

## **ADMINISTRATIVE SPECIFICATIONS FOR THE PROCUREMENT OF COMPREHENSIVE PRODUCTION SERVICES FOR THE 3CAT CORRESPONDENT'S OFFICE IN BERLIN, GERMANY**

### **- OPEN TENDERING PROCEDURE -**

**FILE NO. 2607OB02**

#### **ONE. LEGAL FRAMEWORK**

**1.1.** The contract is governed by these 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 regulations:

- a) Spanish Law 9/2017, of 8 November, on public sector contracts, transposing into the Spanish legal system Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council, of 26 February 2014. (Hereinafter all legislation shall be understood to be Spanish unless otherwise specified).
- 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 Regulations of the Public Administration Contracts Act approved by Royal Decree 1098/2001, of 12 October, in all matters not modified or repealed by the aforementioned provisions (hereinafter, RGLCAP).
- e) Organic Law 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 determines the electronic notification system of the Administration of the Generalitat of Catalonia (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, it is also governed by the rules applicable to public sector contracts in Catalonia and by its applicable sectoral regulations.

**1.2.** Ignorance of the clauses of the contract in any of its terms, of the other contractual documents that form part thereof, and also of the instructions or other rules that are applicable in the execution of the agreed subject matter, does not exempt the successful bidder from the obligation to comply therewith.

#### **TWO. PURPOSE OF THE CONTRACT**

**2.1.** The purpose of the contract is the provision of the services described in **Section A of the Schedule of Particulars.**

**2.1.** The lots into which the subject matter of the contract is divided are identified in **Section A of the Schedule of Particulars.**

**2.3.** The statement of the coding corresponding to the nomenclature of the Common Procurement Vocabulary (CPV) is that contained in **Section A of the Schedule of Particulars.**

### **THREE. FINANCIAL INFORMATION OF THE CONTRACT**

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

**3.2.** The tender budget is that indicated in **Section B.2 of the Schedule of Particulars.** This is the maximum expenditure limit (including VAT) that, by virtue of this contract, the contracting authority may commit to, and constitutes the maximum price that companies participating in the tender process for this contract are able to bid.

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

### **FOUR. TERM OF THE CONTRACT**

The term of the contract is that which is established in **Section C of the Schedule of Particulars.** The time frames for the performance of the services will start on the date stipulated in the contract and, if no specific date is stipulated, they will start on the date of execution of the contract.

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

### **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 Schedule of Particulars.**

### **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 LCSP and who can prove their economic, financial, technical and professional solvency may be contracted.

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

CCMA, S.A. may contract with Joint Ventures that are temporarily set up for the purpose, without the need for these to be formalised in a public deed until the award has been made in their favour. The members of these joint ventures will be jointly and severally liable to CCMA, S.A. and must appoint a sole representative or proxy for 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 the companies may grant for collections and payments of significant amounts.

For the purposes of the tender, entrepreneurs who wish to participate as part of a temporary joint venture must indicate the names and circumstances of those who constitute it and the ownership 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 taking part must prove their capacity and solvency in accordance with the provisions of these tender specifications. To determine the solvency of the temporary joint venture, the characteristics accredited for each of its members will be considered together.

The term of Temporary Joint Ventures will be no less than the term of the contract until its termination.

## **SEVEN. ACCREDITATION OF THE CAPACITY TO ACT**

Bidders shall accredit their **capacity to act** in the following manner:

1. **Spanish companies** which are **legal persons** shall accredit their capacity to act through:
  - The deed of incorporation or modification registered in the Trade and Companies Register, when it is required in accordance with commercial legislation. When not required, it will be accredited by means of the instrument or document of incorporation, Articles of Association or founding instrument which sets out the rules that regulate their activity, recorded, where applicable, in the corresponding official register.
  - The company's tax ID number (NIF).
  - A document certifying the power of representation through public deed when appearing or signing on behalf of another.
  - National Identity Document of the person signing the bid.
2. **Spanish companies** which are **natural persons** will prove their capacity to act by presenting their Tax ID number (NIF).
3. **Non-Spanish entrepreneurs who are nationals of Member States of the European Union or signatories to the Agreement on the European Economic Area** shall prove this by registration in the appropriate professional or commercial registers of their Member State of establishment or by submitting a sworn declaration or one of the certifications indicated in Annex 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 proven by the provision of a report issued by the permanent diplomatic mission or consular office of Spain in the place of domicile of the company, which states, after accreditation by the company, that they are registered in the local professional, commercial or similar register, or, failing that,

that they habitually act in local traffic within the scope of the activities covered by the subject of the contract.

## **EIGHT. ACCREDITATION OF SOLVENCY**

**8.1.** Companies must prove that they meet the minimum solvency requirements detailed in **Section E.1 of the Schedule of Particulars**.

**8.2.** The bidding companies may rely on the capacities of other entities for the execution of the contract, regardless of the legal nature of the links they may have with them, in order to prove the bidder's economic and financial and technical and professional solvency, provided that these entities are not subject to any exclusion from public procurement. The bidding companies must also demonstrate that they will effectively have the necessary resources throughout the term of the contract by presenting the written commitment to this effect from the aforementioned entities.

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

Under the same conditions, temporary joint ventures may use the capacities of the participants in the joint venture or those of other entities.

## **NINE. ELECTRONIC MEDIA**

**9.1.** In accordance with the fifteenth additional provision of the LCSP, the processing of this tender involves the making of associated notifications and communications by exclusively electronic means.

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

**9.2.** Communications and notifications made during the procurement procedure and during the term 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 electronic notification system of the Administration of the Generalitat de Catalunya 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 deadlines to be counted from the notification will be calculated from the date of sending the notification notice, if the act subject to notification has been published on the same day in the contracting authority's procurement 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 will be sufficient. Therefore, this is the minimum security level required for the electronic signature certificate accepted for signing the ESPD and the bid.

Regarding foreign European Union certificates, qualified certificates will 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 one Member State shall be recognised as a qualified electronic signature in all other Member States”.

## **TEN. SUBMISSION OF PROPOSALS**

**10.1.** Companies may submit their bids in **three envelopes** and for the number of lots indicated in **Section A of the Schedule of Particulars** until **1:00:59 p.m. on 20 July 2026**, so that bids received later (i.e., at 1:01:00 p.m. onwards) will be considered untimely.

