# CONTRACTING FOR THE PROMOTIONAL CAMPAIGN "OLIVES FROM SPAIN" IN THE UNITED KINGDOM

## SPECIAL CONDITIONS DOCUMENT

## OPEN PROCEDURE

**RECORD NO: 2019-055**

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## 1.- INTRODUCTION

Extenda-Agencia Andaluza de Promoción Exterior, S.A. (hereinafter Extenda) is the company of the Regional Government of Andalusia, attached to the Consejería de la Presidencia, Administración Pública e Interior, whose aim is to encourage the internationalisation process of Andalusian companies, assisting them in a comprehensive way until they consolidate their presence in international markets.

In the Contracting Platform of the Regional Government of Andalusia, bidders can access to the Extenda Contractor Profile, in which they can access all information related to contracting activity by the entity.

http://www.juntadeandalucia.es/temas/contratacion-publica/perfiles-licitaciones/perfiles-contratante/detalle/EICE15.html

Publication in the Contractor's Profile shall have the effects foreseen in the PSCL (Public Sector Contracts Law).

For queries, complaints, claims and suggestions, the following e-mail address may be used: contratacion@extenda.es.

## 2.- PARTS OF THE CONTRACT

### *2.1 LEGAL FRAMEWORK FOR THE CONTRACT*

Extenda, as a public sector trading company, is included in the subjective scope of application of the Law 9/2017, of 8 November, on Public Sector Contracts, which transposes into Spanish law Directives 2014/23/EU and 2014/24/EU of the European Parliament and Council of 26 February 2014 (hereinafter PSCL) by virtue of Article 3.1.h.

The contract to be signed will be qualified as **SERVICES**, with regard to the provisions in article 17 of the PSCL.

It shall also be classified as a **CONTRACT SUBJECT TO HARMONISED REGULATION.**

The present contract will be awarded by open procedure as regulated under Articles 156 to 158 of the PSCL.

The contract deriving from this tendering process and to which this document refers is of a private nature and shall be governed by the clauses contained herein and by the civil and mercantile legislation applicable to it. In addition, the contract shall be subject to the provisions of applicable Community law.

In accordance with the 25th Additional Provision of the PSCL, contracts involving the processing of personal data must fully respect the Organic Law 15/1999, of 13 December *de Protección de Datos de Carácter Personal* (on the Protection of Personal Data) (current Organic Law 3/2018 of December 5, *de Protección de Datos Personales y Garantía de los Derechos Digitales* (on Protection of Personal Data and Guarantee of Digital Rights)), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data (GDPR), and supplementary legislation.

The present Special Conditions Document and the Technical Specifications Document, budgets, work plan and conditions, once presented and accepted, as well as the rest of the documents relating to the tender, are of a contractual nature. In the event of any discrepancy between this document and any of the aforementioned contractual documents, the former shall prevail over the latter.

Ignorance of the contract in any of its terms, of the documents that form part of it, or of documents or rules of any kind approved by Extenda and notified to bidders or, where applicable, to the successful bidder that may be applicable, shall not exempt from the obligation to comply with it.

### *2.2 PURPOSE OF THE CONTRACT*

The purpose of the contract is to provide the service for DESIGN, DEVELOPMENT AND EXECUTION OF A CAMPAIGN TO PROMOTE “OLIVES FROM SPAIN” IN THE UNITED KINGDOM under the terms established in the Technical Specifications Document.

For the delimitation of the purpose of the contract within the Common Procurement Vocabulary (CPV), approved by Regulation (EC) No 2195/2002 of the European Parliament and of the Council of 5 November 2002, amended by Regulation 213/2008, the assigned reference is: 79340000-9 ADVERTISING AND MARKETING SERVICES.

By its nature, this contract cannot be divided into lots. The nature of the performance of the object of the contract implies a need to coordinate the execution of the different services included in its purpose, and this could be impossible if it is split into lots for execution by different contractors.

### *2.3 INITIAL TENDER BUDGET AND ESTIMATED VALUE*

The basic tender budget amounts to **€484,000 (INCLUDING VAT)**, with the following breakdown by items:

- Total amount (*excluding* VAT): €400,000
- VAT amount: €84,000
- Total amount (*including* VAT): €484,000
- Amount broken down (EXCLUDING VAT):
  - Print media plan €150,000
  - Social media: €85,000
  - Public Relations Activities: €150,000
  - Content generation: €15,000

The estimated value of the contract calculated in accordance with the rules laid down in article 101 of PSCL is **€800,000 (EXCLUDING VAT).**

The method for calculating the estimated amount has been to take account of the history of previous "Table Olives from Spain" promotion campaigns carried out in the United Kingdom, to determine the price of the invitation to tender, taking account of the price of any extension (€400,000, EXCLUDING VAT).

The amounts broken down above are not binding for bidders in making their budget breakdown proposals (in accordance with Annex VIII).

### *2.4 CONTRACT PRICE*

The contract price will be that determined in the contract award, in accordance with the successful bid. Where the latter consists of one or more unit prices, the price of the contract shall be the price resulting from applying those prices to the services actually performed.

The contract price will exclude only VAT, which shall be charged as output VAT on each of the invoices corresponding to the contract. Contractors who are subject to any of the exemptions legally provided for this tax must provide documentary proof of that situation. This justification must accompany the itemised budget in envelope 2.

The contract price will be considered to include all other applicable taxes, fees and levies of any kind, as well as all costs incurred by the contractor as a result of the fulfilment of the obligations set out in this document and in the PPT.

**The amount of this contract will be co-financed with funds from the European Union, under the ERDF Operational Programme Andalusia 2014-2020, endowed with a Community contribution of 80%.**

### *2.5 INVOICING AND PAYMENT*

Invoices shall be submitted in duplicate and must bear the code supplied by Extenda, as well as the record number shown on the title page of this document.

Extenda will authorise payment of invoices by bank transfer within a period of 30 days from the receipt of the invoices at the Extenda Records Office.

### *2.6 CREDIT AVAILABILITY*

The necessary steps have been taken to ensure the availability of sufficient credit to meet the financial obligations arising from this contract.

### *2.7 CONTRACT DURATION / EXECUTION PERIOD*

The duration/execution period of the contract shall be **twelve months** starting from the date of formalisation of the contract, or from the date specifically stated therein.
This contract may be extended for annual periods up to a maximum of **one year**. Possible extensions will be established by express agreement between the parties, at least 2 months prior to the completion of the contract.

The contract will expire at the end of the agreed validity period or once the estimated maximum budget has been reached, if this is earlier.

When, at the expiry of a contract, the new contract guaranteeing the continuity of the service to be performed by the contractor has not been formalised, as a consequence of events unforeseeable by the contracting authority during the award procedure, and

there are public interest reasons not to interrupt the service, the original contract may be extended until execution of the new contract commences, and in any event for a maximum period of nine months, without modifying the other conditions of the contract, provided that the notice of invitation to tender for the new contract has been published at least three months before the termination date of the original contract.

### *2.8 CAPACITY TO CONTRACT*

Those entitled to contract are individuals or legal entities, whether Spanish or foreign nationals, who have full capacity to act and do not fall within any of the prohibitions to contracting included in Article 71 of the PSCL, and who provide evidence of their financial solvency and technical or professional competence. Contractors must also have the business or professional qualifications required for the performance of the services that constitute the purpose of this contract.

Bidders, when they are legal persons, must prove that their purpose or activity is directly related to the object of the contract, according to their respective statutes or foundational rules.

The natural or legal persons who intend to participate in this bidding process must comply with the legal, regulatory and conventional provisions in force regarding labour, Social Security and occupational health and safety and, in particular, with the conditions established by the collective bargaining agreement applicable to their sector, as well as the rights acquired by their employees.

Business owners who come together to form joint ventures will be jointly and severally liable, and must appoint a single representative or agent for the joint venture with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its expiry, without prejudice to the existence of joint powers which may be granted for receipt and payment of significant amounts.

In any case, contracting is open to companies that are not Spanish but are from a member state of the European Union or signatory states of the Agreement on the European Economic Area which, in accordance with the legislation of the State in which they are established, are authorised to provide the service in question.

