, on transparency, access to public information and good governance, and any other provisions that may apply, may disclose and publish on the relevant transparency portals information about the formalisation of the contract, the parties thereto, its duration, subject matter, services to be provided, agreed-upon financial obligations, contractual amendments and any matters related to its effects, performance and termination.

- e) The rights and obligations arising from this contract may be assigned by the successful tenderer to a third party provided that the circumstances and requirements established in Article 214.2 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 assignment does not result in an effective restriction of competition in the market. In any case, prior authorisation from CCMA, SA shall be required.
- f) The awarded company, as an essential condition, in relation to the data to which it has access within the framework of the contract, undertakes to comply with all of the provisions set out in Organic Act 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights, the implementing regulations and the provisions set out in 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 on the free movement of such data.

Any documentation and information arising from or accessed in connection with the performance of the services covered by this contract and that correspond to

CCMA, SA, as data controller, is confidential and may not be reproduced in whole or in part by any means or support. Therefore, such information may not be processed or edited electronically, nor transmitted to third parties outside 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 exemplary ethical conduct and shall act to prevent corruption in any of its possible forms.

2. In this sense—and apart from those other duties associated with 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 undertake the following obligations:

- a) To immediately notify the contracting authority of any potential conflict of interest.
- b) Not to request, whether directly or indirectly, that a public official or employee influence the award of the contract.
- c) Not to offer or provide any personal or material benefits to public officials or employees, either for themselves or for people associated with their family or social environment.
- d) Not to carry out any other action that may infringe the principles of equality of opportunity and free competition.
- e) Not to take actions that put the public interest at risk.
- f) To respect the principles of the free market and true competition, and to refrain from engaging in conduct that has the purpose or may have the effect of preventing, restricting or distorting competition, including collusive practices or unfair competition (safeguard bids, elimination of bids, allocation of markets, rotation of bids, etc.). Likewise, to report any act or conduct aimed at those ends and related to the tender or contract of which it has knowledge.
- g) Not to use confidential information obtained through the contract in order to obtain, directly or indirectly, an advantage or economic benefit in one's own interest.
- h) To observe the principles, rules and ethical codes specific to the activities, trades and/or professions corresponding to the contracted services.
- i) To collaborate with the contracting authority in the monitoring and/or evaluation of activities relating to the performance of the contract, particularly by providing the information requested for these purposes.
- j) To report any acts of which the company is aware that may constitute a breach of the obligations contained in this clause.
- k) To comply with transparency obligations regarding staff remuneration and in relation to compliance with current legislation regarding workers' labour rights.

3. Failure to comply on the part of bidders or contractors with any of the obligations contained in the foregoing section 2 shall be grounds for termination of the contract, without prejudice to those other possible consequences provided for in current legislation.

TWENTY-ONE.- SUBCONTRACTING

The contracting company may agree with other companies to carry out part of the service covered by this contract.

The contracting company must notify CCMA, SA in writing at the time of sending the documentation on technical solvency of the intention to sign subcontracts. This notification shall include the percentage of the part of the service that it intends to subcontract and the identity, contact details and legal representative or representatives of the subcontracting company, while adequately justifying its ability to execute the provision of services by reference to the technical and human elements it has and its experience, and confirming that it is not subject to a prohibition on contracting.

If the subcontracting company holds the appropriate qualification to carry out the subcontracted part of the contract, communication of this circumstance is sufficient to prove its suitability.

Even if subcontracting is permitted, the awarded company shall be considered solely and for all purposes as the sole contractor and shall be responsible for the performance of the contract. In the event that liability arises from the provision of subcontracted services, it shall be the successful bidder who shall be first liable to CCMA, SA, without prejudice to the joint and several liability of the subcontractor.

During the term of the contract, the successful bidder may only change subcontracted companies with the express and written authorisation of CCMA, SA. In the event that the successful bidder fails to comply with this obligation, CCMA, SA may automatically terminate the contract without having to compensate the other party for any reason.

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 are collected for the purpose of managing and maintaining the established relationship. The data provided shall be retained for the duration of the contractual relationship. Once that relationship ends, they shall be retained for the legally established time. The data shall 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 may exercise their rights of access, rectification, deletion, opposition and portability by email to the address protecciodedades@ccma.cat (for CCMA) and to the email address indicated by the successful bidder, with the reference "Data Protection" and including with the request a copy of the Spanish National Identity Document (DNI) or any other document that identifies the party. If you believe that your rights have not been adequately respected, you have the right to file a complaint with the competent Supervisory Authority.

TWENTY-THREE.- MODIFICATION OF THE CONTRACT

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

Planned modifications:

Modifications to the contract shall be made under the assumptions and conditions detailed in **section K of the table of specifications**.

