This document is a translation of the original Catalan version

PARTICULAR ADMINISTRATIVE SPECIFICATIONS GOVERNING THE ADVERTISING SPONSORSHIP CONTRACT FOR THE 10TH EDITION OF THE BEST CHEF AWARDS

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CONTRACT DATA SHEET

A. Subject matter of the Contract

Description: Advertising sponsorship contract for the 10th edition of The Best Chef Awards, to be held in Barcelona on 13 and 14 January 2027, in order to promote the Catalonia brand and the tourism promotion activities carried out by the Catalan Tourism Board, particularly those linked to the campaign “Catalonia, the best cuisine in the world”, territorialised through the different tourist brands of Catalonia, as well as the promotion of the documentary series *Gènesis*.

This sponsorship is configured as a form of indirect advertising, referred to as “advertising return”, through which the Catalan Tourism Board associates the Catalonia brand with one of the leading international gastronomic recognition platforms, obtaining in return a set of visibility, communication, public relations, editorial content, digital promotion and institutional presence actions before, during and after the event.

The sponsorship includes the participation of the Catalan Tourism Board as “Official Co-Main Partner” of the 10th edition of The Best Chef Awards, as well as the dissemination of specific content relating to the Catalonia brand, the campaign “Catalonia, the best cuisine in the world”, territorialised through the tourist brands, and the documentary series Genesis through The Best Chef digital platform, its social media channels, the professional activities associated with the event and the other communication actions envisaged in the sponsorship agreement.

Lots: No. Pursuant to Article 99.3 of the LCSP, the subject matter of the contract will not be divided into lots. The reasons justifying the decision not to divide the subject matter of the contract into lots are set out in Section D of the contract justification report dated 16 November 2026.

CPV Code: 79341000-6 Advertising services

B. Financial information

B1. Price determination: Lump-sum price.

B2. Estimated Contract Value and calculation method: the estimated contract value amounts to three hundred and thirty thousand five hundred and seventy-eight euros and fifty-one cents (€330,578.51), excluding VAT.

B3. Procurement budget: the procurement budget amounts to four hundred thousand euros (€400,000.00), including VAT.

Both the analysis of the advertising consideration to be provided under the sponsorship contract and the advertising return are set out in Section I.2 of the justification report for the contract dated 16 November 2026.

B4. Payment arrangements: in accordance with Section I.4 of the justification report for the contract dated 16 November 2026, payment shall be made as follows:

Given the nature of the sponsorship contract, payment shall be made by reference to milestones linked to services that have been effectively performed and evidenced by the contractor, thus avoiding any arrangement equivalent to an advance payment.

In this regard, a significant part of the promotional return associated with the sponsorship is generated prior to the event through communication, promotion and dissemination activities

linked to the 10th edition of The Best Chef Awards, such as communication actions through digital channels, the engagement of media outlets and international professionals, the production of promotional materials, the adaptation of materials incorporating the Catalonia brand and the preparation of audiovisual content linked to *Gènesis*.

For this reason, the payment structure is divided into three distinct phases of contract performance:

- A first payment corresponding to 70% of the contract price, once the preparatory, communication, promotion, content creation and dissemination activities carried out prior to the event have been completed and justified, and the corresponding supporting report relating to activities carried out up to 31 December 2026 has been submitted.

- A second payment corresponding to 20% of the contract price, once the 10th edition of The Best Chef Awards has taken place and the supporting report relating to the activities carried out during the event, between 1 January and 14 January 2027, has been submitted.

- A third payment corresponding to 10% of the contract price, once the communication, promotion and dissemination activities following the event, including those linked to The Best Chef Legacy Programme, have been completed and the final impact and results report has been submitted, within six months following the event and no later than 30 June 2027.

All payments shall be made upon submission of the corresponding invoice and supporting documents evidencing the performance of the activities carried out, and subject to certification by the Catalan Tourism Board that the services commissioned have been satisfactorily performed.

C. Availability of Funds

C1. Budget item: 21099990000000 Other advertising sponsorship activities, under the operating budget of the Catalan Tourism Board (corresponding to budget item D/8755/2260001 of the Generalitat de Catalunya's budget under the economic classification).

C2. Multiannual contract: yes.

Board of Directors meeting of 13 November 2026:

Financial year	Expenditure (excluding VAT)	Expenditure (including VAT)
2026	231.404,95.-€	280.000,00.-€
2027	99.173,55.-€	120.000,00.-€

D. Contract Term

Contract term: The term for performance of the contract shall run from the formalisation of the contract until 30 June 2027.

E. Procurement Procedure and Award Procedure

Type of procedure: ordinary.

This procedure shall be conducted electronically through the following tool: **online bidding tool**.

Award procedure: negotiated procedure without prior publication, in accordance with Articles 168 et seq. of the LCSP, and in accordance with the justification set out in Section C.3 of the justification report for the contract dated 16 November 2026.

F. Economic and Financial Standing and Technical or Professional Ability:

F1. Selection criteria relating to economic and financial standing:

Annual turnover corresponding to the best financial year within the last three available financial years, depending on the date of incorporation or commencement of business activities, amounting to not less than four hundred and fifty thousand euros (€450,000.00).

Means of proof: by means of the submission of a declaration of responsibility electronically signed by the legal representative of the company concerning the aforementioned annual turnover.

F2. Selection criteria relating to technical or professional ability:

A list of the principal services or works similar to those forming the subject matter of the contract carried out during the last three years at the latest, indicating the amount, dates and public or private recipients thereof, signed by the company representative.

Means of proof: by certificates issued or countersigned by the competent authority where the recipient is a public sector entity, or, where the recipient is a private purchaser, by a certificate issued by that purchaser or, in the absence of such certificate, by a declaration by the economic operator together with such supporting documents as may be available to evidence the performance of the services.

G. Negotiation and Award Criteria

G1. Negotiation criteria: not applicable.

In accordance with Article 170.2 of the LCSP, where only one candidate participates, negotiations shall, whenever possible, be conducted with that candidate under the terms set out in Article 169.5 of the LCSP.

However, from a technical perspective, negotiation of the contract price is not possible for the reasons set out in Section L of the justification report for the contract dated 16 November 2026.

G2. Award Criteria

Automatically assessable award criteria:

Price (up to 100 points)

The most economically advantageous tender shall be awarded the highest score, and the remaining tenders shall be assessed by applying the following formula:

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

Pv = Score of the offer to be evaluated
P = Points of the economic criterion
Om = Best Offer
Ov = Offer to be evaluated
IL = Bidding Amount
VP = Weighting value

The weighting value (WV) shall be assigned a value of 1 corresponding to the specific weighting of the price criterion, in accordance with Directive 1/2020 on the application of evaluation and scoring formulas to economic and technical tenders.

H. Criteria for determining the existence of abnormally low tenders

For the purposes of Article 149 of the LCSP, where a tender is identified as being potentially abnormally low, the Contracting Authority shall give the tenderer the opportunity to be heard in order to justify the valuation of its tender.

In accordance with the same article, and given that price is the sole award criterion, a tender shall be deemed abnormally low in the following circumstance: where only one undertaking participates in the procurement procedure, if the tendered price is more than 25% below the procurement budget.

I. Additional documentation to be submitted by the proposed successful tenderer

- Certificate of professional liability insurance covering any loss or damage, whether bodily injury, material damage or non-material damage, arising from the contracted activity, for a minimum amount of four hundred and fifty thousand euros (€450,000.00), valid for the duration of contract performance and with premiums fully paid. This policy shall also include contingent liability for subcontractors and shall cover all claims arising during the period of contract performance, even where such claims become known after the termination of the contract. The sponsored entity shall be responsible for ensuring that the events are covered by the insurance policies required under the regulations applicable to this type of activity.

In all cases and expressly, the successful tenderer releases the Catalan Tourism Board from any liability towards third parties, participants or spectators that may arise from the holding of the events.