Where the legislation of the state in which such companies are established requires special authorisation or membership of a particular organisation in order to be able to provide the service in question there, they must prove that they fulfil this requirement.
Without prejudice to the application of Spain's obligations deriving from international agreements, natural or legal persons from states not belonging to the European Union

or from states that are signatories to the Agreement on the European Economic Area must justify by means of a report that the state of origin of the foreign company, in turn, allows participation by Spanish companies in contracting with public sector entities similar to those listed in article 3 of the PSCL, in a substantially analogous manner. This report shall be drawn up by the corresponding Spanish Economic and Commercial Office abroad and shall be attached to the documentation submitted. Contracts subject to harmonised regulation shall dispense with the report on reciprocity in relation to companies from states signatories to the World Trade Organization Agreement on Government Procurement.

## 3.- CONTRACT AWARD PROCEDURE

### *3.1 FINANCIAL AND TECHNICAL SOLVENCY*

To be able to participate in this tender, the solvency requirements set out in **Annex II** are required.

To accredit the necessary solvency, the bidder may rely on the solvency and means of other entities, in accordance with Article 75 of the PSCL.

### *3.2 SUBMISSION OF PROPOSALS*

Proposals shall be submitted together with the mandatory documentation before the deadline indicated in the call for tenders.

No bidder may submit more than one proposal, nor be a party to any proposal as part of a joint venture if they have made an individual proposal or are included in more than one joint venture. Infringement of these rules will result in the exclusion of all proposals in which they are involved.

Submission of proposals implies unconditional acceptance by the bidder of the content of the clauses of this document, of the PPT and of the rest of the documents of the present call for tenders without exception.

The bid shall be valid for 6 months. The bidder may not withdraw its offer during this period. If this period has elapsed without the contract being awarded and the bidder does not withdraw its offer, its validity will be implicitly understood to be extended by the time that passes until award of the contract or until the offer is withdrawn.

### *3.3 PLACE OF SUBMISSION OF PROPOSALS*

Proposals, together with the required documentation, shall be submitted, within the period given in the call for tenders, to the Records Office located at Extenda's headquarters in Seville, C/ Marie Curie, Nº 5, Isla de la Cartuja (Sevilla). They may not be submitted by electronic or computerised means or online due to the temporary unavailability of a system that complies with the requirements of legal certainty, guarantee of integrity and information confidentiality, traceability and time stamping and interoperability.

The Records Office opening hours are Monday to Friday from 09:00 to 14:00. Proposals submitted outside these hours will not be accepted.

When proposals are sent by post or courier, the bidder must provide proof of the postage or shipping date and time with the corresponding receipt and give notice of the shipment/postage of the proposal by email to contratacion@extenda.es on the same day.

If these requirements are not both met, the proposal will not be accepted in the event that Extenda receives it after the deadline for proposals indicated in the call for tender.

Moreover, if the proposal has not been received after five calendar days beyond the indicated deadline, it will not be accepted under any circumstance.

### *3.4 CONTENT OF PROPOSALS*

Within the period given in the previous clause and at the place stated, bidders must submit the following documentation distributed among the envelopes as listed below. Each envelope shall bear the name of the bidder and the following inscription:

- Envelope number: 1, 2 or 3.
- Record **2019-055** Contratación de la Campaña de Promoción de Aceitunas de España en Reino Unido.
- Name or company name of the bidder.
- Person and contact details.

The envelopes shall be signed and stamped by the submitter. The documentation in envelope 2 shall be submitted on paper and also in digital format (CD or memory stick). Bids shall be submitted in the Spanish language.

Offers may be submitted in English.

**ENVELOPE 1**: **Supporting documentation for the prerequisites.**

The documents for inclusion in this envelope shall be ordered as indicated below:

**a)** An affidavit shall be submitted in accordance with the form for the **European Single Procurement Document (ESPD**) which may be accessed following the instructions in **Annex I.**

The document shall state that the conditions legally established for contracts with the public sector in terms of capacity requirements (general and specific to this tender), representation and legal form are met and that the solvency conditions required in this tender are also met.

If the bidder relies on the solvency and means of other companies, it must provide its own ESPD together with a separate ESPD containing the information for each of the entities concerned.

Businesses wishing to tender as part of a joint venture must submit a separate ESPD including the information required in Parts II to IV for each participating company.

From Part IV of the ESPD, only Section A, “Global indication for all selection criteria” needs to be completed.

The requirements to be met by all bidders whose participation is declared using the ESPD shall be accredited only by the bidder responsible for the best bid proposal, providing documentation accrediting compliance with the requirements for financial and technical capacity and solvency.

In order to ensure the success of the procedure, before agreeing to award the tender the contracting body may require the bidders to provide documentation accrediting the prerequisites.

**b) Confidentiality statement.**

Bidders may submit a declaration designating which administrative and technical documents and data submitted they consider confidential. The format for such a declaration can be found in **Annex III.**

**c) E-mail**

Bidders may provide an email address to which Extenda can address communications in accordance with the provisions of this document. This may be provided following the model set out in **Annex IV**.

**d) Joint ventures**

Bidders who submit a proposal as part of a joint venture must submit a declaration committing to their incorporation into the joint venture, following the format given in **Annex V**, stating the names and circumstances of the signatories and each signatory's percentage of participation, as well as undertaking to be formally incorporated in a joint venture in the event of being awarded the contract, and designating the person(s) who will represent them in dealings with government during the term of the contract.

**e) Foreign companies**

In cases where the contract will be executed in Spain, foreign companies must submit a declaration that they will be subject to the jurisdiction of the Spanish courts and tribunals at all levels for any consequences arising directly or indirectly from the contract, waiving, where appropriate, any foreign jurisdictional privilege that may correspond to the bidder. This statement shall be made in accordance with **Annex VI.**

**f) Companies belonging to the same group**

For the purposes of the application of the rules set out in Article 86.1 of the General Regulation of the Law on Public Administration Contracts, in accordance with Article 149.3 of the PSCL, bidders must submit a declaration, following the model in **Annex VII** of this document, stating either that they do not belong to a group of companies or that they fall within one of the circumstances set out in Article 42 of the Commercial Code and they belong to a group of companies, indicating the relationship between the companies in this group and those submitting a proposal.

**ENVELOPE 2**: **Documentation corresponding to the award criteria evaluated by means of appraisal**

This envelope shall contain the following documents, accompanied, where appropriate, by the confidentiality statement in accordance with the format in **Annex III**:

The technical proposal shall consist of a campaign for the promotion of "Olives from Spain in the United Kingdom" focusing on the content listed in section 2.3 of the

technical specifications "*Content of the proposal for the campaign to promote Spanish olives in the United Kingdom.*"

To this end, the following must be submitted:

**1.- A programme of activities for each year**, including a detailed proposal for each of the activities (print media plan, online activities plan, online activities, events and content generation proposal). It shall also include details of each of the channels/media in which each of these activities will be carried out, the justification for their selection and the frequency with which they will be carried out. The specific objective pursued with each activity must be detailed, as well as the way in which outcomes will be measured.

**2.- Schedule for each proposed activity for the first 12 months* of contract**.
(*) The 12 months do not correspond to a calendar year but will be counted from the date of contract signing.

**3.- Model budget broken down according to the template in Annex VIII** (for the initial annual period as well as for each year of any extension), to be accompanied, where appropriate, by documentary evidence that it is in one of the VAT exempt categories provided for by law.

The stated total bid estimate of €400,000 is closed, so that that the sum of the amounts broken down in accordance with Annex VIII must result in the total price of €400,000.

The amounts submitted by companies in their proposed breakdown for each of the items of the promotion campaign referred to in **Annex VIII** may not be altered.

Envelope 2 shall also include the following documents, although they will not be assessed:

- ✓ Brief description of the company, giving year of creation, address and contact person.
- ✓ List of the personnel assigned to the project with a description of each person's function.