Once they access the Sobre digital (hereinafter referred to as Digital Envelope) web tool through this link, bidding companies must fill out a form to register for the tool and they will then receive a message at the email address(es) indicated in this registration form, activating their bid.

The email addresses that the bidding companies indicate 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 designate in their ESPD to receive notifications and communications via e-NOTUM.

Bidding companies must keep the bid activation email, since the link contained in the activation message is the sole means of access they will have to submit their bids through the Digital Envelope tool.

**10.2.** By accessing the bid submission website through this 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 bidding process (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, so bidding companies do NOT have to encrypt the files using another tool beforehand. Likewise, the decryption of the bid documents is carried out using the same keyword, which the bidding companies must guard. It is important to take into account the importance of properly safeguarding this or these keys (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 the passwords entered) and they are essential for decrypting the bids and, therefore, for accessing their content.

Bidding companies will be asked, via the email address indicated in the digital envelope tool bid registration form, to access the digital envelope web tool to enter their keywords at the appropriate time. Bidding companies can access the web space for preparing and presenting the bid and, using the “go to send keywords” button (which may appear in

Catalan as "anar a enviar paraules clau"), access the space from which to send the keywords, once the deadline for submitting bids has ended, without the need for any prior request or reminder from the contracting authority or the electronic bidding tool.

When the bidding companies enter the keywords, the process of decrypting the documentation will begin, which will be stored in a secured virtual space that guarantees the inaccessibility of the documentation before, where applicable, the constitution of the Board and the opening of the envelopes on the established date and time.

In any case, the bidding companies must enter the keyword before the end of the session to open the first encrypted envelope.

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 the entering of the keyword(s) by the bidding companies, which only they hold throughout the process, in order to access the encrypted content of the envelopes, it will not be possible to evaluate the documentation in a company's bid that cannot be decrypted because the company has not entered the keyword.

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

It should be noted that the Digital Envelope tool does not allow deletion of or modification to bids once they have been submitted; this is possible at any time before 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 last one replaces one or more previous bids, it must reliably inform the contracting body and the latter or, where applicable, the contracting board, will assess the appropriateness of these bids.

**10.3.** 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 corporate tools of the Generalitat de Catalunya. Thus, it is the obligation of the contracting companies to run the documents through an antivirus 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 presented by the bidding companies is damaged, blank or illegible or is affected by a computer virus, the Contract Awarding Committee will assess, depending on which documentation is affected, the legal consequences regarding the participation of this company in the procedure, which may arise from the impossibility of accessing the content of any of the documents in the bid. In the event that these are essential documents to know or assess the bid, the committee may agree to exclude the company.

Bidding companies may submit a backup copy of the electronic documents submitted on electronic physical media, which will be requested from the bidding companies if necessary, in order to be able to access the content of the documents in the event that they are damaged. In this regard, it is important to remember the importance of not manipulating these files in order not to vary their electronic fingerprint, which is what will be checked to ensure the coincidence of the documents in the backup copy, sent on

electronic physical support, and those sent in the bid, 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 being able to compare the electronic fingerprints and, therefore, of being able to guarantee that the bids will not be modified once the submission deadline has ended.

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

**10.5.** Persons interested in the tender procedure may contact CCMA, S.A. to request clarifications on the specifications or other documentation, through the questions and answers section of the notice board of the virtual tender space. These questions and answers will be public and accessible through the aforementioned board, located in the contractor profile of CCMA, S.A.

Interested companies may submit inquiries to CCMA, S.A. until **15 July 2026**.

**10.6.** The proposals are secret and their submission implies the unconditional acceptance by the bidding company of the content of these tender specifications, as well as the technical specifications, as well as the authorisation to the Board and the contracting authority to consult the data collected in the Electronic Register of Bidding Companies of the Generalitat de Catalunya 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.

**10.7.** Each bidding company may not submit more than one proposal. Nor can they sign any proposal in a temporary joint venture with others if they submitted a proposal individually, nor may they appear in more than one temporary joint venture. Violation of these rules will result in the non-admission of any of the proposals the bidding company has signed.

#### **10.8. Contents of the Envelopes:**

The content of the Envelopes is as indicated in **Section F of the Schedule of Particulars**.

#### **10.9. Session for opening**

The opening of the proposals will be carried out using **electronic means** in all its phases and therefore will not be a public event.

### **ELEVEN. CONTRACT AWARDING COMMITTEE**

The members who shall make up the Contract Awarding Committee for this file are those who are listed in **Section G of the Schedule of Particulars**.

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, it will notify the affected bidding companies so that they can correct the proposal within a period of three days.

The Contract Awarding Committee may request and accept the clarification or correction of errors in the bids when they are of a material or formal nature, are not substantial and do not prevent the meaning of the bid from being understood. The clarification or correction of errors in the bids will only be permitted provided that they do 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 evaluate it and decide upon the companies admitted to the tender and those excluded, as well as the causes of the exclusion, where applicable.

Requests for clarifications or amendments will be carried out through the functionality that the Digital Envelope tool has 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 for them to access the space of the tool in which they must provide the corresponding documentation.

These requests for amendment or clarification will be communicated to the company by electronic communication through **e-NOTUM**, which is integrated into the Public Procurement Services Platform.

## EXPERT COMMITTEE

The members who will constitute the expert committee for this file are those indicated in **Section G of the Schedule of Particulars**

The assessment of the criteria that depend on a value judgement in this contract has a greater weighting than the automatically evaluable criteria and, consequently, in accordance with current regulations, a committee of experts is being formed 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 notification to the bidders.

## **TWELVE. EVALUATION OF THE PROPOSALS**

**12.1.** For the evaluation of the proposals and the determination of the best bid, the award criteria established in **Section H of the Schedule of Particulars** must be followed.

### **12.2 Scoring in case of a tie:**

In the event of a tie in the scores obtained by the bids of the bidding companies, they will have preference in the award of the contract and in 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 in the workforce of each of the companies. In the event of equality the highest number of permanent workers

with disabilities in the workforce will take precedence, 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 women employees in each of the companies.
- d) Random draw, in case the application of the previous criteria have not resulted 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 Schedule of Particulars**.