Unplanned modifications:

Modifications to the contract not provided for in this clause may only be made when the requirements are met and the cases provided for in Article 205 of the LCSP are applicable, in accordance with the procedure regulated in Article 191 of the LCSP and with the specific provisions of 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 compliant party may choose between demanding compliance from the other or terminating the contract, with the compliant party reserving the right to claim compensation for damages that may apply.

In particular, the following shall be considered as grounds for termination of the contract:

- a) Breach of the main obligations of the contract and of any other essential obligations provided that they have been qualified as such in the specifications.
- b) Lack of sufficient quality in the performance of the planned activities, which frustrates the purpose of this contract.
- c) The death or sudden incapacity of the individual contractor or the extinction of the legal personality of the contracting company.
- d) Declaration of bankruptcy of the successful bidder or the declaration of insolvency in any other proceeding.
- e) Mutual agreement of the parties.
- f) Those cases expressly established in the contract.
- g) Impossibility of performing the services under the terms initially agreed upon and when modification of the contract is not possible.
- h) Non-payment, during the performance of the contract, of salaries by the successful bidder to the workers who are participating in the contract, non-payment of Social Security contributions or the failure to make the personal income tax withholdings of the personnel assigned to the service, or the failure to comply with the conditions established in the Collective Agreements in force by these workers, also during the performance of the contract.
- i) The contract shall automatically terminate when the awarded amount is consumed in full.
- j) Failure to comply with ethical principles and recommended rules of conduct in public procurement.
- k) Those circumstances that the LCSP indicates generally for all contracts and specifically for each category of contract.

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, SA shall not be liable to provide any compensation where termination of the contract is attributable to the successful bidder.

TWENTY-FIVE.- REMEDIES

For this contract and for the acts provided for in the LCSP, a legal remedy may be filed for with the contentious-administrative jurisdictional order, which shall be competent to decide upon issues relating to the contract.

Proceedings shall be filed before the Contentious-Administrative Court within two months from the day following notification of the contested act, without prejudice to any other appeal that is considered appropriate.

TWENTY-SIX.- INVALIDITY

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

TWENTY-SEVEN.- JURISDICTION

The contentious-administrative courts shall have jurisdiction to decide on disputes between the parties in relation to the preparation, award and modifications in respect of the contract, when the challenge to them is based on breach of the provisions of Articles 204 and 205 of the LCSP, when it is considered that said modification should have been the subject of a new award.

The civil jurisdictional order shall be competent to decide upon any disputes between the parties in relation to the effects and termination of this contract.

The parties expressly submit, with express waiver of any other jurisdiction to which they may be entitled, if any, to the jurisdiction of the Courts and Tribunals of the city of Barcelona.

Sant Joan Despí, December 2025

TABLE OF CONTRACT SPECIFICATIONS

FILE NO. 2512NS01

A. SUBJECT

Description:

The purpose of this competition is the contracting by Corporació Catalana de Mitjans Audiovisuals, SA (hereinafter CCMA, SA) of the analysis and consultancy service for the transformation of 3Cat.

Lots:

YES: NO: X

CPV code: 79419000-4, Business and management consultancy services.

B. FINANCIAL DATA

B1. Estimated contract value: 39,000 CHF (Swiss Francs), VAT not included.

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

- The estimated value of the contract for consulting and analysis services is CHF 39,000, VAT not included.

B2. Maximum tender budget: 39,000 CHF + 21% VAT = 47,190 CHF

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

Breakdown	
Direct expenses	31,200 CHF
Indirect expenses	5,460 CHF
Industrial profit	2,340 CHF
Maximum tender budget	39,000 CHF

C. DURATION OF THE CONTRACT

Initial duration: 6 months

Extensions:

YES: NO: X

D. PROCESSING OF THE FILE AND AWARD PROCEDURE

Type of procedure: Ordinary

Award procedure: Negotiated procedure without prior publication.

E. SOLVENCY AND BUSINESS CLASSIFICATION

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

ECONOMIC AND FINANCIAL SOLVENCY:

Economic and financial solvency shall be proven by the following documents:

1. Affidavit in accordance with **Annex 1**, which accredits a company's annual turnover in the best year of the last 3 years available based on the start date of the company's activities of greater than or equal to **39,000 CHF**

TECHNICAL SOLVENCY:

Technical solvency shall be proven through the following documentation:

1. Document proving the exclusivity of the service provided.

F. ENVELOPE CONTENTS

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

- File 1:

- a) Proof of the capacity to act. Affidavit (**Annex 1**)
- b) Proof of financial solvency (**Annex 2**)
- c) Proof of technical solvency.

- File 2:

The amount of the financial offer, which shall follow the model set out in **Annex 3**.

The amount shall be understood to include, for all purposes, taxes and expenses of any kind that affect the performance of the service, except for VAT, which shall be listed as a separate item.