**Any document or information relating to envelope 3 that is included in any of the remaining envelopes will result in the exclusion of the bid submitted.**

**ENVELOPE 3**: **Documentation corresponding to the award criteria evaluated by means of the application of formulas**

Envelope 3 shall include the documents stated below concerning other items proposed which will be evaluated by means of the application of formulas in order to apply the award criteria specified in **Annex IX**:

**1.- A summary table with the total number of expected exposures for each of the print media for the first 12 months* of the campaign. (According to Annex IX, 2).**

**2- A table with the number of impressions expected for the online activity broken down by social networks and display campaigns, for the first 12 months* of the campaign. (According to Annex IX, 2).**

*** The 12 months do not correspond to a calendar year but will be counted from the date of contract signing.**

Proposals containing omissions, errors or crossing out which prevent a clear understanding of anything that Extenda considers fundamental to the proposal will be excluded. Proposals which do not comply with these requirements will be rejected.

**Any document or information relating to envelope 3 that is included in any of the remaining envelopes will result in the exclusion of the bid submitted.**

### *3.5 BID EVALUATION CRITERIA.*

The criteria set out in **Annex IX** will be taken into account, with scores ranging from zero to the maximum indicated in each of the sections listed therein.

### *3.6 APPRAISAL COMMITTEE. OPENING OF BIDS*

The appraisal committee will be the body set up for this purpose to qualify and appraise the bids submitted (except for the documentation in envelope 2, as mentioned below) and shall be made up of the following members:

- Chair. The head of the department with competences in the matter.
- Secretary: The head of the Legal and Contracting Department or, as a

substitute, a member of that Department.

- Other members:

  - The head of the Directorate responsible for the subject matter.
    As a substitute for this person, the head of the Department or Division promoting the contract.

  - The head of the Department or Division promoting the contract.
    In substitution of the latter, a competent technician from the Department or Division promoting the contract.

The committee shall be formally constituted on the date and at the time called. In the first session, the documents contained in Envelope 1 will be qualified, and a period of no more than three calendar days may be granted for the rectification of defects observed in the documentation presented that can be rectified.

Once any rectification has been made, the technical evaluation of the accepted bids will be carried out (evaluation of criteria evaluated by value judgements) which will be carried out by a committee of experts consisting of 2 members of Extenda's Food & Agriculture Department and 2 technical personnel from the Promotion and Marketing Area of the Table Olive Professional Organization (INTERACEITUNA) who may request any technical reports they deem appropriate.

Subsequently, on a date and at a time to be determined, a public event will be convened, about which all bidders will be notified sufficiently in advance. At this event, first the results of the technical assessment of the bids will be reported, and then Envelope 3, containing the objective evaluation criteria will be opened.

### *3.7 CONTRACT AWARD AND SIGNING*

The committee will submit to the contracting authority a list of bids in descending order of score, based on the evaluation criteria indicated in this document, accompanied by a proposal for the best bid.

The contracting authority shall require the proposed bidder to submit the following documentation within 10 working days:

**a)** Tax Obligations

- A positive certificate, issued by the *Agencia Estatal de Administración Tributaria* (National Tax Administration Agency), of being up to date in the fulfilment of its tax obligations or an affidavit of not being obliged to submit them.

- A positive certificate issued by the *Administración Tributaria* (Tax Administration) of the Regional Government of Andalusia attesting that there are no tax-related debts with the Regional Government during the enforcement period or an affidavit of its not being obliged to submit them.

**b)** Social Security Obligations.

A positive certificate, issued by the *Tesorería de la Seguridad Social* (Social Security Treasury), of being up to date in the fulfilment of its Social Security obligations or an affidavit of its not being obliged to submit them.

**c)** *Impuesto sobre Actividades Económicas* (Business tax)

Proof of being registered for the Business tax and up to date with payments of it, providing a copy of the letter of payment for the last financial year, accompanied by an affidavit of not having deregistered for the tax. If exempt from this tax, companies shall submit a supporting declaration in this regard.

**d)** Documentary proof of compliance with the requirements of legal form, capacity, representation, solvency and other required aspects, in accordance with **Annex X**.

The circumstances established in these sections may also be accredited by means of a certificate from the *Registro Oficial de Licitadores* (Official Register of Bidders) with which it is registered, accrediting the foregoing aspects, together with an express affidavit stating that the data contained therein has not been amended.

**e)** Proof of having constituted the definitive guarantee, in one of the forms indicated in this document.

The contracting authority may ask the employer for clarification of the certificates and documents submitted.

If the bidder fails to submit the required documentation within the established period, or fails to remedy in a timely manner those documents that may require correction, the documentation shall be requested from the bid that has obtained the second-highest

score and action shall be taken in accordance with the provisions of the preceding paragraphs.

In view of the documentation provided, the contracting authority will proceed to award the contract and publish it in the Contractor Profile and notify all bidders.

Once the period of 15 working days has elapsed from the notification of the award of the contract, the contract will be formalised.

The contract will be formalised in the corresponding contract document and, where applicable, the successful bidder may request that the contract be recorded in a notarial instrument, bearing the corresponding expenses. In this case, the successful bidder must provide Extenda with an authorised copy of the notarial instrument.

When, for reasons attributable to the contractor, the contract has not been formalised by the date indicated, the contracting entity will understand this to mean that the bid has been withdrawn and a new offer of award will be sent to the next bidder, by order of scoring.

Once the contract has been awarded, the paper-based documentation submitted by the companies in their proposals (with the exception of the documentation corresponding to Envelope 3) will be returned to the unsuccessful bidders.

## 4.- CONTRACT EXECUTION

### *4.1 OBLIGATIONS OF THE SUCCESSFUL BIDDER*

**1.-** The successful bidder must perform the work in strict adherence to the clauses of this document, the Technical Specifications Document which serves as its basis, and the orders and instructions given by Extenda with regard to their interpretation.

**2.-** The successful bidder shall provide technical and material resources, as well as auxiliary and human resources, in the correct amount and at the appropriate level for the purposes of satisfactorily performing the contract, under the terms in which they were tendered. They are also liable for risk of loss or injury to the material, personnel and equipment involved in operations as well as for damage to third parties, since the performance of the contract is at their own risk. They must also be responsible for the technical quality of the work carried out and for the provision of services, as well as for the consequences to Extenda or third parties from omissions, errors, inadequate methods or incorrect conclusions in the performance of the contract, indemnifying

Extenda from any damages that might result from claims being made for these reasons.

When it so determines, and subject to agreement, Extenda reserves the right to provide certain materials, equipment, programs or industrial components for incorporation or usage in the performance of the contracted service, in the form included in the contract. In this case, the Contractor will not be responsible for any defects that may be detected in these materials.

**3.-** The successful bidder may not substitute personnel assigned to the work without the express authorisation of the person responsible for the contract for the performance of the service.

**4.-** The successful bidder, on their own account and at their own expense, will be responsible for applying for, managing and obtaining any permits and licenses required for the performance of the contracted service.

**5.-** The successful bidder must acquire, at their own expense, the necessary assignments, permissions and authorisations from the corresponding owners to use technology, procedures, materials and equipment, as well as any industrial or intellectual property rights belonging to third parties.

**6.-** The successful bidder shall make written requests to Extenda, through the contract holder and with sufficient notice, for any data, documents, or information required during the performance of the work.

**7.-** The successful bidder is obliged to make the contract holder aware of any technical anomaly observed in the contract documents or in the information provided, to ensure that the contracted service complies with its intended purpose.

**8.-** Obligation to provide information: The contractor will be obliged to submit to the contracting entity, on request and within a period of 15 days, all information necessary for compliance by the Government with the obligations laid down in Law 1/2014 of 24 June, on public transparency in Andalusia.

If the deadline for the requirement expires without the information having been submitted by the contractor, the contracting entity may agree, subject to a warning and the concerned party's right to be heard, to the imposition of the penalty payments set out in Article 4.4 of Law 1/2014.

**9.-** In the event that the contract is financed with European funds, the contractor undertakes to implement the publicity and information measures and instruments corresponding to the nature of the contract and which are established in Commission Regulation (EC) No 1828/2006 of 8 December 2006, setting out the rules on information and publicity that must be observed by Member States in relation to the implementation of structural funds.