## **THIRTEEN. WAIVER AND WITHDRAWAL**

The contracting authority may waive the award or the conclusion of the contract, for duly justified reasons of public interest and with the corresponding notification to the bidding companies, prior to the execution of the contract.

It may also withdraw from the procedure, before the formalisation of the contract, when an irremediable infringement of the rules for preparing the contract or of the regulations governing the award procedure is observed.

In both cases, the bidding companies will be compensated for the expenses they have incurred and that are duly justified.

The decision not to award or sign the contract and the withdrawal from the award procedure will be published on the Electronic Public Procurement Platform of the Generalitat de Catalunya.

## **FOURTEEN. AWARD OF THE CONTRACT**

The contracting authority, after assessment by the Board, will award the contract within a maximum period of 60 days from the opening of the proposals.

During this period, CCMA, S.A. 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 will have the right to withdraw their proposal.

## **FIFTEEN. DOCUMENTATION PRIOR TO EXECUTION OF THE CONTRACT**

CCMA, S.A. will communicate its award proposal to the selected bidder using the functionality provided for this purpose by the Digital Envelope tool.

This requirement will be made by electronic notification through **e-NOTUM**, integrated with the Public Procurement Services Platform.

The selected bidder will provide the following documents within 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 Bidding 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 proving 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 proving 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 proposed as the successful bidder must present the tax registration document relating to the current financial year in the heading corresponding to the object of the contract, the last tax receipt or, where applicable, a document or affidavit proving that the bidder is in one of the legal cases of exemption from the tax.
- g) Affidavit indicating by the successful bidder the location of the servers and from where the services associated with them will be provided. The affidavit shall be made in accordance with the standard form in **Annex 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 indicating by the successful bidder the location of the servers and from where the services associated with them will be provided. The affidavit shall be made in accordance with the standard form in **Annex 6**.
- d) Document proving the establishment of the bid bond.

The submission of documentation will be carried out through the functionality that the Digital Envelope tool has 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 for them to access the space of the tool in which they must provide the corresponding documentation.

If the selected bidder does not adequately 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 according to the order of classification of the bids.

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

## **SIXTEEN. BID BOND**

**16.1.** The amount of the bid bond is that indicated in **Section I of the Schedule of Particulars**.

**16.2.** Bonds can be provided in any of the following forms:

- a) In cash or in public debt securities, subject, in each case, to the conditions established by regulation. Cash and certificates of immobilisation on the listed securities must be deposited in the General Deposit Box of the General Treasury of the Generalitat of Catalonia or in the deposit boxes of the territorial treasuries.
- b) By means of a guarantee, provided in the form and conditions established by regulation, by 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 one of the establishments mentioned in section a).
- c) Through a surety insurance contract with an insurance company authorised to operate in the manner and conditions established by regulation. The insurance certificate must be delivered at the establishments indicated in section a).

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

**16.4.** The bid bond corresponds to the concepts defined in Article 110 of the LCSP

**16.5.** In the event of total or partial depreciation or replacement of the securities constituting the bond, the successful bidder is obliged to replace them in the necessary amount so that the amount of the bond does not decrease for this reason, and there must be documented evidence of said replacement.

**16.6.** When, as a result of the modification of the contract, its total value changes, the bond 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 all times. This must be done 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 price review in accordance with what is indicated in the chapter relating to the review of prices in public sector contracts of the LCSP will not be considered.

**16.7.** When the penalties or compensations payable to the successful bidder are made effective on the bond, the successful bidder must replenish or extend the bond, in the corresponding amount, within fifteen days of execution.

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

## **SEVENTEEN. EXECUTION OF THE CONTRACT**

The award of the contract will be executed by means of a private document within a period not exceeding 5 days after 15 working days have elapsed since the notification of the award is sent to the bidders and candidates.

## **EIGHTEEN. PAYMENT OF THE PRICE**

**18.1.** CCMA, S.A. will make payments by bank transfer to the account indicated 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 performed and must be received by CCMA, S.A., before the 5th day of the month following the date of the invoice.

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

The format of the electronic invoice and signature must comply with 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 scope of the administration of the Generalitat of Catalonia and the public sector subordinate to it.

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

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

### **18.2. Price review**

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

## **NINETEEN. OBLIGATIONS OF THE CONTRACTOR**

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

The contractor will perform the contract at his own risk and will be obliged to compensate for any damages caused to third parties as a result of the operations required for performance of the contract.

**Special performance conditions:**

a) Obligations of a labour nature:

- The successful bidder 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, domestic law, collective agreements or the provisions of international environmental, social and labour law that bind the State, and in particular those established in Appendix V of the LCSP.

It is also obliged to comply with current provisions on the social integration of people with disabilities.

- The successful bidder undertakes to comply with the workers' salary conditions in accordance with the applicable sectoral collective agreement.
- CCMA, S.A. may request the successful bidder to provide documentary evidence, if applicable, that they comply with the requirements established in the collective agreement that applies to them. The same procedure will be followed for the rest of the professionals assigned to the service to whom that agreement does not apply.

If non-compliance with 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 lower than those derived from collective agreements that are serious and malicious, that 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 a special focus on sexual harassment and harassment based on gender, including those committed in the digital sphere.

The successful bidder must have a protocol for the prevention of sexual and gender-based harassment. In the event that it does not have its own protocol, the successful bidder will adopt the CCMA, S.A. protocol as its own, and must inform its personnel assigned to the service subject to the contract of its application.

- The successful bidder will select and assign the necessary personnel to meet its obligations. The aforementioned personnel will be subordinate exclusively to the contractor. The contractor will therefore have all the rights and duties inherent to their status as an employer and must comply with the current provisions on labour, occupational risk prevention and social security as concerns their own personnel in their charge.

The successful bidder will ensure that there is stability in the work team, and that variations in its composition are not intended to be repeated and are for justified reasons, in order not to alter the proper functioning of the service, informing CCMA, S.A. at all times.