Means of proof: By means of a certificate issued by the insurer stating the insured amounts, the risks covered and the expiry date of the insurance policy, and, where applicable, by means of a binding commitment to subscribe, extend or renew the insurance policy

J. Procurement Committee:

In accordance with Article 326.1 of the LCSP, no Procurement Committee shall be established, given that in negotiated procedures without prior publication (Article 170 of the LCSP) its establishment is optional.

K. Unit Responsible for Monitoring and Performance of the Contract

Marketing Transformation Unit

L. Performance Bond

No. Given the nature of the private sponsorship contract, no performance bond shall be required from the successful tenderer, pursuant to Article 107.1 of the LCSP

M. Special Conditions of Contract Performance

1. In carrying out the services forming the subject matter of the contract, the contractor shall apply measures aimed at promoting equality between women and men. The contractor shall also avoid any discriminatory portrayal of women or sexist stereotypes and shall promote an image based on the values of equality, balanced representation, diversity, shared responsibility and plurality of gender roles and identities.

2. The contractor shall ensure that all communications associated with the contracted services, whether written, oral or visual, are inclusive, free from stereotypes and respectful towards all persons, avoiding sexist, LGTBIQ+-phobic, racist, classist, ableist or stigmatising language.

3. Ethical clause: as provided for in **Clause 29** of these Specifications.

In any event, all provisions identified as special conditions of contract performance in these Particular Administrative Specifications shall constitute special conditions of contract performance.

N. Assignment of the Contract

Yes. The contract may only be assigned with the prior authorisation of the Contracting Authority and only where such assignment entails the transfer of the exclusivity rights

I. GENERAL PROVISIONS

1. Subject Matter of the Contract

1.1 The subject matter of the contract is the provision of the services described in Section A of the Contract Data Sheet.

1.2 The corresponding Common Procurement Vocabulary (CPV) code is the one set out in Section A of the Contract Data Sheet.

2. Needs to be Met and Suitability of the Contract

The nature of the needs to be met through the procurement procedure, as well as the suitability of the subject matter and content of the contract to satisfy those needs, are specified in the justification report for the contract, which is published on the Contracting Profile of the Catalan Tourism Board.

3. Financial Information and Availability of Funds

3.1 The system for determining the contract price is the one indicated in Section B1 of the Contract Data Sheet.

3.2 The estimated contract value and the method applied for its calculation are those set out in Section B2 of the Contract Data Sheet.

3.3 The procurement budget is the one set out in Section B3 of the Contract Data Sheet. This constitutes the maximum expenditure limit (including VAT) that the Contracting Authority may commit under this contract and represents the maximum price that may be offered by undertakings participating in this procurement procedure.

3.4 The contract price shall be the award price and may not exceed the procurement budget. This price shall include Value Added Tax (VAT) as a separate item. The price shall be deemed to include all applicable taxes, duties, fees and charges of any kind, as well as all expenses arising from compliance with the obligations established in these Specifications during the performance of the contract.

3.5 The arrangements for payment of the contract price are those established in Section B4 of the Contract Data Sheet.

3.6 All regulatory procedures required to ensure the availability of appropriations for payment of the contract have been completed. The budget item to which this expenditure is charged is the one indicated in Section C1 of the Contract Data Sheet.

4. Term of the Contract

The term of the contract shall be as established in Section D of the Contract Data Sheet. The overall term and any interim deadlines shall be those established in the Technical Specifications and/or approved by the Contract Manager. All such periods shall commence on the date stipulated in the contract.

5. Legal Regime of the Contract

5.1 The contract is a private contract in accordance with Article 26.1(a) of the LCSP, as well as Article 22 of Act 34/1988 of 11 November on Advertising (General Advertising Act) and Act 18/2000 of 29 December on Institutional Advertising in Catalonia.

In accordance with Article 26.2 of the LCSP, as regards its preparation and award, the contract shall be governed by the LCSP, these Specifications and the Technical Specifications, which are contractually binding. As regards its effects, amendment and termination, it shall be governed by private law, without prejudice to the provisions of the LCSP relating to the performance, amendment, subcontracting, assignment and termination of contracts.

In addition, it shall be governed by the following legislation:

a) Act 34/1988 of 11 November on Advertising.

b) Act 9/2017 of 8 November on Public Sector Contracts, transposing Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council of 26 February 2014 into Spanish law.

c) Decree\-Law 3/2016 of 31 May on urgent measures in the field of public procurement.

d) Royal Decree 817/2009 of 8 May partially implementing Act 30/2007 of 30 October on Public Sector Contracts (hereinafter, RD 817/2009).

e) General Regulations implementing the Public Administrations Contracts Act, approved by Royal Decree 1098/2001 of 12 October, insofar as they have not been amended or repealed by the provisions referred to above (hereinafter, the RGLCAP).

f) Organic Act 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights (hereinafter, the LOPDGDD).

g) 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 (hereinafter, the GDPR).

h) Order PDA/21/2019 of 14 February determining the electronic notification system of the Administration of the Government of Catalonia and its public sector.

i) Royal Decree 203/2021 of 30 March approving the Regulation governing the operation and functioning of the public sector by electronic means.

In addition, the contract shall be governed by the rules applicable to public sector contracts in Catalonia and by any sector\-specific regulations that may apply.

5.2 Lack of knowledge of the contract clauses in any of their terms, of the other contractual documents forming part thereof, or of the instructions or other rules applicable to the performance of the agreed obligations, shall not exempt the contractor from the obligation to comply with them.

6. Procurement Procedure and Award Procedure

The processing of the procurement procedure and the contract award procedure shall be those established in Section E of the Contract Data Sheet.

7. Electronic Means of Communication

7.1 In accordance with the Fifteenth Additional Provision of the LCSP, this procurement procedure requires that all notifications and communications arising from it be carried out exclusively by electronic means.

However, oral communication may be used for communications other than those concerning essential elements, namely the procurement documents and the tenders, provided that the content of the oral communication is duly documented, for example by means of recordings or written or audio summaries of the principal elements of the communication.

7.2 All communications and notifications made during this procurement procedure and throughout the term of the contract shall be carried out electronically through the e\-NOTUM notification system, in accordance with the LCSP, Act 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations, and Order PDA/21/2019 of 14 February determining the electronic notification system of the Administration of the Government of Catalonia and its public sector.

For these purposes, notifications that communications and notifications have been made available shall be sent to the email address provided by the undertakings for this purpose in the declaration of responsibility. Where more than one email address has been provided, notification shall be sent to the first address. Notifications shall also be sent to the email addresses indicated in the registration form, in accordance with **Clause 10** of these Specifications.

Once the email notification has been received and, where mobile telephone numbers have also been provided, the corresponding SMS message indicating that the notification has been made available in the e\-NOTUM system, the designated person or persons must access it through the link provided for that purpose.

Within the virtual space where the notification is deposited, access may be obtained either by means of a digital certificate or by password.

Time limits calculated from notification shall be counted from the date on which the notice of notification is sent, provided that the notified act has been published on the Contracting Profile of the Contracting Authority on the same day. Otherwise, time limits shall be counted from the date on which the undertaking concerned receives the notification.

7.3 The invitation to tender sent by email shall include the restricted\-access address of the Contracting Profile, where the Online Submission of Bids tool will be enabled. From this tool, access may be obtained to the section "How to Submit Bids" and, from there, to the Electronic Tender Submission Guide, which specifies the minimum security level required for the certificate to be used.

Furthermore, certain communications to be made on the occasion of, or as a consequence of, the procurement and award procedure for this contract shall be made through the notice board associated with the virtual procurement space of this tender on the Public Procurement Services Platform.

This electronic notice board, which provides reliable evidence of the authenticity, integrity and date and time of publication of the information posted, shall also be used to publish information relating both to the procurement procedure and to the contract.

7.4 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 or recognised electronic signature certificate

shall be sufficient under the terms established in Regulation (EU) No 910/2014 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.

Accordingly, this shall constitute the minimum security level required for the electronic signature certificate accepted for signing the declaration of responsibility and the tender.

With regard to foreign certificates issued within the European Union, qualified certificates issued in any Member State shall be accepted in accordance with Article 25.3 of Regulation (EU) No 910/2014 on electronic identification and trust services, 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."