### *4.2. SPECIAL RULES FOR THE PERSONNEL OF THE CONTRACTOR COMPANY.*

The contracting company will be obliged to fulfil this contract with the work team made up of the personnel it has specified in its bid. Any change, even temporary, in the membership of the team will be subject to prior and express authorisation by Extenda, which will verify that the substitute has a similar professional profile to that of the person substituted. It shall, however, try to ensure maximum stability in the work team, and that variations in its composition are specific and for justified reasons, so as not to disrupt the optimal provision of the service.

The contracting company assumes the obligation to exercise in a real, effective and continuous way, over the members of the work team in charge of the execution of the contract, the managerial powers inherent to any entrepreneur. In particular, it shall be responsible for negotiation and payment of salaries, granting of special leave and holiday/vacation leave, the substitution of workers during sick leave or other absences, legal obligations in Social Security matters, including payment of contributions and benefits, when appropriate, legal obligations in preventing occupational hazards, exercising disciplinary authority, as well as any rights and obligations deriving from the contractual relationship between employee and employer.

The contractor is obliged at all times to respect the conditions laid down in the applicable collective bargaining agreement.

The contractor shall appoint at least one technical coordinator or responsible person from among its own staff, who shall have the following obligations:

a) Act as the contractor company's representative for dealings with Extenda, to act as a channel for communications between the contractor company and the members of the work team assigned to the contract.

b) Distribute the work among the personnel in charge of execution of the contract and give these workers the necessary work orders and instructions in relation to the provision of the contracted service.

c) Supervise the correct performance of the functions entrusted to them by the members of the work team.

d) Notify Extenda of any variations, occasional or permanent, in the composition of the work team assigned to the execution of the contract.

### *4.3 PERSON RESPONSIBLE FOR THE CONTRACT*

The contract will designate a person to be responsible for the contract who shall be responsible for monitoring its execution, taking decisions and providing the necessary instructions to ensure the correct provision of the service. In specific terms, this person shall ensure that suppliers and contractors comply scrupulously with the terms of the contract, as well ensuring that contractual performance deadlines are met, whether these are overall deadlines or, when applicable, partial intermediate deadlines.

During the execution of the contract, the person responsible for the contract and their co-workers may inspect the work to ensure satisfactory execution.

The successful bidder shall provide Extenda with the professional assistance of its own experts at no additional cost, for presentations, explanatory or informational meetings or for clarification of issues which may arise in connection with the project or with the provision of the service.

### *4.4 TIMELINESS*

Correct execution of the service will be verified by Extenda, carrying out the actions it deems appropriate for verification.

Through the person responsible for the contract, Extenda will determine whether the contractor's provision satisfies the established requirements, requiring, where appropriate, the performance of the contracted services and the correction of observed defects.

If the work carried out is not adequate for the contracted service, as a result of errors or defects attributable to the contractor, Extenda may reject it, entailing Extenda's exemption from the obligation to pay or its right, as applicable, to return of the amount paid. The contractor shall have the right to be notified about and be heard on the comments made with regard to the fulfilment of the contracted service.

If there is persistent non-compliance with the partial performance of the provision which is the object of the contract, Extenda may choose either to terminate the contract or calculate the time required to correct defective or poorly executed work for the purpose of imposing penalties for delay, in accordance with the provisions of the preceding paragraph.

### *4.5 SPECIAL SOCIAL, ETHICAL, ENVIRONMENTAL AND OTHER EXECUTION CONDITIONS*

In accordance with the provisions of Article 202 of the PSCL, the following special conditions are established for the execution of this contract:

- The non-sexist use of language in all documents issued shall be ensured.
- People shall not be portrayed as inferior or superior in human dignity on the basis of their sex, or as mere sexual objects. Sexist stereotypes shall be avoided and the diversification of sexual, gender roles and identities shall be enhanced.

In the event that the bidder awarded the contract subcontracts the execution of certain parts of the contract, the subcontractor shall assume in the same way and in full the obligations deriving from compliance with this social clause.

### *4.6 OWNERSHIP OF WORK CARRIED OUT*

When the nature of the contract results in the creation of any result or deliverable, this shall be the property of Extenda, which may at any time require delivery of all its component documents and materials, with all sources, data and procedures.

Works that constitute intellectual property shall be expressly assigned by the successful bidder or, where applicable, the latter shall ensure that they are exclusively assigned by third parties to Extenda, for the maximum time allowed. When the performance of the contract requires pre-existing intellectual property rights, the successful bidder must include in its proposal the corresponding assignment by the holder of these rights for the purpose of fulfilment of the contract, taking into account the previous provision. In this case, however, the assignment may not be exclusive.

The successful bidder must provide Extenda with an electronic copy of all the data, calculations, processes and procedures used during the performance of the work. Those whose ownership has been reserved by the successful bidder in the contractual

documents will be exempt from delivery. In these cases, however, the necessary authorisations or licenses for use are understood to be assigned to Extenda.

## 5.- CONTRACT AMENDMENT

The contract may be amended for reasons of public interest in the cases and in the ways given below:

Pursuant to the provisions of section 2 of the fourth additional provision of Law 3/2012, of 21 September, on Fiscal, Administrative, Labour and Public Finance Measures for the economic-financial rebalancing of the Regional Government of Andalusia, the application of budgetary stability measures, agreed by the competent governing or legislative bodies, which lead to a reduction in the financing provided for in the contractual document, shall be cause for amendment of this contract.

Scope and limits of modification:

- The contract price shall be modified downwards by the same percentage by which its funding is reduced, without prejudice to the percentage limit from which the termination clause included in this document will come into force. Consequently, the contractor's obligations will be proportionally reduced or modified.

The procedure for contract amendment shall be as follows:

Extenda will notify the contractor in writing of the need to modify the contract, indicating the reasons and aspects to be amended. This notification will give a deadline for delivery of a document covering the necessary aspects from among the following:

- Funding estimate for undertaking the contract amendment.

- The period within which, where applicable, the Contractor undertakes to perform the amended service.

- A report, where applicable, explaining the changes.

Once the above document is approved by Extenda, the document (addendum) covering the amended aspects of the contract shall be submitted for signature.

Extenda will publish in the Contractor Profile a notice of the amendment accompanied by a report justifying the amendment and the amendment document signed by the parties.

## 6.- SUBCONTRACTING

The contractor may agree with third parties the execution of parts of the service.

To this end, it shall notify the contracting authority in writing, once the contract has been awarded, and at the latest when it begins execution of the contract, of its intention to subcontract. It shall state which part of the service it intends to subcontract, and give the subcontractor's identification, contact details and legal representatives. It shall sufficiently justify the aptitude of the subcontractor for executing it by reference to its technical and human aspects and to its experience and accredit that the subcontractor is not subject to the prohibition to contract under article 71 of the PSCL.

Extenda identifies the following tasks as critical. They, therefore, must be carried out personally by the contractor, since it is understood that they are the fundamental tasks and the backbone of service provision:

- Design.
- Coordination of the execution.
- Preparation of reports.

In the event of subcontracting, the provisions of Articles 215, 216 and 217 of the PSCL shall apply.

## 7.- CONTRACT ASSIGNMENT

The rights and obligations arising from the contract may be assigned by the contractor to a third party. For this assignment to take place, compliance with the requirements set out in Article 214 of the PSCL is required.

## 8.- CONTRACT TERMINATION

The following shall be specific causes of termination of this contract:

a) The death or extinction of the legal person of the contractor.

b) A declaration of bankruptcy or insolvency in any proceedings.

c) Mutual agreement between the parties.

d) Delay in meeting deadlines if the penalties for this item reach 5 per cent of the contract price.

e) Delay in payment by Extenda for a period longer than 6 months.

f) Non-fulfilment of the contract's principal obligation, as well as non-fulfilment of the essential conditions of service during execution of the contract.

g) Failure to comply with any of the special execution conditions of a social, ethical, environmental or other nature.

h) Withdrawal or suspension of the contract for a period exceeding four months from the delivery date given in the contract.

i) Withdrawal once execution of the service has begun or suspension of the same for a period of more than eight months agreed by Extenda.

j) Non-payment, during the execution of the contract, of wages by the contractor to the workers participating in it, or non-compliance with the conditions established in the collective bargaining agreements in force for these workers during the execution of the contract.

k) Application of appropriate budgetary stability measures leading to a reduction of more than 20% in the funding provided for in the contract document.