- In relation to the workers assigned to the execution of this contract, the contractor company assumes the obligation to exercise in a real, effective and continuous manner the power of direction and management inherent to every entrepreneur. In particular, it will assume the negotiation and payment of salaries, the allocation of the different services to be provided, as well as setting work schedules and shifts, the granting of permits, licences and holidays, the replacement of workers in cases of leave or absence, the legal obligations in matters 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 will be exclusively responsible for monitoring the presence and recording the hours of its personnel assigned to the execution of this contract.
- The contractor must ensure that its workers are clearly differentiated from the staff of CCMA, S.A. through uniformity, identification, credit instruments, accreditations and any other distinctive means. It is not permitted for the contractor's staff to use anagrams or logos of CCMA, S.A. 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 differentiate them from those of CCMA, S.A.
- The successful bidder must provide the necessary professional training to its employees, in order to update the technological and professional knowledge that is produced during the execution of the contract.
- The contractor will be responsible for supervising and directing the work of its employees, as well as their correct training for the tasks to be carried out in execution of the service contract. The successful bidder's workers will only receive orders from the superior managers within their company, without being allowed to carry out work orders given directly by people linked to CCMA, S.A.
- The successful bidder undertakes to ensure the correct performance of this service, which prevents any illegal assignment of any of its workers assigned to it from being considered.
- The contractor will designate a general service coordinator who will be responsible for maintaining liaison with the manager at the CCMA, S.A. and determining the organisation, adequacy and operation of the contracted service, as well as directing its execution and the activities of its staff. All communication related to the performance of the service will be made exclusively between this coordinator and the representative designated by CCMA, S.A.
- The successful bidder will be obliged to comply with the Law on Prevention of Occupational Risks, the regulations derived from it and the internal rules of CCMA, S.A. in order to guarantee adequate levels of safety and health, and specifically Royal Decree 171/2004, which develops Article 24 of Law 31/1995, of 8 November, on Prevention of Occupational Risks in matters of coordination of business activities.
- The contractor, before the start of its activity, will submit the Occupational Risk Prevention documentation to CCMA, S.A. preventive activities

coordination platform, and will keep it updated in the event of changes in the risks or in the list of workers who will be involved in the service.

- b) The contractor undertakes to apply, when executing the services provided by the service, measures aimed at promoting 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 norms.
- d) Confidentiality:

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

The documents and data submitted by the bidders may be considered confidential if they include industrial, technical or commercial secrets and/or intellectual property rights, and when their dissemination 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.

Where applicable, bidders must submit a confidentiality declaration that must be necessary and proportionate to the purpose or interest that is sought to be protected and must expressly and justifiably determine the documents and/or data provided that they consider confidential. Generic or unsubstantiated statements of a confidential nature are not accepted.

Without prejudice to the confidentiality declaration of the bidders, in the event of a request for information, it will be up to the contracting authority to assess whether this qualification is correct, in accordance with the principles of publicity and transparency that govern the actions of the public sector, and to correct it if necessary, after hearing the bidders.

In no case will confidential status apply to the financial proposal, the data in the European Single Procurement Document (ESPD) that appear in public registers, the data in the annexes relating to solvency and the data in the technical proposal that the bidder has not justifiably considered as confidential.

In accordance with the provisions of Article 133.2 of the LCSP, the successful bidder undertakes to keep secret all information relating to CCMA, S.A. to which it may have access during the performance of the contract, using it only within the framework of the contract, not being able 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 its confidentiality. 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 or will commit themselves prior to their access in writing to keep it secret and maintain its confidentiality. The same duty of confidentiality will apply to the contractor with respect to any personal data to which he 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., pursuant to the principle of transparency, the duty of active publicity and the right of public

access to information and documentation, established under 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 execution of the contract, the parties thereto, the term, the object, the services to be performed, the agreed financial obligations, the contractual modifications and any matter related to the effects, compliance and termination thereof.

- e) The rights and obligations arising from this contract may be assigned 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 assignment does not result in an effective restriction of competition in the market. In any case, prior authorisation from CCMA, S.A. will be required.
- f) The successful bidder, as an essential condition, in relation to the data to which it has access on the occasion of the contract, undertakes to comply with all the provisions established in Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights, the implementing regulations and what is established 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.

The documentation and information that emerges or to which access is gained during the execution of the services covered by this contract and that correspond to CCMA, S.A., responsible for the processing of personal data, is confidential and may not be reproduced in whole or in part by any means or support. Therefore, neither processing nor computer editing will be possible,

## **TWENTY. TRANSPARENCY**

Ethical principles and rules of conduct to which bidders and contractors must align their activities:

1. Bidders and contractors will adopt exemplary ethical conduct and will act to avoid corruption in any of its possible forms.
2. In this regard - and notwithstanding any other duties linked to the aforementioned principle of action derived from the ethical principles and rules of conduct to which bidders and contractors must align their activities - they specifically undertake the following obligations:
  - a) Immediately notify the contracting authority of any possible conflict of interest situations.
  - b) Not to request, directly or indirectly, that a public official or employee influence the award of the contract.
  - c) Not to offer or provide personal or material advantages to public officials or employees, either for themselves or 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 take actions that put the public interest at risk.



- f) Respect the principles of free market and competitive competition, and refrain from engaging in conduct that has the purpose or may have the effect of preventing, restricting or distorting competition, such as collusive or fraudulent competition behaviour (safeguard bids, elimination of bids, allocation of markets, rotation of bids, etc.). Likewise, report any act or conduct directed towards those purposes and related to the tender or contract of which the bidder has knowledge.
- g) Not to use confidential information that has become known through the contract, to obtain, directly or indirectly, an advantage or economic benefit in one's own interest.
- h) Observe the principles, rules and ethical canons specific to the activities, trades and/or professions corresponding to the contracted services.
- i) Collaborate with the contracting authority in the actions it carries out to monitor and/or evaluate compliance with the contract, particularly by providing the information requested for these purposes.
- j) Report any acts of which you are aware that may constitute a breach of the obligations contained in this clause.
- k) Observe transparency obligations regarding staff remuneration and in relation to compliance with current legislation regarding workers' labour rights.

3. Failure to comply with any of the obligations contained in the foregoing section 2 by the bidders or contractors will be cause 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 partially carry out the service covered by this contract.

