PROCUREMENT OF THE SHERRY WINE PROMOTION CAMPAIGN IN THE UK

SPECIFICATION OF PARTICULAR CLAUSES

OPEN PROCEDURE

FILE NUMBER: 2021-022

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1.- INTRODUCTION

Extenda-Empresa Pública Andaluza de Promoción Exterior, S.A. (hereinafter Extenda) is the company of the Junta de Andalucía (Government of Andalusia), attached to the Department of Presidency, Public Administration and Internal Affairs, whose purpose is to promote the internationalisation of Andalusian companies, assisting them comprehensively for their consolidation in international markets.

In the Junta de Andalucía Procurement Platform, tenderers have access to Extenda's Contracting Profile, where they can consult all information related to the entity's contractual activity.

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

Publication in the Contracting Profile shall have the effects provided for in the LCSP.

For inquiries, complaints, claims and suggestions, the e-mail address contratacion@extenda.es is available.

2.- ELEMENTS OF THE CONTRACT

2.1 LEGAL REGIME OF THE CONTRACT

Extenda, as a commercial company in the public sector, is included in the subjective scope of Law 9/2017 of 8 November on Public Sector Contracts, transposing into the Spanish legal order the Directives of the European Parliament and the Council 2014/23/EU and 2014/24/EU of 26 February 2014 (hereinafter, LCSP), pursuant to Article 3.1 (h).

The contract to be concluded shall have the qualification of SERVICES in accordance with the provisions of Article 17 of the LCSP.

The electronic relations derived from this contract shall be governed by the provisions contained in Law 9/2017 of 8 November aforementioned.

The contract resulting from this tender and to which this tender relates is private in nature, and shall be governed by the clauses contained therein and by the civil and commercial

legislation applicable to it. Likewise, the contract shall be subject to the provisions of Community law applicable to it.

In accordance with Additional Provision 25th of the LCSP, contracts involving the processing of personal data must comply with Law 3/2018 of 5 December on the Protection of personal data and guarantee of digital rights, Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and the Council on the Protection of natural persons with regard to the processing of personal data and the free movement of such data (GDPR), and supplementary legislation.

This Statement of Special Clauses, the Technical Specifications, budgets, work plan, and conditions submitted and accepted, as well as the other documents relating to the tender, are contractual in nature.

Any negotiation of the terms of the contract with tendering companies is prohibited.

In the event of a discrepancy between this document and any of the above-mentioned contractual documents, the first shall prevail over the latter.
Contracts must conform to the content of this Statement; the clauses of which shall be considered an integral part of the respective contracts.

Ignorance of the contract in any of its terms, of the documents that are part of it, or of documents and rules of any kind approved by Extenda and reported to the tenderers or, where appropriate, to the contracted party, shall not exempt from the obligation of their performance.

2.2 PURPOSE OF THE CONTRACT

The purpose of the contract is to provide the services referred to in Annex I of this specification, in accordance with the terms laid down in the Technical Specifications.

For the delimitation of the purpose of the contract within the Common Vocabulary of Contracts (CPV), as approved by Regulation (EC) No 2195/2002 of the European Parliament and the Council of 5 November 2002, as amended by Regulation 213/2008, the reference assigned is as set out in **Annex I.**

Whenever the nature or purpose of the contract so permits, prevision shall be made for the independent performance of each of its parts by division into lots. The information relating to the lots which the contract is divided into is specified in **Annex I.**

In accordance with Article 22.2 of the LCSP, contracts awarded in separate lots where the cumulative value of the lots into which the procurement of services is divided equals or exceeds the amounts referred to in Article 22.1 of the LCSP, are subject to the rules of harmonised regulation as to the award of each lot. However, contracting authorities may exempt from these rules the lots whose estimated value is less than €80,000, provided that the cumulative amount of the lots exempted does not exceed 20% of the cumulative value of the total, which shall be indicated in **Annex I.**

If the contract is divided into lots, **Annex I** shall specify whether tenderers may qualify for one lot, several or all of them, unless a maximum number of lots per tenderer is established.

In the latter case, **Annex I** shall specify the criteria or systems to be applied when, as a result of the application of the award criteria, a tenderer may be awarded a number of lots exceeding the maximum indicated.

The same Annex shall also indicate whether the award to an inclusive offer is allowed, specifying the combination or combinations that are admissible, where appropriate.

If the procurement is split into lots, the object of each batch is considered to constitute a functional unit capable of independent completion. Each lot shall constitute a contract, except in cases where inclusive tenders are submitted, in which all tenders constitute a contract.

2.3 BASIC TENDER BUDGET, ESTIMATED VALUE AND CONTRACT PRICE

The basic budget for tendering is as set out in **Annex I,** which shall indicate the amount of Value Added Tax as a separate item.

The basic budget for tendering, which shall adjust to market prices, shall be broken down in **Annex I**, indicating the direct and indirect costs and other possible costs calculated for its determination. In contracts where the cost of salaries of persons employed for their performance is part of the total contract price, the basic tender budget shall indicate, in a disaggregated manner and with disaggregated gender and professional category, the estimated wage costs, based on the relevant labour agreement.

The estimated value of the contract, calculated in accordance with Article 101 of the LCSP, shall be that set out in **Annex I,** and has been taken into account for choosing the tendering procedure applicable to this contract as well as the suitable advertising. The calculation

method applied by the contracting authority to calculate the estimated value is set out in **Annex I**, which shall take into account the usual market prices and also indicate whether or not the contract is subject to harmonised regulation.

The price of the contract shall be that resulting from the award of the contract, in accordance with the tender submitted by the awarded company. When it consists of one or more unit prices, the contract price shall be that which results from applying them to the services actually executed.

Only VAT is excluded from the contract price, which must be passed on to each of the invoices corresponding to the contract. Contracted parties to whom any of the exemptions legally established for that tax apply must substantially justify such fact. This justification must accompany the economic offer in envelope 3.

The contract price shall be considered to include all other taxes, fees and levies of any kind applicable, as well as all costs incurred by the awarded company as a result of the performance of the obligations referred to in this document and in the PPT.

Annex I shall also indicate the system for determining the price, which may be formulated both in terms of unit prices relating to the various components of the supply or the units of the supply which are executed, and in terms of flat-rate prices applicable to all or part of the services of the contract.

Annex I shall also provide for the possibility of including price variation clauses based on compliance or non-compliance with certain deadline or performance targets, in accordance with Article 102.6 of the LCSP.

Where indicated in **Annex I,** the amount of this contract shall be co-financed with funds from the European Union under the ERDF Operational Programme for Andalusia 2014-2020, with a Community contribution of 80%.

2.4 BILLING AND PAYMENT

Invoices may be physically presented in the Extenda Registry located at c/ Marie Curie nº5 in Seville, or by e-mail to registro@extenda.es

They must contain the code provided by Extenda, as well as the file number that appears on the cover of this document.

Extenda will order the payment of the invoices via bank transfer within 30 days of the entry of the invoices in the Extenda register.

2.5 CREDIT PROVISIONS

The necessary procedures have been fulfilled to ensure that sufficient credit is available to meet the economic obligations arising from this contract.

2.6 DURATION OF THE CONTRACT / EXECUTION TIME

The period of duration/performance of the contract and the partial periods which may be established, if any, shall be those set out in **Annex I**, and shall begin from the date established for that purpose in the contract.

Annex I shall also indicate the possibility or not of extension of the contract.

The extension shall be agreed by the contracting authority and shall be mandatory for the contractor, provided that notice is at least two months prior to the end of the term of the contract. Contracts with a duration of less than two months are exempted from the notice obligation.

In no case may the extension occur by the tacit consent of the parties.

The contract will end at the end of the agreed term or once the maximum estimated budget has been reached, if earlier.

When at the expiration of a contract the new contract ensuring continuity of the supply to be performed by the contracted party has not been signed as a result of incidents derived from unforeseeable events for the contracting authority in the procurement procedure, and there are reasons of public interest in order not to interrupt the supply, the original contract may be extended until the beginning of the performance of the new contract and in any event for a maximum period of nine months, without changing the remaining terms of the contract, provided that the notice of tender for the new contract has been published at least three months in advance from the end date of the original contract.

2.7 APTITUDE AND ABILITY TO HIRE

Natural or legal persons, Spanish and foreign, who have full capacity to act, are not incurred in any of the prohibitions on contracting stipulated in article 71 of the LCSP, and prove their economic, financial and technical or professional solvency, are empowered to hire. Contractors shall also have the business or professional qualification required for the performance of the purpose of the contract.

Bidding persons, when they are legal persons, must prove that their purpose or activity is directly related to the purpose of the contract, as resulting of the respective statutes or founding rules.

Natural or legal persons intending to participate in this tender must comply with the laws, regulations and conventions in force on labour matters, social security, and occupational safety and health, and, in particular, with the conditions laid down by the sectoral collective agreement of reference which is applicable, as well as with the rights acquired by the staff.

Entrepreneurs who participate grouped in temporary unions are obliged jointly and severally, and shall appoint a single representative or proxy of the union with sufficient powers to exercise the rights and fulfill the obligations arising from the contract until the end thereof, without prejudice to the existence of pooled powers that they may grant for collections and payments of significant amounts.

For EU companies or States that have signed the Agreement on the European Economic Area, non-Community companies and employers' unions, the provisions of Articles 67, 68 and 69 of the LCSP shall apply respectively.

In any event, non-Spanish companies from Member States of the European Union or from the States signatory to the Agreement on the European Economic Area shall be able to hire when they are entitled to carry out the supply in question according to the legislation of the State in which they are established.

When the law of the State where these companies are established requires special authorisation or membership of a particular organisation in order to provide the service in question, they must prove that they comply with this requirement.

Without prejudice to the application of Spain's obligations under international agreements, natural or legal persons of States not belonging to the European Union or of States signatory to the Agreement on the European Economic Area shall justify with documents that the State

of origin of the foreign company admits in turn the participation of Spanish companies in contracting with public sector entities similar to those listed in Article 3 of the LCSP, in a substantially similar manner. This report shall be prepared by the relevant Economic and Commercial Office of Spain abroad and shall be accompanied by the documentation submitted. Contracts subject to harmonised regulation shall excuse the report on reciprocity in relation to companies of States signatory to the World Trade Organisation Agreement on Public Procurement.

2.8 ECONOMIC AND TECHNICAL SOLVENCY

(a) In order to participate in this tender, the solvency requirements set out in **Annex III** are required, and they shall indicate the documentation necessary to prove them.

In order to prove the necessary solvency, the bidding firm may rely on the solvency and means of other entities, in accordance with Article 75 of the LCSP.

Under the same conditions, companies which are grouped in the temporary unions referred to in Article 69 of the LCSP may rely on the capabilities of entities outside the temporary union.

When a company wishes to use the capabilities of other entities, it shall demonstrate to the contracting authority that it has the necessary resources by submitting the written commitment of those entities for that purpose, as provided for in **Annex III.**

(b) Supplementary solvency requirements

The bureau or the contracting authority may seek clarification from the entrepreneur on the certificates and documents submitted, or request him to submit additional documents.

3.- PROCEDURE FOR THE AWARD OF THE CONTRACT AND PROCESSING OF THE PROCEDURE

3.1. AWARD PROCEDURE

This contract shall be awarded by an **open** procedure governed by Articles 156 to 158 of the LCSP.