Each of the contracting parties is obliged to require evidence from the other in the event of any cause of termination, non-fulfilment or divergence. It shall allow the requested party a period of ten days after which, if no solution is found to the matter raised, the applicant may either terminate the contract or take such action as it deems appropriate.

## 9.- CONFIDENTIALITY

9.1. Without prejudice to the provisions of current legislation on access to public information and the provisions of the PSCL relating to publication of the award and the information to be given to candidates and bidders, the contracting body may not disclose information provided by companies who designate it as confidential when submitting their bid. Confidentiality affects, *inter alia*, technical or trade secrets, confidential aspects of bids and any other information the content of which may be used to distort competition, whether in this or subsequent tendering procedures.

The duty of confidentiality on the part of the contracting authority and its dependent departments may not cover the entire content of the bid submitted by the successful bidder nor to the entire content of any reports and documents generated directly or indirectly by the contracting authority in the course of the tendering procedure. It shall cover only documents with restricted distribution, and never those which are publicly accessible.

Nor may the duty of confidentiality prevent public disclosure of non-confidential parts of contracts concluded. These include, where appropriate, liquidation, deadlines, the companies with which contracts and subcontracts have been concluded and, in any event, the essential parts of the bid and subsequent amendments to the contract. Organic Law 3/2018 of December 5, *de Protección de Datos Personales y Garantía de los Derechos Digitales* (on Protection of Personal Data and Guarantee of Digital Rights) shall be complied with in all cases.

9.2. The contractor shall respect the confidential nature of any information to which it has access in connection with the execution of the contract referred to in the specifications or in the contract, or which by its very nature must be treated as such. This duty shall be maintained for a period of five years from the date the information becomes known.

## 10. DECISION NOT TO AWARD OR CONCLUDE THE CONTRACT AND ABANDONMENT OF THE AWARD PROCEDURE.

If the contracting authority withdraws from the award procedure or decides not to award or conclude this contract, it shall notify the candidates or bidders accordingly.

The decision not to award or conclude the contract or the withdrawal from the procedure may be agreed by the contracting authority before formalisation.
A decision not to award or conclude the contract may be taken only for reasons of public interest duly justified in the report. In such a case, no new invitation to tender for

the same purpose may be launched as long as the alleged reasons for the decision persist.

Withdrawal of the procedure shall be based on an irremediable infringement of the rules governing contract preparation or those governing the award procedure. Withdrawal shall not preclude the immediate commencement of a tender procedure.

## 11. DATA PROTECTION

The contractor must comply with 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 (General Data Protection Regulation).

For this purpose, the contractor shall be deemed to be the processor. Likewise, the contractor must comply, insofar as it does not oppose the aforementioned Regulation, Organic Law 3/2018, of December 5, *de Protección de Datos Personales y Garantía de los Derechos Digitales* (on the Protection of Personal Data and Guarantee of Digital Rights), by virtue of which:

a) Use the personal data subject to processing, or those collected for inclusion, only for the purpose of this contract. Under no circumstances may it use the data for its own purposes. The company awarded the contract shall be responsible for any infringements committed.

b) Process the data according to Extenda's instructions: if the data processor considers that any of the instructions violate data protection regulations, the data processor shall immediately inform the data controller.

c) Keep a written record of all categories of processing activities carried out on behalf of each data controller, containing:

1. The name and contact details of the person or persons in charge and of each controller on behalf of whom the person in charge is acting and, where appropriate, of the representative of the controller or person in charge and of the data protection delegate.

2. The categories of processing carried out on behalf of each controller.

3. Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49 of the GDPR, the documentation of suitable safeguards.

4. A general description of the technical and organisational security measures relating to:

i. The pseudonymisation and encryption of personal data.

ii. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

iii. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

iv. A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

d) Not to communicate data to third parties, except with the express authorisation of the data controller, in legally admissible cases.

e) The contractor is not authorised to subcontract any of the services forming part of the object of this contract and involving the processing of personal data, except for the auxiliary services necessary for the normal operation of the contractor's services. If it is necessary to subcontract any processing, this fact must be notified beforehand and in writing to the controller 30 days in advance, stating the processing to be subcontracted and clearly and unambiguously identifying the subcontracting company and its contact details. The subcontracting may be carried out if Extenda does not express its opposition within the established period. The subcontractor, who shall also have the status of data processor, is also obliged to fulfil the obligations laid down in this document for the data processor and the instructions issued by the data controller. It shall be the duty of the initial processor to regulate the new relationship so that the new processor is subject to the same conditions (instructions, obligations, security measures, etc.) and with the same formal requirements as itself with regard to the proper processing of personal data and the guarantee of the rights of the persons concerned. In case of non-compliance by the sub-processor, the initial processor shall remain fully responsible to the processor for the fulfilment of its obligations.

f) To maintain the duty of secrecy with regard to personal data to which it has had access by virtue of the present order, even after the end of its object.

g) Ensure that personnel and persons authorised to process personal data expressly undertake, in writing, to respect confidentiality and to comply with the relevant security measures, of which they must be duly informed.

h) Maintain at the disposal of the person in charge the documentation accrediting compliance with the obligation established in the preceding section.

i) Ensure the necessary training in the protection of personal data for staff and persons authorised to process personal data.

j) To assist the data controller in responding to the exercise of legally-recognised rights regarding rights of access, rectification, deletion and opposition, limitation of processing, and portability of data and to not be subject to automated personalised decisions by the data processor, the processor must notify this by e-mail to the address privacidad@extenda.es. The communication must be made immediately and in no case later than the working day following receipt of the request, together, where appropriate, with other information that may be relevant to resolving the request.

k) It is the responsibility of the controller to provide the right to information at the time of data collection.

l) Notification of data security breaches: The data processor shall notify the data controller without undue delay and always within 24 hours, of any breach of the security of the personal data of which he or she is aware, together with all relevant information for the documentation and notification of the incident. This notification shall be made by sending an e-mail to Extenda with a copy to privacidad@extenda.es, providing, at minimum, the following information:

1. Description of the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned.

2. The name and contact details of the data protection officer or other contact point where more information can be obtained.

3. Description of the likely consequences of the personal data breach.

4. Description of the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

m) Support the controller in carrying out data protection impact assessments, where appropriate.

n) Support the controller in carrying out data protection prior to consultations by the supervisory authority, where appropriate.

o) Make available to the controller all information necessary to demonstrate compliance with their obligations, as well as carrying out audits or inspections carried out by the controller or another auditor authorised by the same.

p) Implement security measures concerning:

1. Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.

2. Restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.

3. Verify, assess and evaluate, on a regular basis, the effectiveness of the technical and organisational measures implemented to ensure the safety of the processing.

4. Pseudonymise and encrypt personal data as necessary.

q) There is no need to appoint a data protection officer.

r) Once the contractual relationship has ended, the personal data processed by the company awarded the contract, as well as the results obtained and, if applicable, the media on which they are stored must be returned to Extenda once the service has been provided. The return must include the total erasure of the existing data from the computer equipment used by the processor. However, the contractor may keep a copy, with the data duly blocked, for as long as responsibility for the performance of the service may arise.

## 12. SPECIAL APPEAL REGARDING CONTRACTING

The following proceedings relating to this tender shall be open to special appeal regarding contracting aspects prior to the filing of administrative litigation before the Administrative Court of Contractual Appeals of the Regional Government of Andalusia:

- Tender notices, specifications and contractual documents establishing the conditions governing the contract.

- Procedural proceedings adopted during the award procedure provided that they entail direct or indirect decision about the award, determine the impossibility of continuing the procedure or cause defencelessness or irreparable damage to rights or legitimate interests. In all cases, the foregoing circumstances shall be deemed to be present in the proceedings of the committee or contracting body by which the admission or inadmissibility of candidates or bidders is agreed, or the admission or exclusion of bids.

- Award agreements.

- Amendments based on non-compliance with the provisions of Articles 204 and 205 of the PSCL, since it is understood that the amendment should have been the subject of a new award process.

The appeal will be optional and free of charge for bidders. Filing of the appeal will be subject to the procedures and deadlines set out in Articles 44 *et seq.* of the PSCL.