The contracting company must notify CCMA, S.A. in writing at the time of sending the documentation relating to technical solvency of the intention to sign subcontracts, indicating 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 subcontractor company, sufficiently justifying its ability to execute that solvency by reference to the technical and human elements it has and its experience, and showing that it is not subject to a prohibition on contracting.

If the subcontracting company has the appropriate classification to carry out the part of the contract that is the subject matter of the subcontract, communication of this circumstance is sufficient to prove its suitability.

Even if subcontracting is permitted, the successful bidder will be considered solely and for all purposes as the sole contractor and will be responsible for the execution of the contract. In the event that the liability originates in the provision of subcontracted services, the successful bidder will be the one who will be first liable to CCMA, S.A., without prejudice to the joint and several liability of the subcontractor.

The successful bidder during the term of the contract may only change subcontracted companies with the express and written authorisation of CCMA, S.A. In the event that the successful bidder fails to comply with this obligation, CCMA, S.A. 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 execution and performance of the contractual relationship is collected for the purpose of managing and maintaining the relationship established. The data provided will be kept as long as the contractual relationship between both parties is maintained and once it ends, it 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 may exercise their rights of access, rectification, erasure, opposition and portability by sending an email to the address [protecciodedades@ccma.cat](mailto:protecciodedades@ccma.cat) (with respect to the CCMA) and to the address indicated by the successful bidder, with the reference "Data Protection" and accompanying the request with a copy of the National ID document (DNI) or any other document that identifies them. If you consider that your rights have not been adequately respected, you have the right to file a complaint with the competent Control 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.

### Foreseeable changes:

The modifications to the contract will be carried out in the cases and conditions detailed in **Section K of the Schedule of Particulars**.

### Unforeseen changes:

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 met, in accordance with the procedure regulated in Article 191 of the LCSP and with the particularities provided for in Article 207 of the LCSP.

## **TWENTY-FOUR. TERMINATION**

In the event that one of the parties should fail to comply with any of its obligations, the performing party may choose between demanding performance from the other or terminating the contract, with the performing party reserving the right to claim compensation for damages that may correspond.

In particular, the following will be considered causes 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 tender specifications.
- b) Lack of sufficient quality in the execution of the planned activities that frustrate the subject matter of this contract.



- c) The death or sudden incapacity of the individual contractor or the extinction of the legal personality of the contractor company.
- d) The declaration of bankruptcy of the successful bidder or the declaration of insolvency in any other procedure.
- e) Mutual agreement between the parties.
- f) Those causes expressly established in the contract.
- g) The impossibility of executing the services under the terms initially agreed upon and when modification of the contract is not possible.
- h) The non-payment, during the execution of the contract, of salaries by the successful bidder to the workers who are participating in the contract, the non-payment of Social Security contributions or the failure to pay 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 execution of the contract.
- i) The contract will be automatically terminated 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 that the LCSP indicates generally for all contracts and specifically for each category of contract.

The effects and termination of the contract will 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, in the event that 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 proceed in the terms provided for in Article 44 et seq. of this rule.

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

Against the ruling of the special appeal in matters of procurement, it is only appropriate to file a contentious administrative appeal, in accordance with the provisions of Law 29/1998, of 13 July, regulating contentious administrative jurisdiction. The contentious-administrative appeal will be lodged before the Contentious-Administrative Court, within a period of two months from the day after notification of the contested act, without prejudice to the possibility of lodging any other appeal that is considered appropriate

## **TWENTY-SIX. INVALIDITY REGIME**

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 jurisdictional order will be competent to resolve the litigious matters arising between the parties in relation to the preparation, award and contractual modifications, where the challenge of the latter is based on non-compliance with the provisions of Articles 204 and 205 of the LCSP, on the grounds that said modification should have been the subject of a new award procedure.

The civil jurisdictional order will be competent to resolve any disputes that arise between the parties in relation to the effects and termination of this contract.

The parties expressly submit, with express waiver of their own jurisdictions where they may have recourse, if any, to the jurisdiction of the Courts and Tribunals of the city of Barcelona.

Sant Joan Despí, July 2026

## SCHEDULE OF PARTICULARS OF THE CONTRACT

**FILE NO. 2607OB02**

### **A. SUBJECT MATTER**

Description:

The purpose of this call for tenders is the procurement by the Catalan Audiovisual Media Corporation, S.A. (hereinafter CCMA, S.A.) of the comprehensive production service for the Berlin correspondent's office.

Lots:

YES: NO: X

CPV code: 92221000-6, Television production services

### **B. ECONOMIC DATA**

B1. Estimated contract value: €215,000, excluding VAT.

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

- The estimated value of the fixed production service contract is €180,000, excluding VAT.
- The estimated value of the contingency fund contract to meet various needs that may arise during the term of the contract is €35,000, excluding VAT.

B2. Maximum tender budget: €215,000 + 21% VAT = €260,150

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

<b>Breakdown</b>	
Direct expenses	€172,000
Indirect expenses	€30,100
Industrial profit	€12,900
<b>Maximum tender threshold</b>	<b>€215,000</b>

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



- Indirect expenses include any necessary expenses that the normal operation of the service requires, 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 as a reference the Collective Agreement for Audiovisual Production.

### **C. TERM OF THE CONTRACT**

Initial term: 12 months

Extensions:

YES:

NO: X

### **D. PROCESSING OF THE FILE AND AWARD PROCEDURE**

Processing method: Ordinary

Award procedure: Open

### **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 will be proven by the following documents:

1. Annual business volume of the company in the best year among the last 3 years available based on the date the company started its activities, equal to or greater than 200,000.

The annual business volume will be proven by presenting the following documentation:

**a) Companies that are required to present annual accounts:**

- Annual accounts approved and deposited in the Trade and Companies Register, corresponding to each of the last 3 financial years including proof of deposit of the accounts in the register.

The accounts must be reviewed by an auditor unless they are exempt from this obligation, a circumstance that must be duly documented.

**b) *Entrepreneurs and other entities with legal personality that **are not** required to present annual accounts:***

- Corporate Tax corresponding to each of the last 3 financial years.

In any case, when the company presents a situation of equity imbalance in its latest accounts, it must present a closed balance sheet on the date of presentation of the audited affidavit that certifies that equity balance has been restored on that date.