As provided in Article 22 of that Regulation, the European Commission makes available to the public, through a secure channel, information relating to the trusted lists of each Member State, which contain the qualified trust service providers that are accepted.

8. Eligibility to Contract

8.1 Natural or legal persons, whether Spanish or foreign, may participate in this procurement procedure and, where appropriate, enter into the corresponding contract, provided that they meet the following requirements:

- They possess legal personality and full legal capacity in accordance with Article 65 of the LCSP.
- They are not subject to any of the grounds for exclusion from contracting set out in Article 71 of the LCSP, which may be evidenced by any of the means provided for in Article 85 of the LCSP.
- They demonstrate the required financial standing and technical or professional ability, in accordance with **Clause 9** of these Specifications.
- They possess any business or professional authorisation which may be required to perform the services forming the subject matter of the contract.

The circumstances relating to capacity, financial standing, technical or professional ability and the absence of grounds for exclusion must exist on the final date for submission of tenders and continue to exist at the time the contract is entered into.

8.2 The legal capacity of Spanish legal entities shall be evidenced by means of the deed of incorporation or amendment duly registered with the Commercial Registry where such registration is required by commercial legislation. Where registration is not required, it shall be evidenced by means of the deed or document of incorporation, articles of association or founding instrument establishing the rules governing the entity's activity, registered, where appropriate, in the corresponding official register. The company tax identification number (NIF) must also be provided.

The legal capacity of Spanish natural persons shall be evidenced by submission of their tax identification number (NIF).

The legal capacity of undertakings established in Member States of the European Union or in States party to the Agreement on the European Economic Area shall be evidenced by registration in the relevant professional or commercial registers of their Member State of establishment, or by means of a sworn declaration or one of the certificates referred to in Annex XI of Directive 2014/24/EU.

The legal capacity of foreign undertakings from States that are neither Member States of the European Union nor parties to the Agreement on the European Economic Area shall be evidenced by a report issued by the permanent diplomatic mission or consular office of Spain in the place where the undertaking is established, stating, following verification by the undertaking, that it is entered in the relevant local professional, commercial or equivalent register or, failing that, that it habitually operates in the local market in activities falling within the scope of the contract.

Such undertakings must also provide a report issued by the permanent diplomatic mission of Spain or by the Secretariat\-General for Foreign Trade certifying that the State of which they are nationals has signed the World Trade Organization (WTO) Agreement on Government Procurement, where the contract is subject to harmonised procurement rules or, otherwise, the reciprocity report referred to in Article 68 of the LCSP.

8.3 4Undertakings that have participated in the preparation of the technical specifications or the preparatory documents for the contract, or which have advised the Contracting Authority during the preparation of the procurement procedure, may participate in the procurement procedure provided that it is ensured that their participation does not distort competition.

9. Tenderer's Financial Standing and Technical or Professional Ability

Undertakings must demonstrate compliance with the minimum solvency requirements set out in Section F of the Contract Data Sheet, through the means of proof specified in that same section.

Undertakings which, for a valid reason, are unable to provide the references required in Section F of the Contract Data Sheet to demonstrate their economic and financial standing shall be authorised to prove such standing by means of any other document that the Contracting Authority considers appropriate.

II. PROVISIONS RELATING TO THE PROCUREMENT PROCEDURE, CONTRACT AWARD AND CONTRACT EXECUTION

10. Submission of Documentation and Tenders

10.1 The undertaking shall be invited to participate through the publication of a restricted-access contract notice on the Contracting Profile. Access to the restricted area shall be communicated to the invited undertaking by email.

10.2 The deadline for the submission of tenders in this procurement procedure shall expire on the date indicated in the contract notice, at the specified hour, minute and second. Any tenders received after that deadline shall be deemed late and shall not be admitted under any circumstances.

The tenderer must submit the documentation comprising its tender in a single envelope, within the prescribed deadline, through the Online Submission of Bids tool, accessible through the restricted-access link communicated to the invited undertaking by email.

Once the tenderer accesses the Online Submission of Bids web tool through the corresponding link, it shall complete a registration form. It will then receive an offer activation message at the email address(es) indicated in that registration form.

The email addresses indicated by the tenderer in the registration form for the Online Submission of Bids tool, which will be used for communications relating to the use of that tool,

must be the same as those designated in its declaration of responsibility for receiving notifications and communications through the e-NOTUM system.

The tenderer must retain the offer activation email, since the link contained in that message constitutes the sole means of access through which it may submit its tender using the Online Submission of Bids tool.

10.3 In order to commence the transmission of the documentation, the tool shall require the tenderer to enter a password granting access to the offer preparation area. This password does not encrypt the documentation; it merely secures the offer preparation area so that it may be accessed at different times or from different devices for the purpose of preparing the tender.

Once all tender documentation has been completed and the corresponding documents attached, the tender shall be formally submitted. A tender shall not be deemed submitted until it has been registered and assigned the corresponding entry record through the tool. Once a tender has been submitted, the documentation transmitted may no longer be modified.

It should be noted that the Online Submission of Bids tool does not permit the deletion or modification of tenders once submitted, although such actions remain possible at any time prior to submission. Where a tenderer submits two or more tenders within the submission period, intending the latest tender to replace one or more previous tenders, it must expressly notify the Contracting Authority accordingly. The Contracting Authority or, where appropriate, the Procurement Committee, shall determine the appropriate treatment of such tenders.

In the event of a technical failure preventing the use of the Online Submission of Bids tool on the final day for submission of tenders, the Contracting Authority shall extend the submission deadline for such period as it considers strictly necessary, amend the tender submission deadline, publish the corresponding notice on the Public Procurement Services Platform and, additionally, notify the change of date to all undertakings that have submitted a tender. In all cases, the tenderer shall bear the burden of proving the technical failure preventing submission of the tender by sending an email to **contractacio.act@gencat.cat** attaching a screenshot showing the transmission error at the time of submission, within the deadline established in the contract notice.

Guidance materials on how to prepare a tender using the Online Submission of Bids tool are available in the “User Help Materials” section under “Support” on the Public Procurement Services Platform.

10.4 Submitted tenders must be free from computer viruses and any type of malicious program or code, as documents affected by a virus cannot be opened using the corporate tools of the Government of Catalonia. Accordingly, it is the responsibility of the tenderer to scan its documents with antivirus software and, where documents containing a virus are submitted, the tenderer shall bear responsibility for the inability of the Catalan Tourism Board to access their contents.

Where any document submitted by the tenderer is corrupted, blank, illegible or affected by a computer virus, the Contracting Authority shall assess, depending on the document concerned, the legal consequences arising from the inability to access the content of any of the tender documents. Where the affected documents are essential for understanding or assessing the tender, exclusion of the tenderer may be agreed.

Tenderers may submit a backup copy of the electronic documents in electronic physical format, which may be requested where necessary in order to access the contents of damaged documents. In this regard, it is important not to manipulate these files so as not to alter their electronic fingerprint, which will be verified to ensure that the documents contained in the

backup copy and those submitted through the Online Submission of Bids tool are identical. It should also be noted that such backup copies may not be used where virus-infected files have been submitted through the Online Submission of Bids tool, because in such cases it is technically impossible to compare the electronic fingerprints and therefore impossible to guarantee that no modifications have been made after the submission deadline.

10.5 The Online Submission of Bids tool does not permit the submission of files larger than 25 MB. Accordingly, files exceeding this size must be compressed or divided into several parts. Such division must be carried out manually (without using automatic splitting tools such as WinZip or WinRAR) and without applying any password protection. The resulting files must be uploaded under the section “Other Documentation” and numbered accordingly (Part 1 of 2, Part 2 of 2).

10.6 The technical specifications required for the electronic submission of tenders are available in the “User Help Materials” section under “Support” on the Public Procurement Services Platform.

The following electronic document formats are admissible: ".PDF, .DOC, .ZIP, .RAR, .PPT, .XLS, .JPG, .JPEG, .PNG, .TIFF, .TIF, .DOCX, .XLSX, .PPTX, .LCT, .DWG, .CTB, .XML, .TXT, .TCQ".