3.2 PRESENTATION OF PROPOSALS

Proposals, together with the mandatory documentation, shall be submitted within the time limit set out in the notice of invitation to tender.

Pursuant to paragraph three of the Fifteenth Additional Provision of the LCSP, the tendering for this contract shall be exclusively electronic, and therefore the submission of tenders and the practice of notifications and communications arising from the award procedure shall be carried out electronically.

For this purpose, tenderers must be registered at the Electronic Relations Information System on Procurement, SiREC-Electronic Tender Portal (hereinafter SiREC-Electronic Tender Portal), according to the specifications set out in the Manual of electronic tendering services SiREC-Electronic Tender Portal, published at the following link: https://juntadeandalucia.es/temas/contratacion-publica/perfiles-licitaciones/licitacion-electronica.html. Likewise, all tenderers wishing to participate grouped in temporary unions must be previously registered at the SiREC-Electronic Tender Portal.

Registration at SiREC-Electronic Tender Portal requires the registration of the user at the authorised electronic address of the Junta de Andalucía for the practice of electronic notifications arising from this award procedure. Electronic notifications will be available at the notification service "Procurement File Junta de Andalucía" of the contracting entity "Procurement by the Junta de Andalucía".

For the registration of foreign companies in SiREC-Electronic Tender Portal, it is necessary:

- A Spanish Tax Number assigned by the Spanish Tax Administration (NIF type N for foreign entities).

  The application and assignment of a Spanish tax identification number (NIF) for non-resident persons and entities may be processed through the Spanish diplomatic representations or consular offices in the company's country of residence. In this regard, the Resolution of 29 October 2013, BOE of 9 November, of the Directorate General for Spaniards Abroad and Consular and Migration Affairs, published the Agreement on the Management of the State Agency for Tax Administration and the Ministry of Foreign Affairs and Cooperation, for the telematic application and allocation of NIF at the Spanish Consular Offices abroad. Through the following link, you can consult the Spanish Consular Offices abroad, where you can perform these

steps: https://www.agenciatributaria.es/AEAT.internet/Inicio/Ayuda/Certificado_electronico/Como_obtener_un_certificado_electronico/Oficinas_de_registro/Oficinas_de_registro.shtml.

– Obtaining an electronic certificate issued by a service provider belonging to the "Trusted List of Certification Service Providers". This service provider must be of Spanish nationality.

  Once you have obtained the Tax ID, you can request the digital certificate that must be issued by a service provider who belongs to the "Trusted List of Certification Service Providers" and who is of Spanish nationality. You can consult it through the following link: https://sedeaplicaciones.minetur.gob.es/Prestadores/.

In case of difficulty in obtaining a Spanish NIF and a digital company certificate associated with that NIF, self-registration in SiREC-Electronic Tendering Portal can also be carried out through a Spanish advisory/administration office with the following considerations:

- The field "Company Name" can be modified when making the self-registration, so the advisory/administration office shall indicate in this field the following: *"ADVISORY COMPANY NAME*" representing "TENDERER NAME" WITH NIF OR EQUIVALENT *"NIF OF THE TENDERER THAT IT REPRESENTS".*

- All documentation provided through the SiREC e-tendering portal **must refer to the company actually tendering and must be duly signed by the company in those documents indicated in the tender documents**.

- Finally, if submitting by this method, you must include in the documentation of the electronic envelope 1 a document stating that you have authorised this advisory/administration office to submit your bid on your behalf.

Each bidder can not submit more than one proposal or sign any proposal in temporary union with others if it has done so individually or belongs to more than one temporary union. Violation of these rules will result in the non-admission of all the proposals subscribed.

The proposals of the interested parties must comply with the statements and documents governing the tender, and their presentation implies the unconditional acceptance by the

businessperson of the content of all the clauses or conditions in this specification, the Technical Specifications and other documents annexed without exception or any reservation, as well as the authorisation to the bureau or the contracting authority to consult the data collected at the Register of Tenders of the Autonomous Community of Andalusia or at the official lists of economic operators of a Member State of the European Union.

The offer will have a term of validity of 6 months. During this period, the bidder may not withdraw his offer. If the tenderer has not been awarded after that period, but does not withdraw the tender, it shall be considered to extend its validity tacitly for the time elapsed until the award or until the tender is withdrawn.

3.3 MEANS AND DEADLINES FOR SUBMISSION OF PROPOSALS

Proposals, together with the mandatory documentation, will be submitted only by electronic means through SiREC-Electronic Tender Portal within the period indicated in the notice made at the contractor profile of Extenda. Proposals submitted by non-electronic means or after the deadline shall not be accepted.

In accordance with the first paragraph (h) of the 16th additional provision of the LCSP, the electronic dispatch of tenders may be made in two stages, first transmitting the electronic footprint of the tender, upon the receipt of which the tender shall be deemed to be submitted for all purposes, and then the tender itself within a maximum period of 24 hours from the submission of the electronic footprint. If this second referral is not made within the specified time limit, the offer shall be deemed to have been withdrawn. By 'electronic footprint of the offer', it is meant the data set whose generation process ensures that they are unequivocally related to the content of the offer itself, allowing to detect possible alterations in the content of the offer and thus guaranteeing its integrity. Electronic copies of documents to be incorporated into the dossier shall comply with the provisions laid down for that purpose in the legislation in force about the common administrative procedure, having the effects laid down therein.

The time limits for submission of tenders shall be extended when, for any reason, the services under the contracting authority have not met the request for information made by the person concerned at least 12 days before the end of the deadline for submission of tenders in accordance with Article 138.3 of the LCSP, and the aforementioned additional information requested is relevant for the purpose of making a valid offer as stipulated in Article 136.2 of the LCSP.

The deadline for submission of tenders shall also be extended in the event that significant changes are made to the procurement documents, without prejudice to Articles 122.1 and 124 of the LCSP.

The duration of the extension shall in any event be proportional to the importance of the information requested by the person concerned.

3.4 CONTENT OF THE PROPOSALS

Bidders must prepare and present three electronic envelopes, marked with numbers 1, 2 and 3, through SiREC-Electronic Tender Portal. Prior to their submission, their content will be validated through an electronic signature process that guarantees their integrity and confidentiality.

When **Annex I** indicates that only the lowest price shall be used as an award criterion, only electronic envelopes 1 and 3 shall be presented.

Similarly, when only automatically evaluable criteria are used as award criteria by **Annex XI**, only electronic envelopes 1 and 3 shall be submitted.

Each electronic envelope shall contain the documents specified below.

All documentation of the proposals submitted must be in Spanish or English. Documents drawn up in another language must be accompanied by the corresponding official translation into Spanish.

ELECTRONIC ENVELOPE N.1: Documentation supporting the prerequisites.

The documents to be incorporated in this envelope shall be submitted in order as follows:

a) The basic data of the bidder according to the model in **Annex II A.**

b) A responsible declaration shall be submitted in accordance with the **Single European Procurement Document** (**ESUC**) form accessed following the instructions set out in **Annex II B.**

The document shall indicate that the legally established conditions for contracting with the public sector in terms of capacity requirements (general and specific to this tender), representation and personality are fulfilled and that the solvency conditions required by this specification are also fulfilled.

If the bidder uses the solvency and means of other companies, he must provide his own ESUC together with a separate ESUC containing the information about each of the entities concerned.

Entrepreneurs wishing to participate in a TBA shall submit a separate ESUC containing the information required in Parts II to IV for each participating company.

In Part IV of the ESUC, it is only necessary to complete Section A about "Overall Indication for All Selection Criteria".

The e-mail address listed in the ESUC must be enabled in accordance with the fifteenth additional provision of the LCSP and must match the one indicated in SiREC-Electronic Tender Portal.

When Annex I provides for the division into lots of the purpose of the contract, if the economic, financial or technical and professional solvency requirements vary from lot to lot, a responsible declaration shall be provided for each lot or group of lots to which the same solvency requirements apply.

In order to ensure the successful completion of the procedure, the contracting authority may require tenderers, before agreeing on the proposal for award, to provide documentation supporting the prerequisites.

c) Foreign companies

In cases where the contract is to be executed in Spain, foreign companies shall provide a declaration to submit to the jurisdiction of the Spanish Courts and Tribunals of any order, for all incidents that may arise directly or indirectly from the contract; waiving, where appropriate, the foreign jurisdiction which could correspond to the bidder. Such declaration shall be made in accordance with **Annex IV.**

d) Companies belonging to the same group

For the purposes of applying the rule established in Article 86.1 of the RGLCAP, and according to Article 149.3 of the LCSP, tenderers shall submit a declaration -following the model set out in **Annex V** to this specification- that they do not belong to any group of companies or that they find themselves in any of the cases referred to in Article 42 of the Commercial Code and belong to a group of companies, indicating the list of the companies of that group and the companies which participate in the tender.

e) Confidentiality statement

Bidders may submit a declaration indicating which of the administrative and technical documents and data submitted are, in their view, considerable as confidential.

The nature of confidentiality affects, inter alia, technical or trade secrets, the confidential aspects of tenders, and any other information the content of which may be used to distort competition, either in this tendering procedure or in subsequent tendering procedures.

The duty of confidentiality of the contracting authority and its subsidiary services may not extend to the full content of the tenderer's tender, nor to all the contents of the reports and documentation generated directly or indirectly by the contracting authority in the course of the tendering procedure. It may only extend to documents that have restricted dissemination, and in no case to documents that are publicly accessible.
The model for that declaration is set out in **Annex VI.**

f) Temporary Unions

Entrepreneurs attending the invitation to tender grouped into temporary unions shall submit a declaration of commitment to enter into a temporary union, in accordance with the model set out in **Annex VII,** indicating the names and circumstances of the persons who sign it, the percentage of participation of each of them, the commitment to formally constitute a temporary union if they are awarded the contract, and the designation of the person or persons who must be fully represented before the Administration during the term of the contract.

g) Solvency required

When indicated in **Annex I,** the documentation required as creditation of solvency set out in **Annex III** shall be presented herein**.**

ELECTRONIC ENVELOPE N. 2: Documentation relating to award criteria assessed by value judgment.

This envelope shall include the documentation indicated in **Annex VIII** accompanied, where appropriate, by the confidentiality statement as shown in **Annex VI.**

ELECTRONIC ENVELOPE N. 3: Documentation relating to award criteria valued by applying formulas

This envelope shall include the documentation listed in **Annex IX** (including the economic tender in accordance with **Annex X**), in order to apply the award criteria specified in **Annex XI**.

Economic proposals exceeding the tendering budget shall not be taken into account.

Proposals that have omissions, errors or corrections that prevent clear knowledge of what Extenda deems fundamental to the offer will not be accepted. Offers that do not meet these requirements will be rejected.

The inclusion of any documentation or information relating to electronic envelope 3 in a separate envelope may result in the exclusion of the offer.

3.5 CRITERIA FOR THE VALUATION OF BIDS

The criteria set out in **Annex XI** shall be taken into account and measured from zero to the score indicated in each of the sections listed therein.

3.6 EVALUATION TABLE. OPENING OF OFFERS

3.6.1. Valuation Table

The contracting authority shall be assisted by a valuation table designated by it to qualify and evaluate the tenders submitted, and shall consist of the following members:

- Presidency. The person holder of the competent Directorate by reason of the matter and in place thereof; any person holding another area or division of Extenda.

- Chairpersons:

  - Person holder of the department with economic and budgetary powers.
    To replace them, a competent technician from the department / division with economic and budgetary competencies.