- c) Individual entrepreneurs** will be able to prove their business volume by providing Form 390 of the Spanish Tax Agency.

**TECHNICAL SOLVENCY:**

Technical solvency will be proven through the following documentation:

1. List of the main services with characteristics similar to the object of the contract, carried out by the bidder in the last three years. The list of services must be presented in a document in the same format as **Appendix 1**.
2. Certificates issued by the companies receiving the service, public or private, attesting to compliance with the execution.
3. Professional profiles and qualifications of the staff assigned to the filming and editing service, and to the production service. Bidders must take into account, to comply with this section, the conditions indicated in clause 3 of the technical specifications. In particular, experience, languages and having a driver's license must be proven.
4. Declaration on the company's average annual workforce over the last 3 years, accompanied by the corresponding supporting documentation.
5. Indication in percentage of the part of the contract that the employer possibly intends to subcontract.

**F. CONTENTS OF THE ENVELOPES**

**1. Contents of Envelope A: General documentation.**

- a)** Form of the **Single European Procurement Document (ESPD)** which is attached as an Annex to these specifications, by 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 has the due representation to submit the proposal and the ESPD;
  - That it meets the requirements of economic and financial, and technical and professional solvency, in accordance with the minimum requirements required in these specifications;
  - That it is not subject to a prohibition on contracting;



- That it complies with the rest of the requirements established in these specifications and that can be proven through the ESPD.

Likewise, the designation of the name, surname and Tax ID number of the person or persons authorised to access electronic notifications must be included, as well as the electronic email addresses and, additionally, the mobile phone numbers where to receive notification notices, in accordance with clause eight of these specifications. In order to guarantee the receipt of electronic notifications, it is recommended to designate more than one person authorised to receive them, as well as several email addresses and mobile phones where to receive notices of the releases. This data must be included in the section relating to “contact person(s)” of Part II.A of the ESPD.

In addition, the bidding companies will 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 electronically signed by the person or persons who have the proper representation of the company to present the proposal.

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

In the event that the bidding company resorts to 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 resorts to or that it intends to subcontract.

- b)** Affidavit in accordance with the standard form in **Appendix 2** indicating 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 reserve quota in favour of workers with disabilities.
  - 2) Declaration of having an equality plan in accordance with the provisions of Article 45 of Organic Law 3/2007, of 22 March, for the equality of women and men.
- c)** Declaration of absence of conflicts of interest for the contracting company and/or subcontractor in accordance with the model in **Appendix 3**.

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

### **TECHNICAL INFORMATION:**

**As a prerequisite to the assessment of the subjective criteria and as essential technical information on technical equipment, transport, workspace and connectivity, the bidder is requested to provide the following documentation in Envelope B, which will not be scored in any case:**

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

1. Technical material: To prove this aspect, the bidder may provide photographs, purchase invoices, purchase commitment with proforma invoices, order document and/or any other documentation that furnishes proof of the existence of the material or a proven commitment to acquire it, as well as 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 indicate the address of the workspace.
4. Connectivity. To prove 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 confirmed, as well as contracts or bids with operators and technical documentation and description of the required equipment and devices.

If the documentation provided by the bidders does not exceed the requirements indicated for each of the aspects to be validated, due to not meeting the minimum requirements requested in the technical specifications, the proposal will be considered invalid and will be excluded from the procedure. CCMA, S.A., in the event of exclusion, will provide a reasoned technical report on the reasons for said exclusion.

### **EVALUATION:**

**To assess the qualitative 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 presented 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 recorded with the camera chosen by the company. In the case of audio-only material, it must be in .mp3 320 kbps CBR format.

**The inclusion in Envelope B of the financial bid, as well as any information of a relevant nature that can be evaluated automatically and that, therefore, must be**

**included in Envelope C, shall lead to the exclusion of the bidding company, when there is a violation of the secrecy of the bids or the duty not to have knowledge of the content of the documentation relating to the objective evaluation criteria before that relating to the subjective evaluation criteria.**

### **3. Contents of Envelope C: Documentation relating to criteria for automatically quantifiable evaluation.**

#### **a) Economic Bid:**

The amount of the financial bid will be in accordance with the standard form in **Appendix 4**.

The amount will be understood to include, for all purposes, taxes and expenses of any kind that affect the execution of the service, except for VAT, which will be broken down separately.

Bids that contain omissions, amendments or errors that inhibit a clear understanding what is considered fundamental to assessing the bids will not be accepted.

#### **b) Other automatically quantifiable assessment criteria:**

The proposal for quantifiable values will be in accordance with the form in **Appendix 5**.

## **G. CONTRACT AWARDING COMMITTEE**

The members who will constitute the Contract Awarding Committee are:

- Chair: Andreu J. Martinez Hernandez, Director of Budget Management, Green Company and General Services.
- Board Member: Blanca Cot, Head of Current Affairs Production and Television Media Operations.
- Board Member: Montse Ollé Ortonobes, Head of Radio Media Production.
- Board Member: Jordi Luna, Operations Department.
- Board Member: Eric Romero Prades, Legal Services Director.
- Board Member: Teresa Farre Lladó, Director of Economic and Financial Management.
- Secretariat: 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 news programmes through television.
- Substitute: Imma Matas, Executive Producer of Radio Media.

## **H. AWARD CRITERIA**

Criteria:

<b>EVALUATION CRITERIA</b>	<b>SCORE</b>
Qualitative criteria	Up to 30 points
Automatic criteria: Price	Up to 50 points
Other automatic criteria	Up to 20 points

Weighting/score:

**1) Evaluation of qualitative criteria (Up to 30 points):**

**A. Collection of videos, reels and audio recordings (Up to 30 points)**

The images, reels and audio recordings presented by the bidding companies with the work sample assigned to the service will be evaluated:

**1. Edited video of a maximum of one minute and thirty seconds in length with informative content, such as news (Up to 6 points).**

The informative video must be a maximum of 1'30". The pace will be taken into account, which must be informative, well structured and the ordering of the shots must follow coherent standards (for example, do not put two wide shots joined together or two panning shots in a row). The shots must have correct levels of light and colour. The capture and level of ambient sound and audio from the inserts must also be correct. The insert audio will go through Ch1 and ambient audio through Ch2. It will also be assessed that panoramas, interviews and changes in aperture and white balance from indoors to outdoors are correctly executed. Additional music or images that have not been captured by the proposed operator may not be used.