10.7 The Contracting Authority may require foreign undertakings to submit documentation translated into Catalan, Spanish and/or English.

10.8 Tenders shall remain confidential and submission of a tender shall constitute the tenderer's unconditional acceptance of the contents of these Specifications and of the Technical Specifications, as well as authorisation for the Procurement Committee and the Contracting Authority to consult the data contained in the Register of Tendering and Classified Companies of Catalonia (RELIC), the Official Register of Tenderers and Classified Companies of the Public Sector (ROLECE), or the official lists of economic operators of a Member State of the European Union.

10.9 Each tenderer may submit only one tender. Any breach of this rule shall result in all tenders submitted by that tenderer being declared inadmissible.

10.10 Contents of the Single Envelope

Regarding the personal data provided by the tenderer, such data shall be processed by the unit responsible for the processing activity for the purposes set out in **Clause 26** of these Specifications relating to Basic Information on the Protection of Tenderers' Personal Data.

Tenderers are also reminded that where participation in this procurement procedure involves the communication of personal data, whether for inclusion in their tenders or for demonstrating compliance with pre-award requirements, they must ensure that the prior informed consent of the data subjects has been obtained, in accordance with Articles 6 and 11 of the LOPDGDD.

CONTENTS OF THE SINGLE ENVELOPE:

a) Declaration of Responsibility

The tenderer shall submit a Declaration of Responsibility, attached as **Annex 1** to these Specifications and also incorporated as a template within the Online Submission of Bids tool.

The declaration shall also include the full name and tax identification number (NIF) of the person authorised to access electronic notifications, together with the relevant email address

and, additionally, the mobile telephone number to which notification alerts are to be sent, in accordance with **Clause 7** of these Specifications.

Foreign undertakings shall expressly state in the declaration their submission to the jurisdiction of the Spanish courts and tribunals of any order for all matters arising from the contract, with express waiver of any other jurisdiction to which they may otherwise be entitled.

The supporting documentation evidencing compliance with the requirements referred to in the declaration shall be submitted by the tenderer whose tender has obtained the highest score, prior to contract award. Tenderers shall not be required to submit documentary evidence of information already recorded and duly updated in the RELIC, the ROLECE, or a national database of a Member State of the European Union that is accessible free of charge. Nevertheless, the Contracting Authority may require tenderers to submit all or part of the supporting documentation relating to the fulfilment of pre-award requirements where there are reasonable doubts concerning the validity or reliability of the declaration, or where this is necessary for the proper conduct of the procedure.

b) Other Documentation

Any other documentation required in Section I of the Contract Data Sheet.

c) Financial Tender

The financial tender shall be submitted in accordance with the model attached as **Annex 2** to these Specifications and included as a template for this procurement procedure within the Online Submission of Bids tool.

Tenders containing omissions, errors or alterations that prevent a clear understanding of matters considered essential for their assessment shall not be accepted.

d) Sponsorship Proposal

The sponsorship proposal shall include the promotional and advertising actions offered by the undertaking in accordance with the Technical Specifications, together with the forecast advertising return expected to be obtained.

10.11 Through the Online Submission of Bids tool, undertakings shall electronically sign the “summary” document relating to their tenders by means of an advanced electronic signature based on a qualified or recognised certificate. By signing this document, the entire tender shall be deemed signed, since it contains the electronic fingerprints of all the documents comprising it.

Tenders shall be signed by the legal representatives of the tenderer. The person or persons signing the tender must be the same person or persons who signed the Declaration of Responsibility.

10.12 Tenderers may indicate, in respect of each document for which the Online Submission of Bids tool permits confidentiality to be declared, that it contains confidential information.

The documents and information included by tenderers in the single envelope may be considered confidential where they contain industrial, technical or commercial secrets and/or intellectual property rights and their disclosure to third parties could be contrary to legitimate commercial interests, distort fair competition in the sector, or conflict with the provisions of personal data protection legislation. Confidentiality may also apply to any information whose content could be used to distort competition, whether in this procurement procedure or in

subsequent procedures. The financial tender and the information contained in the Declaration of Responsibility shall in no case be regarded as confidential.

Declarations of confidentiality must be necessary and proportionate to the purpose or interest to be protected and must expressly and duly justify the documents and/or data that are considered confidential. Generic or unjustified declarations of confidentiality shall not be accepted.

In all cases, it shall be for the Contracting Authority to determine whether the confidential classification of specific documentation is appropriate and, consequently, whether access to or inspection of such documentation may be granted, after hearing the undertaking concerned.

10.13 Submission of a tender shall imply that the Contracting Authority may, at any time during the procurement procedure, consult or obtain information relating to any matters declared by the tenderer or contractor, unless they expressly object thereto

11. Procurement Committee

In accordance with Section J of the Contract Data Sheet, no Procurement Committee shall be established in this specific procedure, as its establishment is optional.

12. Determination of the Best Tender

12.1 The assessment of tenders and the determination of the best tender shall be carried out in accordance with the award criteria established in Section G2 of the Contract Data Sheet.

12.2 Tender evaluation procedure

Once the deadline for submission of tenders has expired, on the date, at the place and at the time indicated in the contract notice, the procurement technical unit shall verify that the documentation included in the single envelope has been submitted in accordance with the requirements of these Specifications. Where rectifiable defects are identified, the undertaking shall be notified and granted a period of three calendar days to remedy them. Undertakings that fail to remedy the identified defects within the prescribed period shall be excluded from the procurement procedure.

Requests for clarification or rectification shall be communicated electronically to the undertaking in accordance with **Clause 7** of these Specifications.

12.3 The evaluation of tenders shall be carried out by a member of the unit responsible for monitoring and performance of the contract specified in Section K of the Contract Data Sheet.

A tenderer shall be excluded by means of a reasoned decision where its financial tender exceeds the procurement budget, where it contains a manifest error in the amount proposed that makes it impossible to determine with certainty the price actually offered, or where the tenderer acknowledges the existence of an error or inconsistency rendering the tender unviable. Decisions excluding a tenderer in connection with the opening of electronic tenders may be challenged in accordance with **Clause 34** of these Specifications.

The contract award proposal shall not create any entitlement in favour of the tenderer proposed for award, since the Contracting Authority may depart from that proposal provided that it gives reasons for its decision.

12.4 The identification of tenders containing abnormal or disproportionate values shall be carried out in accordance with Article 149 of the LCSP and on the basis of the thresholds and objective parameters established in Section H of the Contract Data Sheet.

Where a tender is presumed to be abnormally low, the procurement technical unit shall require the tenderer concerned to provide a reasoned and detailed justification and breakdown of the low level of prices, costs or any other parameter on the basis of which the abnormality of the tender has been identified. Accordingly, the procurement technical unit shall request whatever explanations it considers appropriate regarding the viability of the tender together with the corresponding supporting justification. The tenderer shall have a period of five working days in which to submit the information and documentation deemed relevant for these purposes.

Requests for justification shall be made through the functionality available for that purpose in the Online Submission of Bids tool, in accordance with **Clause 7** of these Specifications.

If, upon expiry of that period, the procurement technical unit has not received the requested information and supporting documentation, it shall inform the Contracting Authority, and the tender shall be deemed incapable of being properly performed, resulting in the exclusion of the tenderer from the procedure.

Where the procurement technical unit receives the requested information and supporting documentation within the prescribed period, it shall assess them and submit a duly reasoned proposal either accepting or rejecting the tender to the Contracting Authority so that it may decide, following consultation with the relevant technical service, either to accept the tender on the grounds that its viability has been demonstrated or, alternatively, to reject it.

The Contracting Authority shall reject tenders presumed to be abnormally low where they are based on assumptions or practices that are inappropriate from a technical, economic or legal perspective. Likewise, it shall reject tenders where it determines that they are abnormally low because they infringe the rules governing subcontracting or fail to comply with applicable national or international environmental, social or labour obligations, including non-compliance with the applicable sectoral collective bargaining agreements, in accordance with Article 201 of the LCSP.