Bids that contain omissions, amendments or errors that prevent clear understanding of what is considered fundamental to assessing the bids shall not be accepted.

G. PROCUREMENT BOARD

The members who shall constitute the Procurement Board are:

- Chair: Ignasi Jaén Viñuales, Legal Services Director.
- Member: Gemma Dasca Ubach, Director of People, Values and Talent area
- Member: Daniel Hernandez Torrent, Director of Corporate Strategy and Governing Council
- Member: Romà Vilanova Llobart, Director of Organisation, Processes and Human Resources.
- Member: Teresa Farre Lladó, Director of Economic and Financial Management.
- Secretary: Ivan Delgado Abad, Contracting and Purchasing department.

Substitute: Marta Escudé Fornés, Contracting and Purchasing department

- Substitute: Eva Carretero Ors, Legal Services.

H. AWARD CRITERIA

Criteria:

EVALUATION CRITERIA	SCORE
Automatic criteria: Price	Up to 100 points

Weighting/scoring:

Evaluation of the financial proposal (up to 100 points):

The financial proposal must be formulated in accordance with the model attached as **Annex 3**.

Negotiation round:

CCMA, SA, having reviewed the bid, **shall negotiate** the financial offer with the bidders **in a single round**.

Bids with abnormal or disproportionate values:

In relation to the financial offer criterion, when a bid is less than 20% of the average of the bids submitted, and in accordance with the provisions of Article 149 of the LCSP, the Contracting Board shall deem, 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 financial offer shall be taken as a reference.

In this case, the Procurement Board shall request from the affected company a report justifying the viability of its bid. This report must be delivered within a maximum period of five working days from notification. In view of this report and of the report prepared by the technical services of CCMA, SA, the Procurement Board may declare the bid abnormally low and, therefore, exclude it from classification.

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

This request and requirement shall be communicated to the company by electronic means through e-NOTUM, which is part of the Public Procurement Services Platform.

I. PERFORMANCE BOND

Yes:

No: X

Amount: Not applicable

J. PRICE REVIEW

Yes:

No: X

Applicable formula: Not applicable

K. CONTRACT MODIFICATION PROVIDED FOR

Yes:

No: X

L. UNIT IN CHARGE OF MONITORING AND PERFORMANCE OF THE CONTRACT

Corporate Strategy and Governing Board

M. PRE-AWARD AUTHORISATION

The award of this contract shall be conditional on Corporació Catalana de Mitjans Audiovisuals, SA, obtaining authorisation from the Government of Catalonia, given that the subject-matter of the contract relates to a study that exceeds the amount of 30,000 euros, excluding VAT.

Sant Joan Despí, December 2025

ANNEX 1

SELF-DECLARATION FORM

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

DECLARES, under their responsibility:

- a) That the company they represent is legally constituted in accordance with the laws of (indicate the State)
- b) That the powers of representation of its representative are valid and have not been modified, restricted or limited as of today.
- c) That the company they represent has the necessary legal personality and capacity to undertake the contract.
- d) That the company they represent has the financial and technical solvency requested in this contract.
- e) That the company they represent does not incur any of the causes of prohibition to contract.

And as proof thereof, before the CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, SA, for the purpose of taking part in the public tender no. **2512NS01 “CONTRACTING OF THE SERVICE FOR ANALYSIS AND CONSULTANCY FOR THE TRANSFORMATION OF 3CAT”**, signs this declaration.

Signature and company stamp.

On 2025

ANNEX 2

FINANCIAL SOLVENCY. TURNOVER.

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

DECLARES that the company's annual turnover for the last 3 financial years is:

- Turnover for year: €*
- Turnover for year: €*
- Turnover for year: €*

**At least: 39,000 CHF*

And as proof thereof, before CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, SA, in order to take part in the public tender no. **2512NS01 “CONTRACTING OF THE ANALYSIS AND CONSULTANCY SERVICE FOR THE TRANSFORMATION OF 3CAT”**, signs this declaration.

Company signature and stamp

In on the day of 2025

ANNEX 3

FINANCIAL OFFER MODEL

Mr/ Mswith National Identity Document (DNI)
....., as legal representative of the company
....., with registered office in the city of
....., street, no.
....., postal code..... with company tax number no.
....., and email having been informed of
the conditions and requirements to participate in the public tender no. **2512NS01**
“CONTRACTING OF THE ANALYSIS AND CONSULTANCY SERVICE FOR THE
TRANSFORMATION OF 3CAT”, states that the company is in a position to participate
as a bidder in the aforementioned tender process.

To this end, he/she undertakes, on behalf of the company he/she represents, to perform
the aforementioned service in strict compliance with the terms and conditions contained
therein, offering the service at the prices detailed below:

Service	Maximum price	Offered price
Consulting and analysis	39,000 CHF	CHF

Signature

In, on..... of..... of 2025