Videos that exceed the specified duration will not be evaluated and will be awarded a score of 0 points for this section.

**2. Two panning shots recorded using a shoulder-mounted camera, featuring both horizontal and vertical movement (Up to 3 points).**

Regarding the panning shots requested, they must be made without 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 gain stability; the set-up must be operator + camera.

**3. Recording of a seated interviewee, with appropriate lighting and mics (Up to 4 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 any 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 be scored with 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 3 points)**

This section will assess the operator's ability to adapt the filter and incoming iris 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. It must be recorded with the MoJo-type device (Iphone 15 Pro Max or similar device with the same characteristics). (Up to 5 points)**

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

The quality of the image and sound, the rhythm of the editing, the intention and that it is recorded and edited in a way that is suitable for social media, not television: avoiding wide or moving shots. It must open with an image or insert that generates 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 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 of up to one and a half minutes of a long news report to be broadcast in a typical news programme, following standards of rhythm and clarity. It must include the voice of the announcer and also four or more short voice clips from witnesses. The changes and endings of music 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 valued positively if the audio clips come one after the other and are separated, between clips, by a brief sound effect that improves the rhythm. It will also be valued positively if the sequencing of clips follows a standard that does not detract from the narrative of the report and that each clip is very

short in duration, in accordance with the total length of the piece. It will also be valued positively if there is a musical background of the journalist's narration and the voice clips are musical, without 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 necessary (**Up to 2 points**)

It will be valued positively if the audio clips come one after another and if those used in the long news report are separated, between clips, by a brief sound effect that improves the rhythm. It will also be valued positively if the sequencing of clips follows a standard that does not detract from the narrative of the report and that each clip is very short in duration, in accordance with the total length of the piece.

Audio recordings that exceed the specified duration will not be evaluated and will be awarded a score of 0 points for 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 and edits must be the same and must also be the person proposed as camera operator in the tender.

Failure to comply with the condition indicated in the previous paragraph may result in exclusion from the procedure.

**Bidders must obtain a minimum score of 14 points. Bidders who do not obtain at least this score will be excluded from the procedure.**

#### **Evaluation of the proposals:**

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

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

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

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

#### **2) Evaluation of the financial bid (Up to 50 points):**

2.1 The financial bid **subject to evaluation** must be formulated in accordance with the form attached as **Appendix 4**.

The maximum bidding price is €180,000, VAT not included.

To assess the objective criterion of the economic bid, the following formula will be applied:

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

**P<sub>v</sub>** = score

**O<sub>v</sub>** = bid to be assessed

**O<sub>m</sub>** = Best bid

**P<sub>M</sub>** = maximum bid price

**P** = economic criterion points

**V<sub>P</sub>** = Weighting value = 2

- In the event that a bidder should leave their financial bid blank, the Contract Awarding Committee will understand that the price offered to correspond to the maximum tender amount.
- In the event that a bidder bids the item(s) to be evaluated at no cost (€0), the proposal will be considered to have a value of €1.
- 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 bidding process.

## **2.2. Mandatory extraordinary services not subject to assessment:**

The bidder must submit a financial proposal, and 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
Production and/or fixer service 1 day (up to 10 hours)
Production and/or fixer service 1/2 day (up to 5 hours)
Production and/or fixer service. Extra hour

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

### **3) Assessment of other automatically evaluated criteria (Up to 20 points):**

The bidder must complete **Appendix 5** by providing an answer of **YES** or **NO** to the following section:

- Whether it offers a point with real views of emblematic points of the city, accessible and close to the office of the correspondent for CCMA, S.A. **(Up to 8 points)**.
- Whether correspondent's workspace is located in a newsroom shared with other international media outlets to promote work synergies. **(Up to 4 points)**
- Whether the bidding company will make other cinema-type camera models available for the contract (e.g.: FS7, AlfaSIII, FX9 or similar). **(Up to 3 points)**
- With the aim of reducing CCMA's Scope 3 carbon footprint, **a maximum of 5 points** will be awarded (choose 1 option from the 3 if available):
  - Whether the bidding company has 100% renewable energy in its facilities with a certificate of guarantee of origin **(5 points)**
  - Whether the bidding company has between 50 and 99% renewable energy in its facilities with a guarantee of origin certificate **(3 points)**
  - Whether the bidding company has between 20 and 49% renewable energy in its facilities with a guarantee of origin certificate **(1 points)**

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

#### **Bids with abnormal or disproportionate values:**

In relation to the criterion of the economic bid, when a bid is 20% lower than the average of the bids presented, and in accordance with the provisions of Article 149 of the LCSP, the Contracting Board will assess, 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 economic bid will be taken as a reference.

In this case, the Procurement Board will 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 from notification. In view of this report and that prepared by the technical services of CCMA, S.A., the Procurement Board may declare the bid abnormally low and, therefore, exclude it from the classification.

Requests for justification will be carried out through the functionality that the Digital Envelope tool has 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 for them to access the space of the tool in which they must provide the corresponding documentation.

This requirement will be communicated by electronic notification through e-NOTUM, integrated with the Public Procurement Services Platform.

**I. BID BOND**

Yes:

No: X

Amount: Not applicable

**J. PRICE REVIEW**

Yes:

No: X

Applicable formula: Not applicable

**K. EXPECTED CONTRACT AMENDMENT**

Yes:

No: X

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

News and Operations Production

Sant Joan Despí, July 2026

**APPENDIX 1**

**TECHNICAL SOLVENCY. LIST OF THE MAIN SERVICES PERFORMED**

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

**DECLARES that:**

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

Nom de la Prestació: .....					
Nom empresa client	Data inici	Data final	Descripció	Persona de Contacte	Telèfon o Mail

Nom de la Prestació: .....					
Nom empresa client	Data inici	Data final	Descripció	Persona de Contacte	Telèfon o Mail

Nom de la Prestació: .....					
Nom empresa client	Data inici	Data final	Descripció	Persona de Contacte	Telèfon o Mail

And for the record, before the CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A., for the purpose of taking part in the public tender process no. **2607OB02 “PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE BERLIN CORRESPONDENT’S OFFICE”**, signs this affidavit.