  - The head of the department / division that promotes recruitment.
    To replace them, a competent technician from the department / division that

promotes recruitment.

- Secretariat: a member of the legal and contracting consultancy. In place of the latter, another member of that consultancy.

3.6.2. Technical Committee

Where appropriate, a Technical Support Committee for the Evaluation Bureau may be appointed to prepare the relevant technical reports in relation to the documentation contained in electronic envelope No 2.

Before making its proposal, the Evaluation Bureau may also request any technical reports it deems necessary. Such reports may also be requested when necessary to verify that the tenders comply with the technical specifications of the Specification.

3.6.3. Opening of Electronic Envelope n. 1

When the bureau meets on the given date and time, the presidency shall order the opening of electronic envelope n. 1. The bureau shall then rate the documents contained in that envelope.

If it finds defects or correctable omissions in the documentation of electronic envelope no. 1, it shall communicate it electronically through the SiREC-Electronic Tender Portal and make it public through the contracting authority's procurement profile, granting a period of three calendar days for the tendering persons to correct them by submitting the relevant documentation through the SiREC-Electronic Tender Portal, under a warning of definitive exclusion of the tenderer if it does not proceed to the correction of such documentation within the period granted.

Subsequently, the bureau shall meet to adopt the appropriate agreement on the final admission of tenderers.

3.6.4. Opening of electronic envelope n. 2 and evaluation of documentation relating to award criteria whose weighing depends on a value judgment

Once the agreement on the final admission of tenderers has been adopted, the bureau shall meet and the electronic envelope n. 2 of the admitted tenderers shall be opened.

Subsequently, the Evaluation Bureau shall submit to the Technical Committee, if it has been appointed, the documentation of the above-mentioned envelope, in order for the relevant technical report to be issued by the Committee. This technical report will be submitted to the Evaluation Bureau prior to the opening ceremony of electronic envelope No. 3.

Before making its proposal, the Evaluation Bureau may request any technical reports it deems necessary.

The order of priority of the award criteria and their weighing shall be fixed in decreasing order in **Annex XI**. Where appropriate in this Annex, a minimum threshold of 50% of the score at all the qualitative criteria shall be obtained in order to continue at the selective process.

3.6.5. Opening of electronic envelope n. 3 and evaluation of documentation relating to quantifiable award criteria through the mere application of formulas

The result of the weighing assigned to the criteria dependent on a value judgement shall be stated on the date indicated for the opening at the procurement profile of the contracting authority.

When a tenderer has not reached the minimum scoring thresholds required by **Annex XI,** he may not continue at the procurement procedure.

Next, the electronic envelope n. 3 of the companies that continue at the procedure will be opened.

If it is presumed that there may be an abnormally low bid in comparison with the values estimated by **Annex XII,** the bidder shall be heard electronically to justify the feasibility of his offer in accordance with Article 149 of the LCSP, and may request technical advice from the corresponding service. The bureau shall evaluate all the information and documentation provided by the tenderer through the SiREC-Electronic Tender Portal within the deadline, and shall forward in a reasoned manner the corresponding proposal for acceptance or rejection to the contracting body, which will determine the possible exclusion of the offer on the basis of the justification and reports.

3.7 AWARD

The bureau shall classify in decreasing order the proposals accepted in accordance with the award criteria set out in this document, and shall forward the corresponding proposal for the best tender to the contracting authority, which does not imply any right in favour of the proposed tenderer.

Once the bureau's proposal has been accepted by the contracting authority, the relevant services shall require by electronic means the proposed bidder to submit electronically through the SIREC-Electronic Tender Portal, within 10 working days from the following to the one in which the request was received, this documentation:

a) Tax obligations

- Positive certification, issued by the State Tax Administration Agency, of fulfillment of their tax obligations, or affidavit of not being obliged to submit them.

- Positive certification, issued by the Tax Administration of the Junta de Andalucía, proving the non-existence of tax debts with the Regional Administration in the executive period, or affidavit of not being obliged to submit them.

b) Obligations to Social Security.

Positive certification, issued by the Treasury of the Social Security, of fulfillment of their obligations to the Social Security, or affidavit of not being obliged to submit them.

c) Tax on Economic Activities

If the tenderer has registered at the Economic Activities Tax in the current year, the tenderer must be registered under the heading 'Purpose of the contract' of that tax. If it has registered in another financial year, proof of payment of the last receipt must be provided.
In any case, an affidavit of not having dismissed the registration at the tax shall be accompanied.
If exempt from this tax, they shall provide supporting declaration in this regard.

d) Documentary accreditation of compliance with the requirements of personality, capacity, representation, solvency and others, in accordance with **Annex XIII.**

The circumstances set out in these sections may also be accredited by providing the certificate from the Official Register of Tenderers where it is registered, attesting the foregoing points, together with an express responsible declaration relating to the non-alteration of the data contained therein.

e) When definitive guarantee is required by **Annex I**, an accreditation of having constituted it in one of the forms indicated in that Annex.

Once the documentation has been submitted through SiREC-Electronic Tender Portal, the bureau shall proceed to its consideration.

The contracting authority may seek clarification from the tenderer on the certificates and documents submitted.

If the tenderer does not submit the documentation, the bureau shall exclude him from the award procedure.

If the tenderer submits the documentation and the bureau finds defects or omissions correctable therein, it shall notify it by electronic means through SIREC-Electronic Tender Portal and shall communicate it through the contracting authority's procurement profile, granting the tenderer a period of three calendar days to correct them by submitting the appropriate documentation through SiREC-Electronic Tender Portal. If the documentation is not corrected within the period granted, the tenderer shall be excluded from the award procedure.

If the company has submitted the application for classification as a form of accreditation of the required solvency, it will be granted a deadline for remediation. The application for classification may only be admitted if it justifies the possession of the required classification before the final date for submission of tenders.

If the request is not properly completed within the specified period, the documentation from the following bidding company shall be required in the order in which the tenders have been classified, and so shall be done successively until the required documentation is correctly submitted.

In the light of the documentation provided, the contracting authority shall award the contract, publish it in the procurement profile and notify all tenderers.

In any event, the notification and the procurement profile shall indicate the period within which the contract is to be concluded.

When the contracting authority does not award the contract in accordance with the proposal made by a bureau, it shall give reasons for its decision.

A tender can not be declared void when there is a proposal which is admissible according to the criteria set out in the specifications.

3.8 FORMALISATION

The contract shall be concluded by electronic means in the corresponding contract document and, where appropriate, the awarded person may request that the contract be raised to public deed, with the corresponding expenses. In this case, the awarded person agrees to provide Extenda with an authorised copy of the corresponding public deed.

In the event that the awarded person is a temporary union (TBA), it must provide an electronic copy, whether authenticated or not, of the public deed through SiREC-Portal of electronic tender; the duration of which will coincide with that of the contract until its termination.

A copy of the insurance policy covering the liabilities arising from the performance of the contract and a copy of the receipt of payment of the premium in force shall also be provided, and the contracted company is responsible for maintaining the coverage in force and current of payment of premiums during the entire period of duration of execution and/or maintenance of the contract which is the subject of this procedure.

If the provision of the service requires it because it involves the performance of tasks by the contracted party's personnel or means in Extenda premises, or for any other similar reason, the completed **Annex XIX as well as the accreditation of the organisational model of occupational risk prevention** in the specialties of occupational safety, industrial hygiene, ergonomics and psychosociology and health surveillance must be presented by Spanish companies or foreign companies with establishments in Spain, if indicated in **Annex I**. This will be accredited by one of the following modalities of prevention of occupational hazards:

- Modality of External Prevention Service: Electronic copy of the contract with another entity covering the four specialties, or certification from that entity that accredits these points.
- Modality of Own Prevention Service: Electronic copy of the act of incorporation of the Own Prevention Service, and copy and latest receipt of the contract with an auditing entity. In the case of not having a company doctor, an electronic copy of the latest receipt of the health surveillance contract concluded with a duly accredited entity.
- Modality of Joint Prevention Service: Electronic copy of the act of incorporation of the Joint Prevention Service. In the case of not having a company doctor, an electronic copy of the latest receipt of the health surveillance contract concluded with a duly accredited entity.
- Modality of assumption by the employer himself of the prevention of occupational risks: Electronic copy of the training course taken by the owner of the company in the area of occupational hazard prevention, and electronic copy of the latest contract receipt with an auditing entity. In the case of not having a company doctor, an electronic copy of the latest receipt of the health surveillance contract concluded with a duly accredited entity.

When the contract is subject to a special appeal in the field of procurement, formalisation may not be carried out within 15 working days after the notification of the award is sent to the tendering companies.

In the other cases, the conclusion of the contract shall be carried out no later than 15 working days following the notification of the award to the tendering companies.

When, for reasons attributable to the tenderer, the contract has not been concluded within the specified time limit, the contracting authority shall take the view that its tender has withdrawn, with a new proposal for award being placed on the next tenderer, in accordance with the order of priority resulting from the tendering procedure.

4.- EXECUTION OF THE CONTRACT

4.1 PERSON RESPONSIBLE FOR THE CONTRACT

The contract shall designate the person responsible for the contract, who shall be responsible for coordinating, supervising and controlling its performance, taking the decisions and issuing the necessary instructions in order to ensure the proper performance of the service. Specifically, this person shall ensure that suppliers and contractors comply scrupulously with the terms of the contract, as well as that the contractual deadlines for the execution of the contract -either the total or, where applicable, the intermediate partial periods- are met.

During the execution of the contract, the person responsible for the contract and his employees will be able to inspect the work for its best development.

This person and their collaborating staff, accompanied by the delegate of the contractor, shall have free access to the places where the service is performed.

The awarded person shall provide Extenda, at no additional cost, the professional assistance of its own expert persons, either for presentations, for explanatory or informative meetings, or for clarification of doubts that may arise in relation to the project or the performance of the service.

4.2 OBLIGATIONS OF THE CONTRACTED COMPANY

1.- The contracted party shall carry out the work strictly subject to the clauses of this Specification, to the Technical Specification which serves as the basis thereof, and to the interpretative orders and instructions given by the person responsible for the contract.

2.- The contracted party is obliged to provide technical and material equipment, as well as auxiliary and human resources. All this in the precise number that guarantees the realisation of the purpose of the contract in the conditions offered, and being liable for the risk of loss of the material, personnel and equipment involved in the operation, as well as for the damage to third parties.

It shall also be responsible for the technical quality of the work and services carried out, as well as for the consequences for Extenda or third parties of omissions, errors, improper

methods or incorrect conclusions in the performance of the contract, keeping Extenda harmless from damages that may result from the formulation of claims.

When determined, Extenda reserves the right to contribute certain materials, equipment, programmes or industrial components for incorporation or use in the performance of the contracted service, in a manner which is subject to agreement and contractually established. In this case, the contracted party will not be liable for any defects that may be detected in such material.

3.- The contracted party may not replace the staff assigned to the performance of the work without the express authorisation of the contract controller for the performance of the service.

4.- On his/her sole account and charge, the contracted party shall be responsible for the request, obtention and management of any permits and licenses required for the performance of the contracted service.

5.- The contracted party shall have the compulsory insurance for the conduct of his business and an insurance covering the liabilities arising from the performance of the contract, in the terms specified in **Annex I.**

6.- In order to use technology, procedures, materials and equipment, as well as any third party's industrial or intellectual property rights, the contracted party must obtain the necessary assignments, permits and authorisations from their respective owners; being also in charge of the payment of the rights and indemnities for such concepts.