13. Classification of Tenders and Pre\-Award Documentation Requirements

13.1 Since negotiation is not possible due to the nature of the procurement, the technical unit responsible for the contract shall, on the basis of the sole award criterion (price) established in Section G2 of the Contract Data Sheet, submit a proposal for the award of the contract to the Contracting Authority.

13.2 In accordance with Article 150 of the LCSP, the relevant services shall require the tenderer that has submitted the best tender to submit, within a period of 10 working days from the day following receipt of the request, the supporting documentation referred to below:

A. Undertakings not entered in the Register of Tendering and Classified Companies of Catalonia (RELIC), the Official Register of Tenderers and Classified Companies of the State (ROLECE), or a national database of a Member State of the European Union:

The tenderer that has submitted the best tender must provide the following documentation. Where applicable, such documentation must also be provided in respect of entities whose capacities are relied upon:

- Documentation evidencing legal capacity and legal personality, in accordance with **Clause 8** of these Specifications.

- Documentation evidencing the authority and legal status of the persons signing the tender: a power of attorney authorising the holder to appear or sign tenders on behalf of another person, together with the national identity document or passport. Such power of attorney must comply with the following formal requirements: it must be executed as a public deed, be an authentic copy, and be registered in the Commercial Registry or the relevant official register. The undertaking may also demonstrate representation through registration in the Representa register.
- Documentation evidencing compliance with the specific solvency requirements or the corresponding classification certificate, in accordance with **Clause 9** of these Specifications.

The tenderer that has submitted the best tender must also provide:

- Any other documentation specifically required, due to the nature of the contract, in Section I of the Contract Data Sheet.

B. Undertakings entered in the Register of Tendering and Classified Companies of Catalonia (RELIC), the Official Register of Tenderers and Classified Companies of the State (ROLECE), or a national database of a Member State of the European Union:

The undertaking that has submitted the best tender must provide all documentation relating to the required legal capacity and solvency for participation in the procurement procedure that is not recorded in those registers or that is not current or updated therein, in accordance with **Clause 10** of these Specifications, together with the following documentation:

- Any other documentation specifically required, due to the nature of the contract, in Section I of the Contract Data Sheet.

The documentation shall be submitted through the functionality available for that purpose in the Online Submission of Bids tool and in accordance with **Clause 7** of these Specifications.

13.3 Once the required documentation has been submitted by the tenderer, it shall be reviewed. If the documentation contains rectifiable defects or errors, the affected undertaking shall be notified and granted a maximum period of three calendar days to correct or rectify them.

Requests for rectification shall be made through the functionality available for that purpose in the Online Submission of Bids tool and in accordance with **Clause 7** of these Specifications.

Failure to comply properly with the documentation requirement within the prescribed period, or within any period granted for rectification, shall be deemed to constitute withdrawal of the tender, and the procurement procedure shall be declared unsuccessful.

Where appropriate, the declaration that the procedure has been unsuccessful shall be published on the Contracting Profile of the Catalan Tourism Board.

Furthermore, any false statement made by the tenderer in the Declaration of Responsibility or in any other declaration may give rise to the ground for exclusion from contracting with the public sector provided for in Article 71.1(e) of the LCSP.

14. Performance Bond

No performance bond is required under this contract, since the circumstances specific to the sponsorship contract justify the waiver of such requirement, in accordance with Section L of the Contract Data Sheet.

15. Decision Not to Award or Conclude the Contract and Discontinuance of the Procedure

The Contracting Authority may decide not to award or conclude the contract, for duly justified public interest reasons, and shall notify the tenderer accordingly before the contract is formalised.

The Contracting Authority may also discontinue the procedure before formalisation of the contract by notifying the tenderer where it identifies a non\-remediable breach of the rules governing the preparation of the contract or the award procedure.

In either case, the tenderer shall be compensated for the expenses incurred, up to a maximum amount of €100, provided that reimbursement is requested.

The decision not to award or conclude the contract, as well as the discontinuance of the award procedure, shall be published on the Contracting Profile of the Catalan Tourism Board.

16. Contract Award

16.1 Once the documentation referred to in **Clause 13** of these Specifications has been submitted, the Contracting Authority shall award the contract to the undertaking within five working days following receipt of such documentation.

16.2 The contract award decision shall be notified to the tenderer and published on the Contracting Profile of the Catalan Tourism Board within a period of fifteen days, indicating the deadline by which the contract must be formalised.

17. Formalisation and Conclusion of the Contract

17.1 The contract shall be formalised in an administrative document by means of an advanced electronic signature based on a qualified or recognised electronic signature certificate.

The undertaking may request that the contract be executed as a public deed, in which case the corresponding costs shall be borne by the undertaking.

17.2 The contract shall be formalised within a maximum period of fifteen working days following the date on which the contract award notification referred to in the previous clause is made to the tenderer.

17.3 If the contract is not formalised within the period referred to in the preceding section for reasons attributable to the successful tenderer, a penalty equal to 3% of the procurement budget, excluding VAT, shall be imposed. Furthermore, such circumstance may give rise to a declaration prohibiting the undertaking from contracting with the public sector, in accordance with Article 71.2(b) of the LCSP.

If the contract is not formalised within the prescribed period for reasons attributable to the Catalan Tourism Board, the successful tenderer shall be compensated for any losses and damages caused by the delay.

17.4 The content of the contract shall be that established in Article 35 of the LCSP and Article 71 of the RGLCAP and shall not include any clause that alters the terms of the award.

17.5 The contract shall be concluded upon its formalisation, and such formalisation shall be an essential prerequisite for the commencement of contract performance.

17.6 The formalisation of the contract, together with the contract itself, shall be published on the Contracting Profile of the Catalan Tourism Board within a period not exceeding fifteen days following its conclusion.

17.7 Once the contract has been formalised, the basic details required for registration shall be communicated to the Public Contracts Register of the Government of Catalonia, including the identity of the contractor, the contract award amount together with the corresponding VAT breakdown and, where applicable, any subsequent amendments, extensions, changes to deadlines or prices, the final contract amount and the termination of the contract.

The contractual information communicated to the Public Contracts Register shall be publicly accessible, subject to the limitations imposed by data protection legislation and provided that such information is not confidential in nature.

III. PROVISIONS RELATING TO CONTRACT PERFORMANCE

18. Special Conditions of Contract Performance

The special conditions relating to contract performance, which are mandatory for the contractor and, where applicable, for any subcontractor or subcontractors, are those established in Section M of the Contract Data Sheet, as well as those identified as such in other clauses of these Specifications.

These special conditions of contract performance shall be deemed essential contractual obligations and, consequently, any breach thereof shall constitute grounds for termination of the contract.

19. Performance and Supervision of the Sponsorship

The contract shall be performed in accordance with its provisions and with the Specifications, and in accordance with any instructions regarding their interpretation issued to the contractor or contractors by the Contract Manager referred to in **Clause 21** of these Specifications.

20. Compliance with Deadlines and Proper Performance of the Contract

20.1 The contractor undertakes to carry out the sponsored event within the time limits established in the Technical Specifications and in the contract.

The contractor also undertakes to carry out all actions necessary for the proper organisation and execution of the sponsored event and to achieve the advertising return envisaged in its proposal.

20.2 The contractor shall pay a penalty to the Contracting Authority in the event of the following breaches of contract:
a) Where the event must be partially suspended as a consequence of restrictive measures of any kind, including weather-related measures.
b) Where the sponsorship return is lower than that provided for in the sponsored party's proposal document.
c) Failure to comply with the deadlines established by the Catalan Tourism Board for the submission of documents and reports.

The applicable penalties shall be as follows:

- In the circumstances provided for in paragraphs (a) and (b), the Contracting Authority shall reduce the contract price proportionally to the advertising return that has not been obtained.

- In the circumstances provided for in paragraph (c), a penalty of up to a maximum of 10% of the contract price, excluding VAT, may be imposed. The penalty shall be proportionate to the breach committed by the contractor. In assessing the seriousness of the breach, account shall be taken of the specific circumstances of the case (repetition of breaches, prior warnings, intentional conduct, extent of damage caused, failure to comply with warnings issued by the Contract Manager, etc.).