## 13. COMPETENT JURISDICTION

Litigation questions arising on matters relating to the preparation and award of the present contract will be the competence of the contentious-administrative jurisdictional courts.

Any disputes arising between the parties in relation to the effects and termination of this contract shall be subject to the jurisdiction of the civil courts.

In all cases, the Courts and Tribunals of Seville shall have jurisdiction, the parties renouncing any other jurisdiction that may correspond to them.

**ANNEX I. - INSTRUCTIONS FOR COMPLETION AND PRESENTATION OF THE ESPD (EUROPEAN SINGLE PROCUREMENT DOCUMENT)**

1. Save to your computer the XML document entitled DEUC_EXTENDA listed in the documentation for this tender in the Contractor Profile.

2. Access the web page

https://visor.registrodelicitadores.gob.es/espd-web/filter?lang=es

3. At the question "¿Quién es usted?" (Who are you?) select option c.

4. At the question "¿Qué desea hacer?" (What do you want to do?) Select the option "Importar un DEUC" (Import an ESPD).

5. Load the document DEUC_EXTENDA from the file in which you saved it.

6. Select the country in which your company has its registered office.

7. Click the "siguiente" (next) button and fill in all the options requested by the document.

8. When you have completed all the sections, choose the "Visión general" (Overview) option.

9. Review the document and press the "descargar como" (download as) button.

10. Choose the "FORMATO PDF" (PDF format) option.

11. When you have downloaded the file, print all the pages of the document, sign it with your company seal and insert it in envelope 1.

**ANNEX II**

**SOLVENCY CRITERIA**

**Financial solvency:**

**Selection criteria relating to the economic and financial solvency of the business owner:**

- **Annual turnover, in the best year of the last 3 completed, must be at least €600,000.**

Economic and financial solvency shall be accredited by the means indicated below.

- Affidavit by the bidder declaring the company's annual turnover for the last three complete financial years.

**Technical or professional competence:**

*** Selection criteria relating to the technical or professional competence of the business owner:**

- **Details of at least two food and agriculture promotion campaigns in the European Union carried out in the last three years, indicating their prices, dates and whether the recipient was public or private. Such services must have a price equal to or greater than 50 % of the contract tender amount (excluding VAT).**

Technical or professional competence shall be accredited by the means indicated below.

- Evidence of the services provided shall be by certificates issued or endorsed by the competent body where the recipient is a public sector body.
  Where the recipient is a private purchaser, by means of a certificate issued by the latter or, in the absence of such a certificate, by means of a declaration by the contractor.

*** Selection criteria relating to the technical or professional competence of the team.-**

-The team leader assigned to the project must have at least two years' experience in promotional campaigns.

This shall be accredited as indicated below:

- ✓ Curriculum Vitae of the team leader assigned by the company to carry out the campaign.
  CVs for the rest of the team assigned by the company to carry out the campaign is also requested.

* **In addition to the above, a commitment must be made to assign personnel and material resources to the execution of the contract, and in all cases sufficient for the execution of the contract.**

In all cases, registration with the *Registro Oficial de Licitadores y Empresas Clasificadas del Sector Público* (Official Register of Bidders and Companies Classified for the Public Sector) shall be evidence for all public sector contracting bodies, in accordance with what is reflected therein and unless there is proof to the contrary, of the economic and financial solvency and technical or professional competence conditions.

Inscription in the *Registro de Licitadores de Andalucía* (Andalusia Bidders Register) will be evidence of identical circumstances for the purposes of this contract.

**ENVELOPE 1:**

## ANNEX III

## CONFIDENTIALITY STATEMENT

I, Mr/Mrs/Ms …….., with D.N.I. No. …, in the name and on behalf of … with NIF…

## DECLARE

That the documents and data listed below, submitted in envelope (XX) are considered to be of a confidential nature:

1.

2.

3.

4……

(Place, date and signature)

- State the envelope number.
- Include a declaration in each envelope, as appropriate; the same declaration cannot cover all the documentation.
- In no case may it refer to the documentation corresponding to the award criteria evaluated by application of formulas.

**ENVELOPE 1:**

**ANNEX IV**

**AUTHORISATION OF E-MAIL NOTIFICATIONS**

I, Mr/Mrs/Ms ……, with NIF No. ……, on behalf of the company …….., with C.I.F. ……. and registered address …….

**HEREBY AUTHORISE**

Extenda to send any necessary notifications required for this tender procedure with record number **2019-055** by email to the following sole email address: _____, for the appropriate legal purposes and effects.

In witness whereof and for the pertinent purposes, I hereby sign this authorisation in _____ on _____ 2019.

BIDDER'S SIGNATURE

**ENVELOPE 1:**

## ANNEX V

## DECLARATION OF COMMITMENT TO FORM A JOINT VENTURE

I, Mr/Mrs/Ms _____, of legal age with NIF No. _____, in my own name or on behalf of the company ……., with registered office at……. and NIF No. ……, acting as (1), under my own personal responsibility.

I, Mr/Mrs/Ms _____, of legal age and with NIF No. ……. in my own name or on behalf of the company ……., with registered office at ……, and NIF No. ……. acting as (1), under my own personal responsibility.

Undertake to establish a joint venture, in accordance with the provisions of the Public Sector Contracts Act, for the purposes of participating in the tender procedure for the contract with record number (give record number).

In the event that they are awarded the contract, they undertake to formalise this joint venture in a notarial instrument. Each member's percentage of participation in the joint venture is as follows:

_____ XX%.
_____ XX%.

The person nominated to be the representative for this joint venture is _____ (2)

(Place, date and signature)

(SIGNATURE OF EACH MEMBER OF THE JOINT VENTURE).

**ENVELOPE 1:**

**ANNEX VI**

**AFFIDAVIT REGARDING FOREIGN COMPANIES**

I, Mr/Mrs/Ms ……, with D.N.I. No. …….., in my own name or on behalf of Company (1) …… …….., with CIF No. ……, for the purpose of participating in the award procedure for the contract for the "**Contracting for the Promotional campaign 'Olives from Spain' in the United Kingdom,"** record number **2019-055**, organised by Extenda - Agencia Andaluza de Promoción Exterior, S.A., declare under my own responsibility:

that I will be subject to the jurisdiction of the Spanish courts and tribunals at all levels, for any consequences arising directly or indirectly from the contract, waiving, where appropriate, any jurisdictional privilege in other countries that may correspond to me.

In witness whereof and for the pertinent purposes, I hereby sign this sworn declaration on the date indicated below.

In …….. on …….. 2019.

(Bidder's signature)

**ENVELOPE 1:**

## ANNEX VII

## LIST OF COMPANIES BELONGING TO THE SAME GROUP

I, Mr/Mrs/Ms

resident at

province/county

street No.

with D.N.I. No.

on behalf of myself or of the company I represent (1)

**DECLARE**

That the company I represent: (indicate a or b)

(a) does not belong to a group of companies.

(b) Belongs to the group of companies named: …….. composed of the following companies (indicate all the companies in the group)

In the latter case, it must be indicated whether:

Other companies in the group that fall within any of the circumstances described in Article 42.1 of the *Código de Comercio* (Commercial Code) are not participating in this call for tender.

Other companies in the group that fall within any of the circumstances described in Article 42.1 of the *Código de Comercio* (Commercial Code) are participating in this call for tender. (indicate the names of the other companies)

(Place, date and signature)

**Envelope 2**

**ANNEX VIII - MODEL BUDGET BREAKDOWN**

| | Identification of items (*): | Units | DURATION/Dates | Budget in EUR (EXCLUDING EUROPEAN COMMUNITY VAT) |
|---|---|---|---|---|
| 1 | Item 1: Print media plan | | | €XXXXX (amount in EUROS) |
| | | | | |
| 2 | – Item 2: Online activity | | | €XXXXX (amount in EUROS) |
| | | | | |
| 3 | – Item 3: PR Activity | | | €XXXXX (amount in EUROS) |
| | | | | |
| 4 | – Item 4: Content generation. | | | €XXXXX (amount in EUROS) |
| | | | | |
| 5 | – ….. | | | €XXXXX (amount in EUROS) |
| | | | | |
| | TOTAL= (SUM 1+2+3+…) | | | EUR 400,000 |

(*) Each item may be broken down into as many subitems as required by the proposal.