Signature

In ..... on the ..... day of ..... 2026

**APPENDIX 2**

**AFFIDAVIT ON THE NUMBER OF WORKERS**

Mr. / Ms. ....with National ID number (DNI)  
..... as legal representative of the company  
..... with its registered address  
in the city of ..... street .....  
no. .... postal code ..... with Company Tax ID (NIF) number  
.....

**DECLARES, under his/her own responsibility:**

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

**YES**

**NO**

If yes, this declaration is accompanied by the certificates indicated in clause F, section b), of the Schedule of Particulars.

And for the record, before the CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A., for the purpose of taking part in the public tender process no. **2607OB02 “PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE BERLIN CORRESPONDENT’S OFFICE”**, signs this affidavit.

Signature

On ..... on the ..... day of ..... 2026

### **APPENDIX 3**

#### **STANDARD FORM FOR DECLARATION OF ABSENCE OF CONFLICTS OF INTEREST FOR THE CONTRACTING AND/OR SUBCONTRACTOR COMPANY**

Mr. / Ms. ....with National ID number (DNI)  
..... as legal representative of the company  
..... with its registered address  
in the city of ..... street .....  
no. .... postal code ..... with Company Tax ID (NIF) number  
.....

#### **I DECLARE:**

**One.** That I am fully aware of the specifications governing the indicated contract, as well as the regulations applicable to it, 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 the 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 prevention of conflicts of interest”, of Law 9/2017, of 8 November, on public sector contracts, which defines conflict of interest as “any situation in which personnel at the service of the contracting authority 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 procedure”. 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 procedure, nor that could compromise compliance with these obligations in the event of being awarded the contract.

**Four.** That neither I nor, where applicable, the legal entity I represent is in a situation of conflict of interest, as defined in Article 61 of the EU Financial Regulation, which may hinder or compromise in any way the fulfilment of the obligations mentioned 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 section four.

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

**Seven.** That I have provided accurate, truthful and complete information within the framework of this file, and that I am aware that the falsity of 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 the CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A., for the purpose of taking part in the public tender process no. **2607OB02 “PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE BERLIN CORRESPONDENT’S OFFICE”**, signs this affidavit.

Signature

In ..... on the ..... day of ..... 2026

## **APPENDIX 4**

### **ECONOMIC BID FORM**

Mr./ Ms. ....with National ID number (DNI) .....  
 ....., as legal representative of the company .....  
 ....., with its registered address in the city of .....  
 ....., street ....., no. ....  
 ....., postal code..... with Company Tax ID (NIF) number .....  
 ....., and email ....., aware of the conditions and requirements to participate in public tender process no. **2607OB02 “COMPREHENSIVE PRODUCTION SERVICE FOR THE BERLIN CORRESPONDENT’S OFFICE”**, declares that he/she 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 take charge of the execution of the aforementioned service in strict compliance with the requirements and conditions contained therein, offering the service at the prices detailed below:

#### **1. Price of comprehensive service:**

Item	Offered price	VAT (21%)	Offered price VAT included
<b>Total price of the comprehensive service for the initial period (12 months)</b>	€..... *	€.....	€.....

*\* Maximum bid price: €180,000, VAT not included*

#### **2. Price of mandatory special services not subject to assessment:**

Item	Maximum price	Offered
ENG service (filming and editing) 1 day. (up to 10 hours)	€750	
ENG service (filming and editing) ½ day. (up to 5 hours)	€450	
ENG service (filming and editing) Extra hour	€60	
5G backpack service 1 day (24 hours)	€400	
ENG service (filming and editing) + Live with backpack 1 day. (up to 10 hours)	€1,000	
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	€80	
Production/fixer service 1 day. (up to 10 hours)	€600	
Production/fixer service 1/2 day. (up to 5 hours)	€400	
Production/fixer service. Extra hour	€60	

Signature

In ....., on..... of..... of 2026

**APPENDIX 5**

**OTHER AUTOMATIC ASSESSMENT CRITERIA**

Mr. / Ms. ....with National ID number (DNI)  
..... as legal representative of the company  
..... with its registered address  
in the city of ..... street .....  
no. .... postal code ..... with Company Tax ID (NIF) number  
.....

**Declares that it will include the following services in its proposal:**

- A point with real views of emblematic points of the city, accessible and close to the office of the CCMA, S.A. correspondent.

YES  NO

- That the offices offered are in a space shared with other media outlets, which allows us to form synergies with other professionals in the sector.

▪ YES  NO

- Ability to make other cinema-type camera models available to the contract (e.g.: FS7, AlfaSIII, FX9 or similar).

YES  NO

**Measures aimed at reducing CCMA's Scope 3 carbon footprint (check one of the three options):**

- The company has 100% renewable energy in its facilities with a certificate of guarantee of origin.

YES  NO

o

- The company has between 50 and 99% renewable energy in its facilities with a guarantee of origin certificate.

YES  NO

- The company has between 20 and 49% renewable energy in its facilities with a guarantee of origin certificate.

YES

NO

And for the record, before the Corporació Catalana de Mitjans Audiovisuals, S.A., for the purpose of taking part in the public tender process no. **2607OB02** “**PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE BERLIN CORRESPONDENT’S OFFICE**”, signs this affidavit.

Signature

In ..... on the ..... day of ..... 2026

**APPENDIX 6**

**AFFIDAVIT ON THE LOCATION OF SERVERS AND THEIR ASSOCIATED SERVICES**

Mr. / Ms. ....with National ID number (DNI)  
..... as legal representative of the company  
..... with its registered address  
in the city of ..... street .....  
no. .... postal code ..... with Company Tax ID (NIF) number  
.....

**DECLARES, under his/her own responsibility:**

2. That the company he/she represents 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, provide:

- Name or business profile of the subcontractor: .....

And for the record, before the CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, S.A., for the purpose of taking part in the public tender process no. **2607OB02 “PROCUREMENT OF THE COMPREHENSIVE PRODUCTION SERVICE FOR THE BERLIN CORRESPONDENT’S OFFICE”**, signs this affidavit.

Signature

In ..... on the ..... day of ..... 2026