The Contracting Authority shall be responsible for conducting the procedure for the imposition of the relevant penalty and, where appropriate, issuing the corresponding decision, following adversarial proceedings.

20.3 Penalties imposed shall be immediately enforceable and shall be recovered by deduction from any amounts that the **Catalan Tourism Board** may still owe to the contractor.
Where no outstanding payments remain, recovery may be pursued through administrative enforcement proceedings, as such amounts shall be deemed public-law revenue.

20.4 In accordance with Article 1152 of the Civil Code, the penalties provided for herein shall not replace compensation for damages and losses and shall therefore be cumulative with any such compensation.

21. Contract Manager

Without prejudice to the unit responsible for the ordinary monitoring and performance of the contract referred to in Section K of the Contract Data Sheet, a Contract Manager shall be appointed and shall perform the following functions:

- To supervise contract performance and take decisions and issue instructions necessary to ensure the proper performance of the contract. In particular:
  - To issue instructions and directions concerning the performance of the contract.
  - To interpret the contract (provided that this does not involve the exercise of public powers where such functions have been outsourced).
  - To monitor compliance with contractual deadlines.
  - To verify that the content of the tender submitted is effectively reflected in contract performance.
- To propose the imposition of penalties.
- To issue a report determining whether any delay in performance is attributable to the contractor.
- To support the Contracting Authority in matters arising from contract performance, including:
  - Monitoring compliance with transparency requirements.
  - Functions relating to the review of invoices, proposals for contract extensions, monitoring of the contractor's social obligations, supervision of compliance with social security obligations, non-payments and related matters.
  - Proposals for compensation and penalties arising from delays in performance or any other contractual breach provided for.
  - Referral to the Contracting Authority of all incidents arising during contract performance.
- To report on the level of satisfaction with contract performance. This function shall include the preparation of a final contract evaluation report.

In the event of a change in the appointment of the Contract Manager, the **Catalan Tourism Board** shall notify the contractor immediately and in writing.

22. Resolution of Incidents

Any incidents that may arise between the Administration and the sponsored party during the performance of the contract shall be resolved by mutual agreement.

Should no agreement be reached, the legal remedies available under the applicable legal framework shall remain available in accordance with **Clauses 34** et seq., as appropriate.

IV. PROVISIONS RELATING TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES

23. Payments to the Contractor

23.1 The amount of the services performed shall be evidenced in accordance with the Technical Specifications by means of documents certifying the total or partial performance of the contract, where applicable.

23.2 Payment to the contractor shall be made upon submission of an invoice issued in accordance with the legislation in force on electronic invoicing, within a maximum period of 30 calendar days from the date on which the service is effectively provided or the contractual subject matter is received or, where such date is unknown, from the date on which the invoice is registered.

In accordance with Act 25/2013 of 27 December on the Promotion of Electronic Invoicing and the Creation of the Accounting Register of Invoices in the Public Sector, invoices must be signed using an advanced electronic signature based on a recognised certificate and must necessarily include the procurement file reference number.

The format and signature requirements of electronic invoices shall comply with Annex 1 of Order ECO/306/2015 of 23 September regulating the procedure for processing and recording invoices in the Accounting Register of Invoices within the Administration of the Government of Catalonia and its dependent public sector.

The e.FACT platform is the General Entry Point for Electronic Invoices of the Administration of the Government of Catalonia and its Public Sector.

The identifying details of the administrative body responsible for public accounting, the Contracting Authority and the recipient, which the contractor must include in the corresponding invoices, are as follows:

- Contracting Authority Tax Identification Number (NIF): S0800470G.
- Processing Unit, Managing Body and Accounting Office: A09019002 – Catalan Tourism Board – 08008 Barcelona (ESP) – Carrer d'Aragó, 244, 4th Floor, 08007 Barcelona.

The status of invoices may be consulted on the website of the Department of Economy and Finance, under the Treasury and Payments section (invoice and payment status consultation), from the day following registration of the invoice.

23.3 In the event of delay in payment, the contractor shall be entitled to receive, under the legally established terms and conditions, default interest and compensation for recovery costs in accordance with Act 3/2004 of 29 December establishing measures to combat late payment in commercial transactions.

23.4 The contractor may perform the works more quickly than necessary in order to complete the services within the contractual period or periods. However, regardless of the amount performed or certified, the contractor shall not be entitled in any given year to receive a greater

amount than that allocated to the corresponding annual budget allocation, adjusted by the award coefficient.

24. Contractor's Liability

The contractor shall be responsible for the technical quality of the work carried out and for the services performed, as well as for any consequences arising for the Catalan Tourism Board or for third parties from omissions, errors, inappropriate methods or incorrect conclusions in the performance of the contract.

The contractor shall perform the contract at its own risk and expense and shall be obliged to compensate for any loss or damage caused to third parties as a consequence of the operations required for performance of the contract, except where such damage results directly and immediately from an order issued by the Catalan Tourism Board.

25. Other Obligations of the Contractor

25.1 In performing the contract, the contractor shall comply with all applicable environmental, social and labour obligations established under European Union law, national law, collective agreements and international environmental, social and labour law provisions binding upon the Spanish State, and in particular those referred to in Annex V of the LCSP.

The contractor shall also comply with the regulations in force concerning the social inclusion of persons with disabilities and tax obligations.

Failure to comply with the aforementioned environmental, social or labour obligations, and in particular serious and intentional breaches consisting of repeated failures or delays in the payment of wages, or the application of salary conditions below those required by the applicable collective agreements, shall give rise to the penalties referred to in **Clause 20** of these Specifications.

For this purpose, the contractor shall provide evidence of effective payment of such amounts whenever requested to do so by the Contracting Authority.

25.2 The contractor shall guarantee that, in the performance of the contract, all its activities are carried out in full compliance with the conventions of the International Labour Organization, Directive (EU) 2024/1760 of the European Parliament and of the Council of 13 June 2024 on corporate sustainability due diligence and amending Directive (EU) 2019/1937 and Regulation (EU) 2023/2859, the National Action Plan on Business and Human Rights, as well as international human rights law and international humanitarian law.

To ensure compliance with this obligation, the contractor shall provide the information and evidence requested by the Contracting Authority. The contractor shall also permit audits, verifications and inspections carried out by the Contracting Authority in order to assess compliance with this clause.

25.3 The contractor undertakes to comply with the salary conditions applicable to its employees in accordance with the relevant sectoral collective agreement.

25.4 The contractor undertakes, in performing the services forming the subject matter of the contract, to apply measures aimed at promoting equality between women and men.

25.5 This contract is awarded through a negotiated procedure without prior publication on grounds of exclusivity, in accordance with Section E of the Contract Data Sheet.

As the only undertaking capable of performing the contract has its registered office outside Spain and does not ordinarily operate in the Catalan language, English shall be the working language governing relations between the contractor and the Catalan Tourism Board arising from the performance of the contract. This includes ordinary communications, monitoring meetings, technical correspondence and the delivery of contractual outputs.

The contractor may deliver the work forming the subject matter of the contract in English. Such work must be accompanied, both in hard copy and in digital format, by a Catalan version of the following documents:

a) Final documents and project documentation incorporated into the procurement file or intended to produce effects vis\-à\-vis third parties.

b) Reports, results reports and executive summaries.

c) Any other document specified in the Technical Specifications.

Translation shall be the responsibility of the contractor, which shall guarantee linguistic quality and terminological accuracy. The cost of translation shall be deemed included in the contract price.

In the event of any discrepancy between the English and Catalan versions of the documents incorporated into the procurement file, the Catalan version shall prevail.

Under the section "Contracting with the Administration" of the Public Procurement website, undertakings have access to tools supporting translation and drafting, both for general language and specialised terminology. These tools assist undertakings in complying with Catalan language requirements and in delivering documents of an appropriate linguistic standard.

25.6 The contractor undertakes to provide the information necessary to enable publication of the following contract data: date of signature, parties to the contract, subject matter, award amount, procurement procedure used, identity of the successful tenderer, duration, and any amendments or extensions thereto.