7.- The contracted party must request in writing to Extenda -through the person responsible for the contract and in sufficient advance- any data, documents or information that it may require during the preparation of the work.

8.- The contracted party is obliged to inform the person responsible for the contract about any technical anomaly found in the contractual documents or in the information provided, so that the contracted service fulfills the intended purpose.

9.- Obligation to provide information: The contracted party is obliged to supply the contracting entity -upon request of the latter and within 15 days- all the information necessary for the Administration's compliance with the obligations provided for by Law 1/2014 of 24 June on Public Transparency in Andalusia.

Once the period granted in the order has elapsed without any action by the contracted party, the contracting entity may agree the imposition of the penalty fines provided for by Article 4.4 of the aforementioned Law 1/2014, after warning and hearing the interested party.

10.- In general, the contracted party shall be liable for all obligations imposed on him due to his condition of employer, and shall comply with the rules governing and developing the employment or other relationship between the contracted party or its subcontractors and the working persons of one and the other, without being able to pass on Extenda any fine, penalty or another kind of liability that may be imposed on it by the competent authorities for failure to comply with any of such rules.

In any event, the contracted party shall indemnify Extenda for any amount he is obliged to pay for breach of the obligations set forth herein, even if this is imposed on him by court or administrative decision.

11.- When the contract is financed by European funds, the contracted party undertakes to implement the information and publicity measures and instruments which correspond to the nature of the contract and which are regulated by Community legislation, namely Commission Regulation (EC) No 1828/2006 of 8 December 2006 on Information and publicity activities to be carried out by Member States in relation to Structural-Fund interventions.

4.3. SPECIAL RULES REGARDING THE PERSONNEL OF THE CONTRACTED COMPANY

The contracted company shall be obliged to comply with this contract with a work team made up of the persons specified in its offer.

The staff seconded by the contracted party to the fulfillment of the purpose of the contract shall not have any employment relationship with Extenda, under no circumstances. It shall depend solely on the contracted party, who shall have all the rights and duties inherent in his status as an entrepreneur regarding such staff.

Any changes, even temporary, to the composition of the team will have to be prior and expressly authorised by Extenda, which will verify that the surrogate person has a professional profile similar to that of the substituted person. However, it shall ensure maximum stability in the work team, and that variations in its composition are timely and justified, so as not to alter the optimal performance of the service.

The contracted party assumes the obligation to exercise in a real, effective and continuous manner the management power inherent in any entrepreneur on the members of the work team responsible for the performance of the contract. In particular, it shall assume the negotiation and payment of wages, the granting of permits, leave and holidays, the substitution of workers in cases of leave or absence, the legal obligations in the field of social security, including the payment of contributions and benefits where appropriate, the legal obligations in the field of prevention of occupational risks, the exercise of disciplinary authority, as well as any other rights and obligations that arise from the contractual relationship between employee and employer.

The contracted party shall at all times be obliged to respect the conditions laid down in the applicable collective agreement.

The contracted company shall designate at least one post of technical coordinator or responsible integrated into its own staff, which shall include the following duties:

- To act as interlocutor of the contracted party with Extenda by channelling the communication between the contracted company and the members of the work team attached to the contract.

- To distribute work among the personnel responsible for the performance of the contract, and to give them the orders and instructions necessary for the provision of the contracted service.

- To supervise the proper performance by the staff members of their mandated functions.

- To inform Extenda about variations, whether occasional or permanent, in the composition of the work team attached to the performance of the contract.

4.4 SPECIAL CONDITIONS OF SOCIAL, ETHICAL, ENVIRONMENTAL OR OTHER ENFORCEMENT

In accordance with Article 202 of the LCSP, **Annex I** shall lay down the special conditions for the performance of this contract.

In the event that the contracted party subcontracts the performance of certain parts of the contract, the obligations arising from the fulfillment of this social or environmental clause shall be assumed by the subcontracted person in the same way and entirely.

When the breach of these special conditions is not defined as a ground for termination of the contract, Annex I shall indicate whether such breach may be regarded as a serious infringement according to Article 71 (2) (c) of the LCSP.

If the performance of the contract involves the transfer of data by the contracting authority to the contracted party, Annex I shall include a special condition of enforcement which refers to the obligation of the contracted party to be subject to national and EU data protection legislation, indicating that this obligation has the nature of an essential contractual obligation in accordance with Article 211 (1) (f) of the LCSP.

5.- CONFIDENTIALITY

5.1. Without prejudice to the provisions of existing legislation on access to public information and to the provisions contained in the LCSP concerning the publicity of the award and the information to be given to candidates and tenderers, the contracting authority may not disclose the information provided by entrepreneurs who have marked it as confidential at the time of submitting their bid. The nature of confidentiality affects, inter alia, technical or trade secrets, the confidential aspects of tenders, and any other information which may be used to distort competition, either in the present tendering procedure or in subsequent tendering procedures.

The duty of confidentiality of the contracting authority and its subsidiary services may not extend to the full content of the tender by the contracted company or to all the contents of the reports and documentation generated directly or indirectly by the contracting authority in the course of the tendering procedure. It may only extend to documents that have restricted dissemination, and in no case to documents that are publicly accessible.

Nor may the duty of confidentiality prevent the public disclosure of contracts concluded by non-confidential parties, such as, where appropriate, liquidation, deadlines, companies with which it has been contracted and subcontracted, and, in any event, the essential parts of the offer and the subsequent amendments to the contract, respecting in any case the provisions of Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights.

5.2. The contracted party shall respect the confidentiality of the confidential information that it accesses during the performance of the contract, whether because the contracting party has established such character in the documents or in the contract, or because its very

nature implies being treated as such. This duty shall be maintained for a period of five years from the knowledge of that information.

6. DATA PROTECTION

The contracted party shall 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 the free movement of such data, which repeals Directive 95/46/EC (General Regulation on Data Protection).

To do this, the contracted party will be considered as the controller. Insofar as it does not oppose the aforementioned Regulation, the contracted party must comply with Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights, under which it must:

a) Use the personal data subject to the processing, or collected for inclusion, only for the purpose of this contract. In no case may the data be used for other purposes; the contracted company being responsible for the infringements committed.

b) Treat the data according to Extenda's instructions: If the controller considers that any of the instructions violates the data protection regulations, the controller shall immediately inform the responsible person.

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

1. The name and contact details of the controller and of each responsible person for whom the controller acts and, where appropriate, of the representative of the controller and the responsible person.

2. The categories of treatments performed on behalf of each responsible person.

3. Where applicable, the transfers of personal data to a third country or international organisation, including the identification of that third country or international organisation and, where appropriate, the transfers referred to in the second paragraph of Article 49 GDPR on documentation of appropriate guarantees.

4. An overview of the technical and organisational security measures relating to:

i. Pseudonymisation and encryption of personal data.

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

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

iv. The process of regular verification, evaluation and assessment of the effectiveness of technical and organisational measures to ensure the safety of treatment.

d) Not communicate data to third parties, unless you have the express authorisation of the controller at legally admissible cases.

e) Not subcontract any of the services that form part of the purpose of this contract and which involve the processing of personal data, except for ancillary services necessary for the normal functioning of the services of the controller. If it is necessary to outsource any treatment, this need must be communicated in advance and in writing to the controller, 30 days in advance, indicating the treatments that are intended to be subcontracted and identifying clearly and unequivocally the subcontracted company and its contact details. Subcontracting may be carried out if EXTENDA does not express its opposition within the prescribed period. The subcontracted party, who will have the status of controller too, is also obliged to comply with the obligations set out in this document for the controller and with the instructions given by the controller. It is the initial manager's task to regulate the new relationship, so that the new manager is subject to the same conditions (instructions, obligations, security measures, etc.) and to the same formal requirements as him, concerning the proper processing of personal data and the guarantee of the rights of the individuals affected. In the event of non-compliance by the sub-responsible person, the initial manager shall remain fully liable to the person responsible for the fulfillment of the obligations.

f) Maintain the duty of secrecy with regard to personal data accessed under this contract, even after the fulfillment of its purpose.

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

h) Keep the documentation supporting the fulfillment of the obligation established in the previous section at the disposal of the responsible person.

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

j) Assist the controller at responding to the exercise of the rights recognised by the regulations concerning the rights of access, rectification, deletion, opposition, limitation of processing, data portability, and not being the subject of automated individualised decisions before the controller, communicating it by e-mail to

privacidad@extenda.es. Communication must be made immediately and in no case beyond the working day following the receipt of the request; together, where appropriate, with other information that may be relevant to the resolution of the request.

k) It is the responsibility of the responsible person to guarantee the right to information at the time of data collection.

l) Notification of data security breaches: Without undue delay, and in any case within a maximum period of 24 hours, the data controller shall notify the responsible person of any breaches of the security of the personal data that he is aware of, together with all relevant information for the documentation and communication of the incident. This communication will be made by sending an e-mail to Extenda with a copy to privacidad@extenda.es, providing at least the following information:

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

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

3. Description of the possible consequences of the breach of the security of personal data.

4. Description of the measures taken or proposed to remedy the breach of the security of personal data, including, where appropriate, measures taken to mitigate possible negative effects.

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

n) Provide support to the controller in the conduct of prior consultations with the supervisory authority, where appropriate.

o) Make available to the controller all information necessary to demonstrate compliance with his obligations, as well as for the conduct of audits or inspections carried out by the controller or by another auditor authorised by him.

p) Implement security measures for:

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

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

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

4. Pseudonymise and encrypt personal data, if applicable.

q) It is not necessary to appoint a data protection officer.

r) Once the contractual relationship has been completed, the personal data processed by the contracted company as well as the result obtained must be returned to Extenda and, where appropriate, to the media in which they appear, once the service has been completed. The return must entail the total erasure of the existing data on the computer equipment used by the controller. However, the controller or the contracted company may retain a copy -with the data properly blocked- as long as responsibility may arise for the performance of the service.

7.- ASSIGNMENT OF THE CONTRACT

The rights and obligations arising from the contract may be transferred by the contracted party to a third party. In order for this assignment to be made, compliance with the requirements set out in art. 214 LCSP is mandatory.

8.- SUBCONTRACTING

The contracted party may arrange partial performance of the service with third parties.

To this end, if indicated in **Annex I** or after the award of the contract, it shall notify the contracting authority -in writing, in the tender, and at the latest when the performance of the contract begins- of the intention to conclude the subcontracts, indicating the part of the supply to be subcontracted and the identity, contact details and representative or legal representatives of the subcontracted party; sufficiently justifying the subcontracted company's ability to execute it by reference to the technical and human elements at its disposal and to its experience, and proving that the subcontracted party is not prohibited from contracting in accordance with Article 71 of the LCSP.
Annex I shall indicate whether tenderers are obliged to complete Section D of Part Two of the ESUC.

Annex I shall specify whether there are any critical tasks, which must therefore be carried out personally by the contracted party.

In the event of subcontracting, the provisions of Articles 215, 216 and 217 of the LCSP shall be complied with.

9. COMPLIANCE WITH DEADLINES AND PENALTIES FOR DELAY

The contracted party is obliged to fulfill the contract within the total period fixed for its completion and, where appropriate, the partial periods set out in the Technical Specifications and those which, appearing in the tender submitted by the contracted party, have been established as mandatory partial deadlines.

Where indicated in **Annex I**, the penalties provided for failure to comply with partial execution shall be applied to the full period.