(1) The total budget shall amount to EUR 400,000.

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UNIÓN EUROPEA
Fondo Europeo de Desarrollo Regional

## ANNEX IX

## AWARD CRITERIA AND ASSESSMENT SCALES

| |
|---|
| **Award criteria weighted by means of appraisal. (Total weighting 70 points).** |
| **Suitability of the print media plan to the public and objectives targeted by the campaign.**<br>**WEIGHTING: 21 points**<br><br>**Suitability of the online activities plan to the objectives pursued by the campaign.**<br>**WEIGHTING: 21 points**<br><br>**3. Public relations activities aimed at the professional audience** (justification for these activities and how they complement the other actions in the United Kingdom campaign [criterion 2]). For years 1 and 2.<br>**WEIGHTING: 14 POINTS**<br><br>**4. Content generation proposal (recipes and video recipes).** Application of this content in the rest of the campaign activities.<br>**WEIGHTING: 14 points** |
| **Award criteria weighted by application of formulas. (Total weighting 30 points).** |
| The following formula will be applied to obtain the score for each criterion:<br>- For the print media plan, the following formula will be used to calculate exposures:<br>15 × total of expected exposures in proposal/total of maximum expected exposures proposed.<br>- For the online activities proposal, the formula for calculating the exposures will be:<br>15 × total expected impressions in online activities plan/total maximum expected impressions proposed.<br><br>The justification for the formula chosen is as follows:<br>- It is a simple formula.<br>- It allows the highest score to be obtained by the bid with the highest number of exposures.<br>- It allows the other bids to have their corresponding score following a proportionality criterion. |

Note 1: The scores will be calculated to 2 decimal places.

Note 2: The data for evaluating the criteria evaluated by applying formulas shall be provided using the template provided for this purpose in **Annex IX (2)**, or similar, to facilitate evaluation when opening Envelope 3.

| |
|---|
| **Minimum score threshold required to continue in the selection process:** Within the set of criteria to be weighted by appraisal, a minimum threshold of **35** points is required to continue in the selection process. |

AGENCIA ANDALUZA DE PROMOCIÓN EXTERIOR

**Envelope 3**

**ANNEX IX (2)**

**TEMPLATE TABLE FOR EXPOSURES FOR CRITERIA BY APPLICATION OF FORMULAS, YEAR 1**

| MEDIA | Total Units |
|---|---|
| | |
| **PRINT MEDIA PLAN:** (breakdown by publication) | **READERS** |
| - Medium 1: Name | …… |
| - Medium 2: Name | …… |
| - ……. | |
| - …….. | |
| | |
| **TOTAL PRINT MEDIA** | …… |
| | |
| | |
| **Online activities:** (breakdown by activity) | **IMPRESSIONS** |
| - Medium 1: Name | …… |
| - Medium 2: Name | …… |
| - ……. | |
| - …….. | |
| | |
| **TOTAL ONLINE ACTIVITIES** | …….. |

Note: The number of exposures and audience shall be expressed in units homogeneous among themselves and in number of people. (Number of readers and impressions) without decimals.

Note: This data provided must be accompanied by the official source from which it has been obtained.

Note: Data about media suited to the target audience profile will be taken into account.

Note: **If the extension is carried out, the number of impressions and exposures for the year of duration of the extension must be at least the same as that proposed for year 1 and may be greater.**

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## ANNEX X

## PRE-AWARD DOCUMENTS, EVIDENCE OF LEGAL PERSONALITY, CAPACITY, REPRESENTATION, SOLVENCY AND OTHER ASPECTS, TO BE SUBMITTED BY THE SELECTED COMPANY AFTER EXTENSION REQUEST:

**The documentation required by Extenda must be submitted from among that indicated below:**

### Legal personality and capacity.-

**a) <u>For Spanish companies:</u>**

- The operational capacity of Spanish business owners who are legal entities shall be accredited by means of their instrument or document of incorporation, articles of association or founding charter, which contains the rules regulating their activity and which are duly registered, where applicable, in the corresponding Public Registry, according to the type of legal entity concerned.
- Bidders who are natural persons shall submit a copy, certified either by a notary or administratively, of their National Identity Document or, if necessary, a document that can be a substitute for it.
- Where a specific business qualification is required for performing the activity or service subject of the contract, a certified copy of the certificate attesting to professional aptitude shall be attached.

**b) <u>For non-Spanish companies:</u>**

- Non-Spanish companies from European Union member states or signatory states of the Agreement on the European Economic Area shall provide evidence of their capacity by means of their entry in the appropriate register in accordance with the law of the State in which they are established, or by submission of a sworn declaration or a certificate, in accordance with the provisions of Annex I to the *Reglamento general de la Ley de Contratos de las Administraciones Públicas* (General Regulations of the Law on Public Administration Contracts).
- Other foreign companies must justify by means of report, on the form included in article 68 of the PSCL, that the state of origin of the foreign company, in turn, allows the participation of Spanish companies in contracting with government and public sector entities and organisations similar to those listed in article 3 of the PSCL, in a substantially analogous manner.
- They shall accredit their capacity to act by means of a report issued by the Spanish Permanent Diplomatic Mission in the corresponding state or by the Spanish Overseas

Economic and Commercial Office in the place where the company has its registered offices.

**c)** Individuals, by means of the declaration of responsibility, or the directors of legal entities, by means of the appropriate certification issued by their management body or competent representative, must specify in this declaration or certification, that the governing bodies or management of the company do not include any person as referred to in Law 3/2005 of 8 April, on incompatibilities of senior officials of the Regional Government of Andalusia and statement of activities, assets, interests and remuneration of senior officials and other public offices, and Decree 176/2005 of 26 July, implementing this law, and in addition that they do not hold shares in excess of 10% calculated on the basis set out in Article 5 of this law.
The formulation of this declaration of responsibility or certification will be accredited in accordance with the model set out in Annex XI, below, and in the case of legal entities must always be signed by the company's management body or competent representative, the sole director and CEO, directors with authority to represent the company acting alone, directors with authority to represent the company acting jointly with other directors, or the Secretary of the Board of Directors, with the approval of the Chairperson.

## Representation.-

- Persons appearing or signing propositions on behalf of another shall submit a power of attorney.
- Likewise, the person with sufficient power to represent must provide a copy of their National Identity Document or, as appropriate, a document that can be a substitute for it.

## Solvency.-

**d)** The documentation required as proof of solvency as set out in Annex II shall be submitted.

## Workers with disabilities.-

Bidders with a workforce of 50 or more workers will be required to employ a number of workers with disabilities equivalent to at least two per cent of the workforce or to adopt the alternative measures laid down in Royal Decree 364/2005 of 8 April, regulating alternative compliance in exceptional circumstances with the job quota reserved for workers with disabilities. To this end, bidders must provide, in all cases, a certificate issued by the company stating both the total number of workers in the workforce and the specific number of workers with disabilities in the workforce. If bidders have opted for compliance with the alternative measures provided for by law, they must submit a copy of their declaration of exceptional circumstances and a declaration specifying the measures implemented. They may also specify on the certificate the percentage of

workers with disabilities employed permanently in the workforce, for the purposes of the provision governing cases of a tie in the classification of proposals.

Bidders with fewer than 50 workers in their workforce must, in all cases, provide a certificate specifying the number of employees in their workforce.

These certificates will follow the template given in Annex XII.

## Promotion of equality between women and men.-

As set out in Article 45 of Organic Law 3/2007 of 22 March, *para la igualdad efectiva de mujeres y hombres* (for the effective equality of women and men), they must provide evidence of the drawing up and effective application of the Equality Plan contemplated in the said article:

1. Bidders employing more than two hundred and fifty workers.
2. When so established in the applicable collective bargaining agreement, under the terms set forth therein.
3. Where the employment authorities have agreed disciplinary proceedings to replace ancillary sanctions over the drawing up and implementation of said plan, under terms to be laid down in the said agreement.