In accordance with Articles 8.1(f) and 13 of Act 19/2014 of 29 December on Transparency, Access to Public Information and Good Governance (hereinafter, the LTAIPBG), the contract shall be subject to public disclosure requirements. In accordance with Article 5 of the LTAIPBG, information subject to transparency obligations shall be published on the website of the Catalan Tourism Board.

25.7 The contractor or contractors shall comply with competition law.

In the event of any infringement of competition law, the Administration may bring a claim for damages in accordance with Royal Decree\-Law 9/2017 of 26 May.

26. Data Protection

The Catalan Tourism Board shall process the personal data of the tenderer for the purpose of managing its participation in the procurement procedure, as well as the payment, invoicing and accounting and tax obligations arising therefrom.

The contractor undertakes to comply with the GDPR, the LOPDGDD and any other applicable data protection legislation.

The contractor's personnel shall not have access to the personal data of the Catalan Tourism Board, except on an incidental basis. In such cases, they shall maintain the confidentiality of such data, even after the contractual relationship has ended, and shall neither use nor disclose it.

The contractor shall implement the technical and organisational measures necessary to guarantee the security of the data and ensure that all its personnel and collaborators are aware of and comply with such measures.

Furthermore, the contractor shall provide the Catalan Tourism Board with the information necessary to demonstrate compliance with the GDPR and shall immediately report any incident affecting the security or confidentiality of the data, ensuring that such incident is properly recorded.

Failure to comply with these obligations may give rise to legal liability and sanctions, both vis\-à\-vis the Catalan Tourism Board and the relevant Data Protection Authority.

27. Confidentiality

Any confidential information disclosed by the Catalan Tourism Board to the contractor during the term of this contract shall be treated as strictly confidential by the recipient, which undertakes to use such information solely for the purpose for which it was disclosed by the disclosing party, except where disclosure is required by law.

The contractor undertakes to maintain the utmost confidentiality and secrecy regarding any information classified as confidential.

Confidential information shall be deemed to include any data to which the contractor has access as a result of this procurement procedure and/or the general agreement governing the services to be provided by the contractor, particularly information and data belonging to the Catalan Tourism Board to which it has had, or may have, access during contract performance. Publicly available information shall not be considered confidential.

The confidentiality obligation established in the contract shall remain in force indefinitely and shall survive termination of the relationship between the parties for any reason.

Likewise, the contractor shall be responsible for ensuring that its personnel, collaborators, managers and, in general, all persons with access to confidential information and to the files of the Catalan Tourism Board comply with confidentiality obligations and with obligations relating to the automated processing of personal data. Accordingly, the contractor shall provide all necessary warnings and execute all necessary documents with such persons in order to ensure compliance with these obligations.

Notwithstanding the foregoing, the Catalan Tourism Board shall retain exclusive authority to determine the purpose, content and use of existing data files or any data files that may be created and to which the contractor may have access as a result of the activities carried out by the contractor.

28. Industrial Property

28.1 The Catalan Tourism Board grants the contractor the right to use the "Catalonia" brand, of which it is the owner, for the purposes of the activities arising from this sponsorship.

This licence shall remain valid for the same duration as this sponsorship contract.

The Catalan Tourism Board shall provide the contractor with the relevant brand application guidelines, which the contractor shall observe when using the brand. In all cases, the contractor shall submit any proposed use for the prior approval of the Catalan Tourism Board.

This sponsorship contract does not entail the transfer of any industrial property rights.

28.2 The contractor undertakes to:

a) Use the "Catalonia" and "Generalitat de Catalunya" trademarks exclusively for the purposes authorised under this sponsorship contract and in accordance with the application guidelines attached as an annex to these Particular Administrative Specifications, without modifying their spelling, design, colours, proportions, distinctive features or any other aspect without the prior, express and written authorisation of the Catalan Tourism Board.

b) Observe and apply the usage and quality\-control guidelines established by the Catalan Tourism Board, ensuring that the products, services, campaigns or materials in which the trademarks are used comply with the agreed standards or with those reasonably expected in the relevant market.

c) Inform the Catalan Tourism Board immediately and in writing of any indication, suspicion or knowledge of improper use or infringement by third parties relating to the trademarks, and cooperate actively with the Catalan Tourism Board, where requested, in the defence of industrial property rights.

d) Refrain from carrying out any action that could damage the reputation, commercial value or distinctiveness of the Generalitat de Catalunya trademark or the Catalonia trademark, whether directly or through related third parties.

e) Immediately cease using the Generalitat de Catalunya trademark and the Catalonia trademark upon termination, expiry or cancellation of the sponsorship contract for any reason, and effectively withdraw all materials, media or products in which the trademarks appear.

29. Ethical Clause

29.1 Senior officials, management personnel, supervisory personnel, administrative staff and employees of the public administration and its public sector who participate, directly or indirectly, in the public procurement procedure are subject both to the Code of Ethics of the Catalan Tourism Board and to the Code of Principles and Recommended Conduct in Public Procurement, and their provisions shall apply transversally to any action forming part of any stage of the procurement procedure, according to the degree of involvement and responsibility in contractual procedures.

The submission of a tender by a tenderer shall imply its adherence to both the Code of Ethics of the Catalan Tourism Board and the Code of Principles and Recommended Conduct in Public Procurement, in accordance with the ethical and integrity commitments forming part of the contractual relationship.

29.2 Tenderers, contractors and subcontractors undertake the following obligations:

a) To observe the principles, rules and ethical standards applicable to the activities, trades and/or professions corresponding to the services forming the subject matter of the contract.

b) Not to engage in actions that place the public interest at risk in relation to the contract or the services to be procured.

c) To report any irregular situations that may arise during public procurement procedures or during contract performance.

d) To refrain from conduct intended to prevent, restrict or distort competition, or which may have such effect, including collusive practices or anti\-competitive conduct (cover bidding, bid suppression, market allocation, bid rotation, etc.).

e) When submitting a tender, to declare any situation that may give rise to a conflict of interest for the purposes of Article 64 of the LCSP, or any equivalent relationship with parties having an interest in the project. If such a situation arises during contract performance, the contractor or subcontractor shall immediately inform the Contracting Authority.

f) To respect confidentiality agreements and obligations.

g) Furthermore, the contractor shall cooperate with the Contracting Authority in any monitoring and/or evaluation activities carried out in relation to the performance of the contract, in particular by providing any information requested for such purposes and which transparency legislation and public procurement regulations require contractors to provide in relation to the relevant Administration, without prejudice to any transparency obligations directly applicable to them by law.

29.3 Tenderers, contractors and subcontractors, as well as their subsidiaries or affiliated companies, undertake to comply strictly with tax, labour and social security legislation and, specifically, not to carry out financial transactions contrary to tax regulations in countries that do not maintain capital\-control rules and that are considered tax havens by the European Union.

29.4 All of the above obligations and commitments shall be regarded as special conditions of contract performance.

29.5 The consequences and penalties for breach of this clause shall be as follows:

- In the event of non\-compliance with paragraphs (a), (b), (c), (f) and (g) of section 4.2, a minimum penalty of €0.60 for every €1,000 of the contract price, excluding VAT, shall be imposed. Such amount may be increased, with due justification and on a proportionate basis, according to the seriousness of the facts. The seriousness of the facts shall be assessed on the basis of the damage caused to the public interest, repetition of the conduct or the benefit obtained as a result of the breach. In no event may any individual penalty exceed 10% of the contract price, excluding VAT, nor may the aggregate amount of penalties exceed 50% of the contract price.
- In the event of non\-compliance with paragraph (d) of section 4.2, the Contracting Authority shall report the facts to the authorities responsible for competition matters.
- In the event of non\-compliance with paragraph (e) of section 4.2, the Contracting Authority shall report the matter to the Public Procurement Ethics Commission of the Government of Catalonia for the issuance of the corresponding report, without prejudice to any other penalties that may be applicable.
- Where the seriousness of the facts so requires, the Contracting Authority shall report them to the Anti\-Fraud Office of Catalonia or to any supervisory or auditing bodies having jurisdiction over the matter.