Under no circumstances shall the contracted party's default require an interpellation or prior intimation by Extenda.

The amount of delayed penalties may be effected by deduction of invoice payments. In any event, the definitive guarantee (if created) shall be liable for the effectiveness of those penalties. When they are paid at the expense of that definitive guarantee, the awarded person is obliged to replenish the same amount allocated to that purpose, otherwise incurring a cause for termination. The amount of penalties does not exclude compensation to which Extenda may be entitled for damages arising from the contracted party's delay.

When Extenda opts for the imposition of penalties, it shall grant the extension of the period that it deems necessary. However, the extension may never exceed the date on which Extenda requires the services of the contract in a peremptory manner.

The correct execution of the service will be verified by Extenda, performing the actions it deems appropriate for its verification.

Through the person responsible for the contract, Extenda shall determine whether the service performed by the contracted party conforms to the established requirements; requesting, where appropriate, the performance of the contracted services and the correction of the observed defects.

If, as a result of defects attributable to the contracted party, the work carried out does not correspond to the contracted service, Extenda may reject it by being exempt from the obligation to pay or by having the right, where appropriate, to the return of the paid price.

The contracted party shall have the right to hear and be heard about any comments made in connection with the performance of the contracted service.

If non-compliance persists with regard to the partial performance of the purpose of the contract, Extenda may opt either for its resolution or for calculation of the time dedicated to correct faulty or poorly executed work in order to gain a penalty for delays, according to the provisions of the previous section.

10. OWNERSHIP OF THE WORK PERFORMED

When the nature of the contract implies the obtention of any result or deliverable, it shall be the property of Extenda and of the Regulatory Council of the Designations of Origin "Jerez-Xérès-Sherry", "Manzanilla- Sanlúcar de Barrameda" and "Vinagre de Jerez" (CRDO), which at any time may require the delivery of all documents or materials that integrate it, with all their background, data or procedures.

Work that constitutes the object of intellectual property shall be expressly construed by the contracting company or, where appropriate, the contracting company shall ensure that it is transferred by third parties exclusively to Extenda and the CRDO, for the maximum time allowed. When pre-existing intellectual property rights are required for the purpose of the contract, the tenderer must provide with his tender the corresponding assignment of his title for performing the contract, taking into account the foregoing provision. However, in such case the assignment may not be exclusive.

The contracted party is obliged to provide Extenda in computer support all the data, calculations, processes and procedures used during the preparation of the work. However, the elements whose ownership has been reserved by the contracted company in the contractual documents shall be exempted from delivery. Nonetheless, in these cases Extenda shall be considered to be granted the necessary authorisations or licenses of use.

11.- MODIFICATION OF THE CONTRACT

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

According to paragraph 2 of the Fourth Additional Provision of Law 3/2012 of 21 September on Tax, Administrative, Labour and Public Finance Measures for the economic and financial rebalance of the Junta de Andalucía, the application of budgetary stability measures shall be

the cause of modification of this contract, agreed by the competent governmental or legislative authorities, which will result in the reduction of the funding provided for in the contractual document.

Scope and limits of the modification:

- The contract price shall be changed downwards by the same percentage as its financing is reduced, without prejudice to the percentage limit from which the resolution clause included in this specification shall operate. Consequently, the obligations of the contracted party shall be reduced or modified proportionately.
- Maximum percentage of the contract price that may be affected: 20 %

Furthermore, **Annex I** shall indicate where appropriate the possibility that other causes modify the contract, specifying if so in a clear, precise and unequivocal way the conditions under which the contract may be used, as well as the scope, limits and nature of such modifications, with express indication of the percentage of the price of the contract that they may affect at most, which may not exceed 20 per cent of the initial price.

The procedure for the modification of the contract shall be as follows:

1. Decision on the initiation of the contract modification file by the contracting authority.
2. Hearing of the tenderer for a period of 3 working days (except in cases where the request for modification is made by the tenderer itself)
3. Report by the Legal and Contracting Consultancy within 3 working days.
4. Reasoned decision by the contracting authority.
5. Notification to the contracted party and formalisation of the contractual modification.

12.- TERMINATION OF THE CONTRACT

Specific causes of termination of this contract shall be the following:

a) The death or incapacity of the individual contracted party or the termination of the contracted or contracting party's legal personality.

b) The declaration of insolvency in any proceeding.

c) Mutual agreement between the parties.

d) Delay at fulfilling the deadlines in the event that penalties for this concept reach 5 per 100 of the amount of the contract.

e) Delay at payment by Extenda for more than 6 months.

f) Failure to comply with the main obligation of the contract, as well as the breach of the essential conditions of the service during the performance of the contract.

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

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

i) Withdrawal once the execution of the service has begun, or suspension of the service for a period exceeding eight months.

j) Non-payment of wages by the contracted party to workers participating at the performance of the contract, or failure to comply with the conditions laid down at the collective agreements in force for these workers during the performance of the contract.

k) Implementation of the appropriate budgetary stability measures resulting in a decrease of the financing provided for in the contract by a percentage of more than 20%.

Each contracting party is obliged to documentarily warn the other party about any cause of resolution, breach or divergence, granting the requested party a period of ten days before terminating the contract or exercising the actions which it deems appropriate in the event that a solution to the question raised is not found.

13. DECISION NOT TO AWARD OR CONCLUDE THE CONTRACT AND WITHDRAWAL FROM THE AWARD PROCEDURE.

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

The decision not to award or conclude the contract, or to withdraw from the procedure, may be agreed by the contracting authority prior to the conclusion of the contract.
A decision not to award or conclude the contract may be taken only for reasons of public interest duly justified in the file. In this case, a new invitation to tender for the same subject can not be promoted as long as the reasons for taking the decision remain.

The withdrawal from the procedure must be based on a non-remediable infringement of the rules governing the preparation of the contract or of the rules governing the award procedure. The withdrawal shall not prevent the immediate initiation of a tendering procedure.

14. CONTESTATION

14.1. Contracts with an estimated value of less than 100,000 euros.

The actions taken in this award procedure are subject to administrative contestation in accordance with the provisions of Law 39/2015 of 1 October on the Common Administrative Procedure of Public Administrations, before the person in charge of the Office of the Presidency, Public Administration and Internal Affairs of the Junta de Andalucía.

The appeal may be filed before the entity which issued the contested act or before the entity competent to decide about it, within a maximum period of one month. If no appeal is filed in such period, the act shall be final for all purposes.

The maximum period for issuing and notifying the decision is three months. If no decision is issued in this period, the appeal may be deemed to have been dismissed.

This appeal is mandatory and must be brought prior to the initiation of proceedings in administrative litigation.

14.2 Contracts with an estimated value exceeding 100,000 euros.

The following acts relating to this invitation to tender shall be subject to a special appeal regarding procurement, prior to the submission of an administrative appeal before the Administrative Court for Contractual Appeals of the Junta de Andalucía:

- Tender notices, specificacions and contractual documents laying down the

conditions governing the procurement.

- Procedural acts adopted in the award procedure, provided that they decide directly or indirectly on the award, determine the impossibility to continue the procedure, or provoke defenceless or irreparable damage to legitimate rights or interests. In any event, the foregoing circumstances shall be deemed to exist in the acts of the bureau or the contracting entity agreeing on the admission or exclusion of candidates, tenderers or offers.

- The award agreements.

- Amendments based on non-compliance with Articles 204 and 205 of the LCSP, insofar as they should have been the subject of a new award.

The appeal is optional and free of charge for tenderers. Its filing is subject to the procedures and deadlines provided for in Articles 44 et seq. of the LCSP.

15. COMPETENT JURISDICTION

Disputed questions arising in matters relating to the preparation and award of this contract shall be within the jurisdiction of the contentious-administrative courts.

Disputes between the parties concerning the effects and termination of this contract shall be within the jurisdiction of the civil courts.

In any case, jurisdiction will correspond to the Courts and Tribunals of Seville, with the parties waiving any other jurisdictions that may be applicable.

ANNEX I

CHARACTERISTICS OF THE CONTRACT

EXTENDA – EMPRESA PÚBLICA ANDALUZA DE PROMOCIÓN EXTERIOR, S.A.		
FILE CODE: 2021-022		
CODING (CPV): 79340000 Advertising and marketing services		
OPEN PROCEDURE		
SUBJECT TO HARMONISED REGULATION:	☑ Yes	☐ NO
CONTRACT SUBJECT TO SPECIAL APPEAL IN THE FIELD OF PROCUREMENT	☑ Yes	☐ NO
PROCESSING OF THE FILE	ORDINARY	
BUDGET FINANCED BY EUROPEAN FUNDS	☑ Yes	☐ NO
TYPE OF FUND AND PER CENTAGE OF COFINANCING:	Funds from the European Union, within the framework of the ERDF Operational Programme for Andalusia 2014-2020, endowed with a EU contribution of 80%, or any other Programme entitled to co-finance this contract.	

PURPOSE OF THE CONTRACT*:* The purpose of this contract is the definition, design, development and execution of a generic promotion campaign for wines protected by the Designations of Origin "Jerez-Xérès-Sherry" in the United Kingdom, as set out in the Technical Specifications.		
PLACE OF EXECUTION: United Kingdom		
DIVISION INTO LOTS:	☐ Yes	☑ NO
The nature of this contract does not allow its division into lots. Due to:	☒ The independent performance of the various services covered by the object of the contract would make it difficult to perform the contract properly from a technical point of view. ☒ The nature of the provision of the purpose of the contract implies a need to coordinate the implementation of the various services covered by the contract, and that could be prevented by their division into lots and their execution by a plurality of contracted parties.	

ADMISSION OF VARIANTS (only when criteria other than price are taken into account).	☐ Yes	☑ NO
If yes, indicate: (the limiting requirements, the modalities and the characteristics of such modalities, and their necessary link to the purpose of the contract should be expressed)		

TENDER BUDGET
- Total amount *(excluding* VAT): 500,000 € - VAT amount: 105,000 € - Total amount (VAT *included*): 605,000 € - Itemised amount: ▪ Creativity 40,000€ ▪ Articles of editorial content: 80,000 € ▪ Landing page at the portal sherry.wine: 20,000 € ▪ Advertising on social networks: 80,000 € ▪ Campaign in e-commerces: 80,000 € ▪ Call to action or digital alternative: 150,000 € ▪ Other activities: 50,000 € ▪ **Total: 500,000 €** The calculation method for determining this estimated amount has been the history of campaigns to promote Sherry wines in other countries organised by the CRDO. The above disaggregated amounts are not binding and are indicative for tendering companies. The tender by the contracted company may be modified if the crisis situation caused by COVID 19 prevents the execution of any of the above items. The amount of the item concerned shall be allocated to another of the items defined in the specification. New proposals will never be allowed to alter the estimated value of the contract.
☐ Amount reserved to variable servicesAmount reserved to variable services

ESTIMATED VALUE OF THE CONTRACT		
The estimated value of the contract, calculated in accordance with the rules established in art. 101 LCSP, is 1,000,000 € (VAT NOT INCLUDED).		
DOES IT MATCH THE TENDER BUDGET?	☐ Yes	☑ NO
Specifically, the **calculation method** used, taking into account the usual prices on the market:	☐ Inclusion of costs arising from the application of existing labour regulations. ☐ Inclusion of other costs arising from the material performance of the services. ☒ Any extensions ☐ The possibility of modification.	