To this end, bidders shall accredit the preparation, application and effective validity of the aforementioned Plan, among others, by any of the following means:

- A copy of the original text of the Equality Plan signed by the members of the negotiating committee, which is authentic or authenticated in accordance with the legislation in force.

- A copy, which is authentic or authenticated in accordance with current legislation, of the minutes of the negotiating committee approving the Equality Plan, including the agreement of the parties signing it.

- Declaration by the company representative indicating the publication reference of the Equality Plan or Agreement in which it is published in the corresponding official gazette.

- The bidder having the "*Igualdad en la Empresa*" (Equality in the Company) label within its period of validity. One of the general requirements for candidate entities for obtaining the "Equality in the Company" label is, according to the provisions of Article 4.2(f) of Royal Decree 1615/2009, of 26 October, "To have implemented an equality plan, in cases in which the company is obliged to implement it by law or by agreements. And in all other cases, to have implemented an equality plan or equality policies."

Without prejudice to the foregoing, in the event that the Contracting Committee questions the validity or effective application of an Equality Plan (for example, the period of validity is not stated or has expired without it being known whether it has been extended or not) the bidder may also be asked to submit a declaration that it is effectively implementing the Equality Plan signed by the company and employees representatives.

This Plan establishes specific equality targets and the strategies and practices to adopt in order to achieve them, as well as establishing effective systems for monitoring and evaluating these targets.

A Declaration must also be provided in accordance with Annex XIII.

**Affidavit regarding protection of minors.**

If the execution of the contract involves habitual contact with minors by the personnel assigned to the contract of by the successful bidder, the latter, by means of an affidavit, shall specify that all staff responsible for carrying out the activities covered by the contract comply with the requirement laid down in Article 13.5 of Organic Law 1/1996 of 15 January 1996, *de Protección Jurídica del Menor* (on the Legal Protection of Minors), partial amendment of the Civil Code and the Code of Civil Procedure in accordance with Annex XIV.

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**ANNEX XI**

**CERTIFICATION OF NOT BEING SUBJECT TO INCOMPATIBILITY TO CONTRACT**

**Natural person**

I, Mr/Mrs/Ms ……..resident at……province/county……..street No.
with National Identity Document No…….
.

**DECLARE**

That I am not covered by any of the circumstances referred to in Law 3/2005 of 8 April, on incompatibilities of senior officials of the Regional Government of Andalusia and statement of activities, assets, interests and remuneration of senior officials and other public offices, and Decree 176/2005 of 26 July, implementing this law, and in addition that I do not hold shares in excess of ten per cent calculated on the basis set out in Article 5 of this law.

**Legal person**

I, Mr/Mrs/Ms

resident at

province/county

street No.

with National Identity Document No.

in the name and on behalf of _____ with NIF _____ acting as _____ (1).

**HEREBY CERTIFY**

That the governing bodies or management of the company/entity do not include any personnel referred to in Law 3/2005 of 8 April, on incompatibilities of senior officials of the Regional Government of Andalusia and statement of activities, assets, interests and remuneration of senior officials and other public offices, and in addition that they do not hold shares in excess of ten per cent calculated on the basis set out in Article 5 of this law.

AUTHORISED SIGNATURE (1)

(Place, date and signature)

*(1) This certification may only be issued by one of the following management bodies or competent representatives:*
*- Sole director and CEO.*
*- Directors with authority to represent the company acting alone.*
*- Directors with authority to represent the company acting jointly with other directors.*
*- Directors: signature of the Secretary and approval of the Chair.*

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**ANNEX XII**

**CERTIFICATION OF WORKERS WITH DISABILITIES**

I, Mr/Mrs/Ms ……..resident at……province/county
street No.
with National Identity Document No.
on behalf of myself or of the company I represent (1),

**HEREBY CERTIFY**: (indicate a, b or c)

that the company I represent:

☐ a) has 50 or more people employed in its workforce, with a total number of …… employees on the workforce, and a specific number of ……. workers with disabilities, who represent ….. (2) per cent of the workers permanently employed on the workforce, and therefore (indicate as appropriate):

- ☐ Has a workforce comprising at least two per cent workers with disabilities.
- ☐ Has opted for compliance with the alternative measures provided for by law, to which end they submit a copy of their declaration of exceptional circumstances and a declaration specifying the measures implemented.

☐ (b) has less than 50 people employed in its workforce, with a total number of …… employees on the workforce, and a specific number of ……. workers with disabilities, who represent ….. (3) per cent of the workers permanently employed on the workforce.

☐ (c) has no employees in its workforce.

(Place, date and signature)

*(1) Indicate company name and NIF.*
*(2) For companies with 50 or more employees in their workforce, specifying the number of workers with disabilities is optional but will be evaluated in the event of a tie in the bid evaluation.*
*(3) For companies with less than 50 employees in their workforce, indicating the total number of employees in their workforce is obligatory, and specifying the number of workers with disabilities and the percentage of permanently employed workers with disabilities in the workforce is optional, but will be evaluated in the event of a tie in the bid evaluation.*

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**ANNEX XIII**

**DECLARATION ON PROMOTING EQUALITY**

I, Mr/Mrs/Ms

resident at

province/county

street No.

with National Identity Document No.

on behalf of himself/herself or of the company he/she represents with CIF , declare under my own responsibility:

In accordance with the provisions of Article 45 of Law 8/2017 of 28 December, *para garantizar los derechos, la igualdad de trato y no discriminación de las personas LGTBI y sus familiares en Andalucía* (to guarantee the rights, equal treatment and non-discrimination of LGBT persons and their families in Andalusia), and in accordance with Law 12/2007 of 26 November, *para la Promoción de la Igualdad de Género de Andalucía* (on the promotion of gender equality in Andalusia, Official Gazette of 31 December) and subsequent amendments, that they implement measures aimed at achieving equal opportunities, such as (tick the measures implemented by the company):

- ❑ Mark of Excellence in Business for Equality.
- ❑ Agreement linked to the Company Equality Plans Programme (IGUALEM).
- ❑ Measures reconciling personal, family and working life.
- ❑ Design and implementation of a Company Equality Plan.
- ❑ Balanced representation of women and men in professional groups and categories.
- ❑ Positive action measures on access to employment and professional promotion at the levels where women are underrepresented.
- ❑ Guarantee of equal pay for work of equal value.
- ❑ Implementation of appropriate preventive measures and sanctions against gender-based violence, sexual harassment and sexual discrimination.
- ❑ Implementation of social responsibility actions in the area of equal opportunities.

The company undertakes to provide any data that the Administration considers necessary to demonstrate the truthfulness of this declaration.

(Place, date and signature)

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**ANNEX XIV**

**AFFIDAVIT ON PROTECTION OF MINORS**
**(only to be submitted by companies whose company purpose or professional activity for the purposes of the present bid implies habitual contact with minors with respect to the staff, volunteers/collaborators involved in the service)**

I, Mr/Mrs/Ms

resident at

province/county

street No.

with National Identity Document No.

on behalf of myself or of the company I represent (1) declare under my own responsibility:

1.- That, in accordance with its company purpose, the professional activity that the entity/company/person performs, for the purposes of the present bid, implies habitual contact with minors with respect to the staff, volunteers/collaborators involved in the service.

2.- That, in compliance with the provisions of Article 9.3 of Royal Decree 110/2015 of 11 December 2015 regulating the Central Register of Sex Offenders, all persons who during the execution of the service due to their activity have regular contact with minors, have been requested to provide a negative certificate from the *Registro Central de Delincuentes Sexuales* (Central Register of Sex Offenders) and that they comply with the requirement of Article 13.5 of Organic Law 1/1996, of 15 January, *de Protección Jurídica del Menor* (on the Legal Protection of Minors).

3.- That all documentation accrediting compliance with this requirement of Article 13.5 of Organic Law 1/1996, of 15 January, *de Protección Jurídica del Menor* (on the Legal Protection of Minors), shall be provided to the contracting authority on request.

4.- That the documentation includes an undertaking by the personnel, volunteers and collaborators to notify any change occurring subsequent to the first negative certification.

5.- That it undertakes to notify the fulfilment of this requirement with respect to any person, volunteer or collaborating personnel taken on to the staff of that entity, company or person.

(Place, date and signature)

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