V. PROVISIONS RELATING TO CONTRACTOR SUCCESSION, ASSIGNMENT, SUBCONTRACTING AND PRICE REVIEW

30. Succession of the Contractor

In the event of a merger involving the contractor, the contract shall continue in force with the absorbing entity or with the entity resulting from the merger, which shall be subrogated to all rights and obligations arising therefrom.

In cases of demerger, contribution or transfer of undertakings or business divisions, the contract shall continue with the entity to which the contract is assigned, which shall be subrogated to all rights and obligations arising therefrom, provided that it meets the requirements relating to capacity, absence of grounds for exclusion and the solvency requirements applicable at the time of contract award, or provided that the entities benefiting from such transactions and, where applicable, the company from which the assets, undertakings or segregated business divisions originate, assume joint and several liability for the performance of the contract.

The contractor shall notify the Contracting Authority of any such event.

If subrogation cannot take place because the entity to which the contract would be assigned does not satisfy the necessary solvency requirements, the contract shall be terminated and such circumstance shall, for all purposes, be regarded as a termination attributable to the contractor.

31. Assignment of the Contractor's Position

The rights and obligations arising from this contract may be assigned by the sponsored party to a third party, provided that the technical or personal qualities of the assignor were not a determining factor in the award of the contract and that the assignment does not result in an effective restriction of competition in the market, subject to the prior express authorisation of the Administration and compliance with the requirements established in Article 214 of the LCSP.

The assignee undertaking shall be subrogated to all rights and obligations corresponding to the undertaking assigning the contract.

VI. PROVISIONS RELATING TO CONTRACT TERMINATION

32. Warranty Period and Return or Cancellation of the Performance Bond

No performance bond is required under this contract, as the circumstances specific to the sponsorship contract justify the waiver of such requirement, in accordance with Section L of the Contract Data Sheet.

33. Termination of the Contract

The following shall constitute grounds for termination of the contract:

- The death or subsequent incapacity of an individual contractor, or the dissolution of the legal personality of the contractor company, without prejudice to the provisions of Article 98 concerning succession of the contractor.
- The declaration of insolvency proceedings or a declaration of insolvency in any other procedure.
- Mutual agreement between the Catalan Tourism Board and the contractor.
- Delay by the contractor in complying with contractual deadlines.
- Impossibility of performing the contractual obligations under the terms originally agreed.
- Failure to correctly incorporate the corporate image of the entity into all elements deriving from the sponsorship, including the reproduction of logos and trademarks in accordance with the agreed order of priority, importance, size, positioning and prominence, as well as any unauthorised alteration of those criteria, or any failure to safeguard the reputation and image of the entity by making statements that may harm, undermine or damage its reputation or integrity.

- If the event has to be cancelled as a consequence of restrictive measures of any kind, including weather\-related measures, or if it is not ultimately held for any reason whatsoever, this contract shall be terminated and the Contracting Authority shall not be obliged to pay the sponsorship fee, excluding VAT.

VII. APPEALS, INTERIM MEASURES AND SPECIAL CASES OF CONTRACTUAL INVALIDITY

34. Appeals

34.1 As this contract is a private contract pursuant to Article 26.1(a) of the LCSP, it does not fall within the cases provided for in Article 44 of the LCSP, and the acts adopted in relation to its preparation and award are not subject to the special procurement appeal.

34.2 Preparatory and award acts may be challenged by means of an administrative appeal (*recurs d'alçada*) before the Minister responsible for tourism matters, in accordance with Act 26/2010 of 3 August on the Legal Regime and Procedure of the Public Administrations of Catalonia and Act 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations.

34.3 Procedural acts adopted by the technical unit during the award procedure shall be subject to an administrative appeal (*recurs d'alçada*) before the Contracting Authority where such acts directly or indirectly determine the award, make it impossible to continue the procedure or cause irreparable harm or prejudice to rights or legitimate interests, in accordance with Act 26/2010 of 3 August on the Legal Regime and Procedure of the Public Administrations of Catalonia and Act 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations.

In any event, decisions of the technical unit admitting or excluding candidates or tenderers, or admitting or excluding tenders, including tenders excluded for being deemed abnormally low, shall be deemed to satisfy the foregoing conditions.

34.4 Decisions adopted by the Contracting Authority in the exercise of the prerogatives of the Catalan Tourism Board shall likewise be subject to an administrative appeal (*recurs d'alçada*) before the Minister responsible for tourism matters, in accordance with Act 26/2010 of 3 August on the Legal Regime and Procedure of the Public Administrations of Catalonia and Act 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations.

34.5 No administrative remedy shall be available against private\-law acts adopted in relation to the effects, performance and termination of this contract, without prejudice to the right of interested natural or legal persons to bring proceedings directly before the civil courts. Given the private\-law nature of the contract, its effects, amendment and termination are governed entirely by private law and any related disputes shall be resolved by the civil courts, in accordance with Articles 26.2 and 27.2(a) of the LCSP.

35. Invalidity Regime

This contract shall be subject to the invalidity regime established in Articles 38 to 43 of the LCSP.

36. Competent Jurisdiction

The administrative courts shall have jurisdiction to hear and determine disputes arising in connection with the preparation and award of this contract, in accordance with Article 26.2 of the LCSP.

The civil courts shall have jurisdiction over disputes relating to the effects, amendment and termination of this contract, in accordance with Article 26.2 of the LCSP.

Head of Procurement
Legal Advisory and Procurement Unit

ANNEX 1

MODEL RESPONSIBLE DECLARATION

[Full name], **[on my own behalf / on behalf and in representation of the company ..... with Tax ID (NIF).....]**, in which I act in the capacity of **[sole, joint and several or joint director, or joint and several or joint attorney-in-fact]**, as a tendering company for the **contract for advertising sponsorship of the 10th edition of The Best Chef Awards**, with file number **ACT-2026-68**.

HEREBY DECLARE, UNDER MY RESPONSIBILITY

a) That the company is authorised to enter into contracts with the Public Administration, as it has the legal capacity to act and the required economic and technical solvency, and is not subject to any of the circumstances prohibiting it from contracting set out in Article 71 of Law 9/2017, of 8 November, on Public Sector Contracts.

b) That it holds the authorisations required to carry out the activity.

c) Tick the box that applies:
(___) That it is not a foreign company.
(___) That, being a foreign company, it will submit to the Spanish courts and tribunals of any jurisdiction for all matters that may arise from the contract, expressly waiving any jurisdiction to which it might otherwise be entitled.

d) That the company is a micro, small or medium-sized enterprise:
(___) No.
(___) Yes.

e) That the email address(es) at which to receive notices that electronic notifications and communications have been made available through the e-NOTUM service; the person(s) authorised to access the electronic notifications; and the mobile phone number(s) at which to receive the aforementioned notices and, where applicable, the one-time password to access the notifications, are as follows:

Full name	
Tax ID (NIF), national ID (DNI), foreigner ID (NIE) or passport	
Email address	
Mobile number for notifications	

Full name	
Tax ID (NIF), national ID (DNI), foreigner ID (NIE) or passport	
Email address	
Mobile number for notifications	

f) That, as the signatory of this declaration, I have sufficient capacity, in the representation in which I act, to appear and sign this declaration and the rest of the documentation required for contracting, including the financial offer.

In witness whereof, I sign this responsible declaration.

[Digital signature]

ANNEX 2

MODEL FINANCIAL OFFER

[Full name], with Tax ID (NIF) **[NIF number]**, on behalf and in representation of the company **[Company name]** with Tax ID (NIF) **[NIF number]**, and registered office at **[address]**,

HEREBY DECLARE:

1. That I am aware of the conditions and requirements that must be met in order to be awarded the **contract for the advertising sponsorship of the 10th edition of The Best Chef Awards** with file number **ACT-2026-68.**

2. That I undertake to fulfil the obligations set out in the technical specifications, in strict compliance with the stipulated requirements and conditions, for the total amount of:

Amount excluding VAT	VAT	Amount including VAT

In witness whereof, I sign this financial offer.

[Digital signature]