Overall indication of all selection criteria in the European Single Procurement Document (Section A, Part IV)	☑ Yes	☐ NO
Only if option NO is selected, all relevant sections (A, B, C and D) of Part IV of the ESUC shall be completed.		

GUARANTEES		
AMOUNT : 25.000 Euros.		
DEFINITIVE	☑ Yes	☐ NO
AMOUNT:	5% of the final price offered or of the tender budget (excluding VAT).	
FORM	☑ Endorsement or surety insurance	☑ Withholding
The guarantee shall preferably be lodged withholding it from the price. The sums necessary to provide the definitive guarantee shall be retained at the time of the first payment. Should this not be possible as the amount of this first payment is insufficient, the sums required to provide the definitive guarantee shall be taken from the successive payments until the guarantee has been completed.		

DEFINITIVE GUARANTEE PERIOD	The guarantee will be returned immediately upon completion of the work to Extenda's satisfaction.

EXECUTION TIME, EXTENSIONS AND PARTIAL DEADLINES		
INITIAL EXECUTION TIME	One year	
START DATE	☑ The date determined in the contract	☐ Fixed date
EXTENSIONS OF THE CONTRACT	☑ Yes	☐ NO
NUMBER OF POSSIBLE EXTENSIONS		1
MAXIMUM DURATION OF EACH EXTENSION		1 year
TOTAL DURATION OF THE CONTRACT (including possible extensions)		2 years
PARTIAL DEADLINES	☐ Yes	☑ NO
DATES/MILESTONES: As set out in the specification of technical requirements.		

PRICE DETERMINATION SYSTEM		
☑ Unit prices	☐ Lump sum	
PRICE REVISION	☐ Yes	☑ NO
REVISION FORMULA: NOT APPLICABLE		

BILLING AND PAYMENT METHOD:	
FREQUENCY OF BILLING	Monthly
PAYMENT PERIOD	Extenda will order the payment of invoices, in euros, by bank transfer within 30 days from the entry of the invoices in the Extenda Registry.

ONLY AWARD CRITERION RELATED TO COSTS	☐ Yes ☑ NO
EXPERT COMMITTEE OR SPECIALISED TECHNICAL BODY FOR EVALUATION OF TENDERS:	EXTENDA: • María Zumárraga Carmona, Market Development Technician in Europe • Alegría Ollero Esquivias, Market Development Technician in Europe CONSEJO REGULADOR • Carmen Aumesquet, Head of Promotion of the Regulatory Council. • Patricia de la Puerta, Secretary General of the Federation of Bodegas del Marco de Jerez (FEDEJEREZ)
OBLIGATION OF THE CONTRACTED PARTY TO PROVIDE ACCREDITATION OF THE OCCUPATIONAL HAZARD PREVENTION SYSTEM	☐ Yes ☑ NO

ECONOMIC, FINANCIAL, TECHNICAL AND PROFESSIONAL SOLVENCY	
PROVISION IN ENVELOPE 1 OF THE DOCUMENTATION REQUIRED AS ACCREDITATION OF SOLVENCY SET OUT IN ANNEX III	☐ Yes ☑ NO
☑ Supporting documentation (Annex III) ☐ No supporting documentation is required, by virtue of art. 11.5 of RD 1098/2001 (Public Sector Contracts Act) In the case of integration of solvency by external means, parts or works to be carried out directly by the bidding company itself or by a participant of the employers' union: -…… -……	

SUBCONTRACTING		
The following **tasks** are identified as **critical**, and therefore must be performed personally by the contracted party: • Design • Coordination of implementation • Preparation of reports		
Obligation to complete section D: Information concerning subcontracted parties on whose capacity the economic operator in Part II of the ESUC is not based:	☑ Yes	☐ NO
If yes, should the information required under Part II, Sections A and B, and Part III of the ESPC be provided by each of the subcontracted parties or by each of the professional profiles of subcontracted parties?: Yes.		
The contracted party must indicate in the tender the part of the contract that it intends to subcontract:	☑ Yes	☐ NO
The performance of the contract must be accompanied by special security measures in accordance with laws or regulations: If so, subcontracting will always require express authorisation by the contracting authority.	☐ Yes	☑ NO
In the event of infringement of the conditions laid down for subcontracting, as well as of lack of accreditation of the subcontracted party's suitability or of the circumstances determining the emergency situation or which make subcontracting urgent, the following consequences are established:		
Provision is made for direct payments to subcontracted parties:	☐ **Yes**	☑ **NO**
Verification by the contracting authority of strict compliance with payments that the contracted party is obliged to make to all subcontracted parties or suppliers participating in the contract:	☐ Yes	☑ NO

INSURANCE	
☐ Yes	☑ NO
Type of insurance to be established by the contracted company:	NOT PROCEEDING

PENALTIES
Penalties for delay in the partial or total execution during the period, other than those laid down in the first paragraph of Article 193.3 of the LCSP: NO **Penalties for defective performance:** NO **Penalties for partial default in the performance of the services defined in the contract, for reasons attributable to the contracted party:** NO **Penalties for failure to comply with the obligation to provide information about the conditions of subrogation in employment contracts:** NO **Penalties for non-compliance with environmental, social or labour obligations:** NO

SPECIAL CONDITIONS FOR THE PERFORMANCE OF THE CONTRACT
In accordance with Article 202 of the LCSP, the special conditions for the performance of this contract shall be established. - The non-sexist use of language in all documents issued will be guaranteed. - Persons shall not be exhibited as inferior or superior in human dignity according to their sex, or as mere sexual objects; sexist stereotypes will be avoided and sexual diversification, roles and gender identities will be enhanced. In order to prove the fulfillment of this special condition of execution, a report supporting these points shall be provided by the company at the request of Extenda. Are they attributed the nature of an essential contractual obligation to the purposes referred to in Article 211 (f) of the LCSP?: YES. If not, is it classified as a serious infringement for the purposes laid down in Article 71 (2) (c) of the LCSP?: NO Penalties for breach of the special conditions of performance of the contract: NO

POSSIBILITY OF AMENDMENTS TO THE CONTRACT: YES

CASES:

1. According to paragraph 2 of the Fourth Additional Provision of Law 3/2012 of 21 September on Tax, Administrative, Labour and Public Finance Measures for the economic and financial rebalance of the Junta de Andalucía, the application of budgetary stability measures shall be the cause of modification of this contract, agreed by the competent governmental or legislative authorities, which will result in the reduction of the funding provided for in the contractual document.

   Scope and limits of the modification:

   - The contract price shall be changed downwards by the same percentage as its financing is reduced, without prejudice to the percentage limit from which the resolution clause included in this specification shall operate. Consequently, the obligations of the contracted party shall be reduced or modified proportionately.
   - Maximum percentage of the contract price that may be affected: 20 %

CONDITIONS TO MAKE USE OF THE MODIFICATION:

1. Establishment of new budgetary stability measures applicable, which shall determine the scope and limit of the possible amendment as well as, where appropriate, entail a reduction in the amount of the contract.

2. The tender by the contracted company may be modified if the crisis situation caused by COVID 19 prevents the execution of any of the above items. The amount of the item concerned shall be allocated to another of the items defined in the specification. New proposals will never be allowed to alter the estimated value of the contract.

ANNEX II-A

ELECTRONIC ENVELOPE N. 1. BASIC INFORMATION ABOUT THE TENDERER

FILE:
TITLE:

DETAILS OF THE TENDERER:
Name/Corporate name: ID number:
Address: Phone:
Fax:

DETAILS OF THE REPRESENTATIVE PERSON:
Name and surname:
Contact phone:

DETAILS OF THE CONTACT PERSON:
Name and surname:
Contact phone:
Contact e-mail:

(Place, date and signature)

ANNEX II-B

INSTRUCTIONS FOR THE COMPLETION AND SUBMISSION OF THE ESPD (EUROPEAN SINGLE PROCUREMENT DOCUMENT)

1. Save to your computer the XML document entitled DEUC_EXTENDA that appears as documentation for this tender in the procurement profile.

2. Enter the website

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

3. Within the question "Who are you?", select the option "I am an economic operator".

4. Within the question "What do you want to do?", select the option "Import an ESPD".

5. Upload the DEUC_EXTENDA document from the file where you saved it.

6. Choose the country where your company has its registered office.

7. Press the "Next" button and fill out all the sections that the document asks you for.

8. Once you have completed all the sections, choose the "Overview" option.

9. Revise the document and press the "Download as" button.

10. Choose the PDF FORMAT option.

11. Once downloaded, print the document on all its pages, sign it with the company's seal and enter it in the electronic envelope number 1.

ANNEX III

SOLVENCY CRITERIA

Economic Solvency:

1. Selection criteria relating to the economic and financial solvency of the entrepreneur. Economic and financial solvency shall be credited by the means indicated below.

(a) Statement concerning the annual turnover of the bidder, which, referring to the year with the highest turnover of the last three concluded, must be at least €500,000.

- The annual turnover of the tendering company shall be credited by means of an affidavit declaring the overall turnover of the company in the last three finalised financial years.

Extenda may request the documentation that proves the veracity of the data provided in this statement.

Technical or professional solvency:

Technical or professional solvency relating to the tendering company

List of at least 2 wine promotion campaigns in the European Union carried out in the last 3 years, indicating their amount, dates and public or private recipient. Each campaign must have an amount equal to or greater than 50% of the contract tender amount (VAT not included).

When the recipient is a public sector entity, the services carried out shall be accredited by certificates issued or approved by the competent authority. When the recipient is a private buyer, the services carried out shall be accredited by means of a certificate issued by such recipient, or, in the absence of such certificate, by a declaration from the tendering person in accordance with Annex III Bis.

Technical or professional solvency relating to equipment

The team leader assigned to the project must have a minimum experience in promotional campaigns of equal to or more than two years.

It shall be accredited by the means set out below:

- Curriculum Vitae of the team leader assigned by the company for the implementation of the campaign.

3.- In order to prove the necessary solvency, the entrepreneur may rely on the solvency and resources of other entities, as set out in point 2.8 of this Specification.

In this case, the entrepreneur shall provide a 'disposition commitment document' issued by the management body of the company providing the said solvency proof, which also contains the express acceptance of the effects referred to in Article 1257 of the Civil Code by the company that 'lends' its solvency.

With regard to relevant professional qualifications and experience, companies may only rely on the skills of other entities if they are to provide services for which such skills are necessary.

If the said disposition commitment document is accepted by the contracting authority, Extenda may require compliance by the solvency-borrowing company with its commitments with the contracting company.

If the tenderer is successful, it will execute the contract with the same means that it has provided to prove its solvency. It may only replace them due to unforeseeable reasons, by other means proving equivalent solvency and with the approval of Extenda.

The contracting authority may require in **Annex I** that certain parts or work, subject to their particular nature, are carried out directly by the tenderer itself or, in the case of a tender submitted by an employers' union, by a participant therein.

ANNEX III Bis

3 LAST YEARS GLOBAL TURNOVER STATEMENT

(TO BE DELIVERED ONLY BY THE AWARDED BEST BID AT THE REQUEST OF THE CONTRACTING AUTHORITY)

Mr./Mrs. ... , with Tax Identification Number ... on behalf of the Company ... with CIF (VAT ...), in order to participate in the award of the procurement file with file number **2021-022** called out by Extenda-Empresa Pública Andaluza de Promoción Exterior, S.A., declares under its responsibility:

That the company it represents has obtained a turnover of €500,000 in one of the last three financial years concluded.

- Exercise 2018: ... €
- Exercise 2019: ... €
- Exercise 2020: ... €

Extenda may request documentation proving the veracity of the data provided in this declaration.

For the record and for the purposes appropriate, I sign this affidavit on the date indicated below.

In ... on ... of ... 2021
(Signature of the Proponent)

ANNEX III Bis

(TO BE DELIVERED ONLY BY THE AWARDED BEST BID AT THE REQUEST OF THE CONTRACTING AUTHORITY)

AFFIDAVIT OF REQUIRED SOLVENCY AND SECONDMENT OF MEDIA

Mr./Mrs. ... , with ID No ..., on its own behalf or on behalf of the Company ..., in order to participate in the award of the procurement file with file number **2021-022**, called out by EXTENDA - Empresa Pública Andaluza de Promoción Exterior S.A., declares under its responsibility:

- That the experience of the **company** ... in promotion and marketing campaigns in the last 3 financial years **concluded (January 2018 to December 2020)** includes the following projects carried out for the following companies (details according to solvency, as set out in Annex I).

	Year of execution	Client company in agri-food sector	Service description	Amount (EUR)
1.				
2.				
3.				
…				

- That the experience of the project manager, Mr./Mrs. ... in the development of promotion and marketing campaigns includes the following projects carried out for the following companies (details according to solvency, as set out in Annex I).

	Year of execution	Company, sector, country of origin of the company	Service description	Country of execution
1.				
2.				
3.				
…				

- That the CVs provided in the offer, with express mention of the language, are truthful and it undertakes to provide additional documentation if Extenda requires so.
- That the company's certificates, if provided, include the actual contact details of the signer so that Extenda, if it wants so, can contact it in order to contrast the information contained therein.

- That it undertakes to assign the human and material resources specified in the offer (as indicated in Annex III of Solvency).

For the record and for the purposes appropriate, I sign this affidavit on the date indicated below.

(Place, date and signature)

ELECTRONIC ENVELOPE 1

ANNEX IV

AFFIDAVIT OF FOREIGN COMPANIES

Mr./Mrs. ..., with ID No ..., on its own behalf or on behalf of the Company (1) ..., with CIF No ..., for the purpose of participating in the award of the procurement dossier called '***PROMOTION CAMPAIGN OF JEREZ WINE IN THE UNITED KINGDOM"***, File **2021-022,** called out by EXTENDA — Empresa Pública Andaluza de Promoción Exterior, S.A., declares under its responsibility:

That they will be submitted to the jurisdiction of the Spanish Courts and Tribunals of any order, for all incidents that directly or indirectly may arise from the contract; waiving, where appropriate, the foreign jurisdictions that may correspond to them.

For the record and for the purposes appropriate, I sign this affidavit on the date indicated below.

In ... on ... of ... 2021.

(Signature of the Proponent)

ELECTRONIC ENVELOPE 1

ANNEX V

LIST OF COMPANIES BELONGING TO THE SAME GROUP

Mr./Ms.

with residence in

province of

street n.

according to ID n.

on his/her behalf or on behalf of the company that they represent (1)

DECLARES

That the company that he/she represents: (indicate a or b)

(a) Does not belong to any group of companies.

(b) Belongs to the group of companies called: ....., made up of the following companies (indicate all the companies in the group)

In the latter case, it must be indicated:

Other companies of the group which are in any of the cases set out in Article 42.1 of the Commercial Code do not apply to tender.

Other companies of the group that are in one of the cases of Article 42.1 of the Commercial Code are open to tender (indicate names of other companies)

(Place, date and signature)

ANNEX VI

CONFIDENTIALITY STATEMENT
(NON-MANDATORY DECLARATION)

Mr./Ms. ... , with ID n. ... , on behalf of ... with Tax ID ...

DECLARES

That the documents and data listed below, presented in electronic envelope n. (XX), are considered confidential:

1.

2.

3.

4.

(Place, date and signature)

** Confidentiality cannot be declared in a generic manner on all documentation from the tenderer.*

In order for the documentation to be truly confidential, it must be documentation "(a) which has a competitive advantage for the company, (b) which is truly reserved information, i.e. unknown to third parties, (c) which represents a strategic value to the company and may affect its competition in the market."

Consequently, a declaration of confidentiality will not be accepted uncritically by the contracting authority, but rather the contracting authority has the competence to analyse the documentation specifically identified by the tenderer as confidential and, in the light of its justifications and arguments, to determine whether the requirements are in fact met so as to be able to grant it such character; thereby sacrificing the principle of transparency which should generally inspire public authorities in the procurement procedure.

ELECTRONIC ENVELOPE 1

ANNEX VII

DECLARATION OF COMMITMENT TO CONSTITUTION IN TEMPORARY UNION

Mr./Ms. _____, of legal age and with ID n. _____, on his/her behalf or on behalf of the company ..., with registered office in ... and Tax Number ..., as (1), under their personal responsibility.

Mr./Ms. _____, of legal age and with ID n. _____, on his/her behalf or on behalf of the company ..., with registered office in ..., and Tax Number ... as (1), under their personal responsibility.

They undertake to establish a temporary union of companies, according to the provisions of the Public Sector Contracts Act, in order to participate in the tender for the procurement of the file (indicate file).

In the event that they are successful, they undertake to formalise the aforementioned union in public deed. The participation of each member in the temporary union is as follows:

_____ XX%.

_____ XX%.

As representative of that union is hereby appointed _____ (2)

(Place, date, signature)

(SIGNATURE OF EACH MEMBER OF THE TBA).

ANNEX VIII

ELECTRONIC ENVELOPE N. 2. DOCUMENTATION RELATING TO AWARD CRITERIA VALUED BY A VALUE JUDGMENT

The technical proposal shall consist of a promotion campaign for 'Sherry Wines in the United Kingdom' focusing on the content related to point 2.3 of the technical specification 'Content of the proposal for the promotion campaign for sherry wines in the United Kingdom'.

To do this, it must be submitted:

1-. Creativity: Creative image plus the claim, i.e., creative development in accordance with the goals of the campaigns

2.- A programme of digital activities for each annuity (for the initial annual period, as well as for the annuity of the possible extension) that includes a detailed proposal for each of the activities of the digital campaign described in 2.1 of PPT.

The proposed activities should contain a detailed proposal for:

- Articles of writing content (content on demand).
- Development, management, updating and maintenance of an English microsite during the Campaign hosted on the sherry.wine portal website
- Paid online media advertising plan (social networks and campaigns on specialized e-commerce pages).

It should also include the details of each of the supports in which each of these activities will be carried out, as well as the justification of their selection and the frequency with which they will be carried out. The specific objective to be pursued for each activity and the way that the results are to be measured should be specified.

3.- Schedule of complementary actions or other activities for each annuity (for the initial annual period, as well as for the annuity of the possible extension) containing:

- Information about points of sale (on-trade and off trade).
- Proposals of collaboration with bartenders
- Other activities
- Proposal of alternative actions in digital format in case that the pandemic does not allow face-to-face actions.

4.- Schedule of each proposed activity for the initial 12 months* of the contract.

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

Otherwise, the following documents will also be included in Envelope 2, although the following documents are not subject to evaluation:

- **Model budget broken down according to the model in Annex VIII BIS** (for the initial annual period, as well as for the annuity of the possible extension), which will be accompanied, where appropriate, by the documentary justification of fitting in any of the legally provided exemptions for VAT.

  The total indicated tender budget of €500,000 is closed, i.e. the sum of the amounts broken down in Annex VIII Bis must result in the total amount of €500,000.

- Brief description of the company, indicating year of creation, address and contact person.
- Description of the human team assigned to the project and of the functions of each person.

Note: In no case shall the tenderer include in the documentation of envelope 2 any reference or documentation to be included in envelope 3; incurring a cause of exclusion if so.

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ENVELOPE 2 ANNEX VIII Bis - MODEL BUDGET BREAKDOWN

(*) Each item may be itemised into as many subheadings as required by the proposal.

(**) **The total budget should amount to EUR 500,000**

	Identification of items (*):	UDS	Duration/Dates	Budget in EUR (EXCLUDING EU VAT)
1	**Item 1: Creativity**			**XXXXX € (amount in EUR)**
2	**Item 2: Articles of editorial content (content on demand)**			**XXXXX € (amount in EUR)**
Item 3:	**Microsite on the sherry.wine portal website**			**XXXXX € (amount in EUR)**
Item 4:	**Paid online media advertising plan (social networks)**			**XXXXX € (amount in EUR)**
Item 5:	**Paid online media advertising plan (Campaign in e-commerce)**			**XXXXX € (amount in EUR)**
6	**Item 6: Call to action**			**XXXXX € (amount in EUR)**
7	**Item 7: Complemantery actions or other activities**			**XXXXX € (Amount in EUR)**
	TOTAL = (SUM 1+2+3+4+5+6+7)			**500,000 EUR**

The budget for the Creativity Item will only be considered during the first year and during the extension in case that a creativity development is requested. In the event of the extension and if it is not necessary any creativity development, this budget will be allocated to the Paid Advertising Plan in online media (social networks and campaigns on specialized e-commerce pages).

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ANNEX IX

ENVELOPE N. 3. DOCUMENTATION RELATING TO AWARD CRITERIA VALUED THROUGH THE APPLICATION OF FORMULAS

Envelope 3 shall contain the tender relating to the award criteria measured by the application of formulas, according to the model of **Annex X**.

Proposals that have omissions, errors or corrections that prevent clear knowledge of what Extenda deems fundamental to the offer will not be accepted. Offers that do not meet these requirements will be rejected.

The inclusion of any documentation or information relating to envelope 3 in a separate envelope may result in the exclusion of the offer.

ANNEX X
ELECTRONIC ENVELOPE N. 3. MODEL IMPACT BOX FOR CRITERIA BY APPLICATION OF FORMULA

Envelope 3 shall contain the following documentation relating to other elements valued by applying formulas in order to make use of the award criteria specified in Annex X Bis:

1.- A table with the number of prints planned for the digital activity (P. 2.5.B of PPT) broken down by media and activity within the media, for the 12 months* of campaign, and the 12 months* of the possible extension (according to Annex X Bis).

* The 12 months do not correspond to a calendar year, but will be counted from the date of formalisation of the contract.
Proposals that have omissions, errors or corrections that prevent clear knowledge of what Extenda deems fundamental to the offer will not be accepted. Offers that do not meet these requirements will be rejected.

Any document or information relating to envelope 3 included in any of the remaining envelopes shall determine the exclusion of the offer submitted.

Proposals must be drafted in Spanish or English, in accordance with the following model:

ENVELOPE 3

ANNEX X Bis

MODEL IMPACT CHART FOR CRITERIA BY APPLYING FORMULAS

MEDIA	**Total units**
Digital activity: (breakdown by activity)	**IMPRESSIONS**
- Support 1: Name	**……**
- Support 2: Name	**……**
- **…….**	
- **……..**	
TOTAL DIGITAL ACTIVITY OF THE FIRST YEAR	**……..**

MEDIA	**Total units**
Digital activity: (breakdown by activity)	**IMPRESSIONS**
- Support 1: Name	**……**
- Support 2: Name	**……**
- **……..**	
- **……..**	
TOTAL DIGITAL ACTIVITY ON EXTENSION	**……..**

Note: The number of impressions shall be expressed in units that are homogeneous to each other and

in number of people (number of impressions) without decimal places.

Note: These data must be accompanied by the official source that they were obtained from.

Note: The data of the media that are in line with the target audience profile shall be taken into account.

Note: In case of extension, the number of impressions and impacts for its year of duration must be at least the same as the number offered for year 1, and may be greater if applicable.

Place, date and signature of the proponent

ANNEX XI

AWARD CRITERIA AND VALUATION SCALES

Ponderable award criteria basing on a value judgment. (Total weighting: 70 points).

1. Adequacy of creativity to the objectives pursued by the campaign: (0 to 18 points)

1.1 Presenting the target products of the campaign as Quality Wine, from Jerez, Spain: (0 to 6 points)

1.2 Presenting Sherry Wines as versatile wines: (0 to 6 points)

1.3 Developing a contemporary and renewed image of Jerez wines aimed at the consumer: (0 to 6 points)

2. Programme of digital activities: (0 to 24 points)

2.1 Adequacy of the proposals of articles of editorial content (content on demand): (0 to 8 points)

2.2 Adequacy of the proposals for the development, management, updating and maintenance of an English microsite during the Campaign hosted on the sherry.wine portal: (0 to 8 points)

2.3 Adequacy of the Paid online media advertising plan (social networks and campaigns on specialized e-commerce pages): (0 to 8 points).

3. Schedule of complementary actions or other activities (0 to 18 points)

3.1 Adequacy of the information about points of sale (on-trade and off-trade): (0 to 8 points)

3.2 Proposals of collaboration with bartenders: (0 to 4 points).

3.3 Other activities (0 to 6 points)

- Justification and complementarity with the rest of the proposal (0 to 2 points)
- Adequacy to the target audience (0 to 2 points)
- Newness of the proposal(s) (0 to 2 points)

4. Proposal of alternative actions in digital format in case that the pandemic does not allow face-to-face actions: (0 to 4 points)

5. Shedule of activities (0 to 6 points)

Total Weighting: 70 points

Awarding criteria valued by applying formulas. (Total weighting: 30 points).

The following formula will be applied to obtain the score: - For the digital activity proposal (P. 2.5.B of PPT) that considers impressions, the formula for calculating the weighting will be: 30* total expected impressions in the digital activity plan of the first year/total expected maximum impressions offered The justification for the chosen formula is as follows: - It is a simple formula. - It allows the highest score to be obtained by the offer with the highest number of impacts. - It allows all other offers to have the appropriate score according to a proportionality criterion. **Total Weighting: 30 points**

Note 1: Scores will be calculated with an approximation of 2 decimal places.

Note 2: Data for assessing criteria measured by application of formulas shall be transmitted in the format provided for by **Annex IX BIS**, or similar, to facilitate evaluation at the opening of ENVELOPE 3.

ANNEX XII

CRITERIA FOR IDENTIFYING AN OFFER AFFECTED BY A PRESUMPTION OF ABNORMALITY

Proposals shall be deemed to be disproportionate or abnormal and therefore cannot be fulfilled, taking into account the following:

- Since no economic offer is evaluable through formulas, there is a proposal for an impact chart (Impressions in digital). So, in order to determine if one or more proposals are disproportionate, it will be taken into account:

- When two tenderers are present, the tender which is more than 200 percentage units higher than the other shall prevail.

- When three or more tenderers are present, those which are more than 100 percentage units higher than the arithmetic average of the tenders submitted shall prevail. However, if there are tenders which are less than that average by more than 100 percentage units, a new average shall be calculated only with tenders which are not in the case indicated.

ANNEX XIII

DOCUMENTS PRIOR TO THE AWARD, ACCREDITATIVE OF THE PERSONALITY, CAPACITY, REPRESENTATION, SOLVENCY AND OTHER ASPECTS, TO BE SUBMITTED BY THE AWARDED COMPANY AFTER REQUEST BY EXTENDA:

The documentation required by Extenda among the following must be submitted:

Personality and ability

a) For Spanish companies:

- The ability to act of entrepreneurs who are legal persons shall be accredited by the public deed, the act of incorporation, the statutes or the founding act, which contain the rules governing their activity; duly registered, where appropriate, at the relevant Public Register, depending on the type of legal person concerned.
- Individual tenderers shall submit a certified copy, notarily or administratively, of the National Identity Card or, where appropriate, any equivalent document.
- When a certain business qualification is required for the performance of the activity or service constituting the purpose of the contract, a certified copy of the certificate attesting the conditions of professional fitness shall be accompanied.

b) For non-Spanish companies:

- As regards non-Spanish companies of Member States of the European Union or of the States signatory to the Agreement on the European Economic Area, their capacity shall be credited by their registration in accordance with the law of the State in which they are established, or by the submission of an affidavit or a certificate, in accordance with the provisions of Annex I to the General Regulation of the Law on Public Administration Contracts.
- As provided for in Article 68 of the LCSP, other foreign companies shall justify by report that the State of origin of the foreign company admits in turn the participation of Spanish companies at procurement with the Administration and public sector companies, bodies or entities similar to the listed in Article 3 of the LCSP, which is substantially analogous. Accreditation of their capacity to act shall be implemented through a report by the Permanent Diplomatic Mission of Spain in the relevant State or the Spanish Economic and Commercial Office Abroad within whose territorial scope the company's domicile is located.

c) Certification of not incurring an incompatibility to contract

Natural persons -by means of a responsible declaration- or administrators of legal persons -by means of the appropriate certification issued by their competent management or representation body- shall specify in that declaration or certification that no person referred

to by Law 3/2005 of 8 April on Incompatibilities of Senior Officials of the Administration of the Junta de Andalucía and on Declaration of Activities, Assets, Interests and Remuneration of Senior Officials and Other Public Officials, and by Decree 176/2005 of 26 July implementing the aforementioned Law, is part of the governing or administrative bodies of the company, nor holds a participation exceeding 10 per cent, calculated in the way established by article 5 of the aforementioned Law.

The formulation of this responsible declaration or certification shall be accredited in accordance with the model set out in **Annex XIV** below. In the case of legal persons, it must be signed by the competent management or representation body of the company, sole administrator, joint administrators, administrator pools, or by the Registrar with the approval of the Presidency in the case of the Governing Council.

Representation

- Persons appearing or signing proposals on behalf of another person shall have power of representation.
- Likewise, the person with power of representation must include a copy of their National Identity Card or, where appropriate, an equivalent document.

Solvency

- The documentation required as accreditation of solvency set out in **Annex III** shall be submitted**.**

Workers with disabilities

Tenderers with a number of 50 or more working persons in their workforce are obliged to have at least two per cent of workers with disabilities or to adopt the alternative measures provided for in Royal Decree 364/2005 of 8 April, which regulates exceptional alternative compliance with the reserve quota in favour of disabled workers. To that end, they shall in any event provide a certificate from the company containing both the overall number of employed persons and the particular number of workers with disabilities therein. Should the alternative measures legally established have been chosen, they must provide a copy of the declaration of exceptionality and a declaration containing the specific measures applied. They may also indicate in the aforementioned certificate the percentage of permanent workers with disabilities that they have at staff, for the cases of tie in the clause on the classification of tenders.

Tenderers who have fewer than 50 workers in their workforce must in any case provide a certificate stating their number of employees.

Such certifications shall be accredited in accordance with the model set out in **Annex XV.**

Promotion of equality between women and men

In accordance with article 45 of Law 3/2007 of 22 March for the effective equality of women and men, tenderers must prove the elaboration and effective implementation of the Equality Plan provided for therein:

1. Bidders that have between one hundred and one hundred and fifty workers.
2. When it is established in the Collective Agreement that is applicable, in the terms provided therein.
3. When the labour authority has agreed in a sanctioning procedure to replace the ancillary sanctions by the drafting and implementation of that plan, in accordance with the terms laid down in the said agreement.

To this end, tenderers shall prove the elaboration, implementation and effective validity of the said Plan by any of the following means:

- A copy, authentic or authenticated under current legislation, of the original text of the Equality Plan signed by the members of the negotiating committee.

- A copy, authentic or authenticated in accordance with current legislation, of the Act of the negotiating committee approving the Equality Plan, expressing the parties that sign it.

- A statement by the representative of the company indicating the reference for the publication of the Equality Plan, or the Agreement in which it is inserted, in the relevant official gazette.

- A valid official "Equality in the Company" badge. One of the general requirements of candidate entities to obtain the "Equality in the Company" badge is, as provided for in Article 4.2. f) of Royal Decree 1615/2009 of 26 October 2009, "To have implemented an equality plan, in cases where the company is obliged to implement it by legal or conventional imperative. In all other cases, to have introduced an equality plan or equality policies".

Without prejudice to the foregoing, in the event that the actual validity or implementation of an Equality Plan is questionable to the Valuation Board (for example, the period of validity is not recorded or it has already elapsed without being known whether or not it has been extended), the tenderer may also be requested to submit a declaration stating that the Equality Plan signed by the company's representation and workers is effectively implemented.

The Plan shall set out the specific equality objectives to be achieved, the strategies and practices to be adopted for their achievement, as well as the establishment of effective systems for monitoring and evaluating the objectives set.

A Declaration in accordance with **Annex XVI** shall also be provided**.**

Responsible Declaration for the protection of minors

If the performance of the contract involves regular contact with minors by the staff of the contracted person attached to it, the latter shall specify by means of a responsible declaration that all personnel in charge of carrying out the activities of the contract comply with the requirement laid down in Article

13.5 of Law 1/1996 of 15 January on the Legal Protection of Minors, partially amending the Civil Code and the Civil Procedure Act in accordance with **Annex XVII.**

Definitive Guarantee

Where provided for in Annex I, the contracting authority shall require the submission of a definitive guarantee to the tenderer who is the awardee of this contract. Such guarantee shall be 5% of the award amount on a taxable basis, formalised by one of the following means:

- A cash deposit in the bank account indicated to the awarded company.
- A surety insurance or a solidary bank guarantee at first request and with waiver to the benefits of excusion, division and order, constituted prior to the award of the contract (see model guarantee in **Annex XVIII**).
- A withholding in price of an amount of 5% of invoices until the full amount of the guarantee is completed.

When the contract price is formulated on the basis of unit prices, the amount of the guarantee to be created shall be fixed on the basis of the basic tender budget, excluding VAT.

According to Article 116.6 of the Andalusian Cooperative Societies Act, such cooperatives will only have to provide twenty-five per cent of the guarantees that they must create.

In the case of Temporary Unions of companies, the definitive guarantee may be created by one or more of the companies participating in the union, provided that the amount shown in the Summary Table is achieved as a whole and covers all members of the temporary union jointly.

When, as a result of a modification of the contract, the price of the contract changes, the guarantee created shall be readjusted to ensure that it is in due proportion to the price of the contract resulting from its modification.

The final guarantee shall respond for the following concepts:

- Obligation to formalise the contract on schedule.
- Penalties imposed on the contracted party for deficiencies in the performance of the contract.
- Correct performance of the services provided for in the contract including the improvements offered by the contracted party that have been accepted by the contracting authority, the costs provoked to Extenda for the delay of the contracted party in the performance of its

obligations, and the damages incurred thereto in connection with the contracted party's performance of the contract or breach of the contract, when the termination of the contract is not applicable.

- Seizure that may be ordered in cases of termination of the contract, according to the provisions of the contract or with the general regulations applicable thereto.

- Absence of defects in the services provided during the warranty period established in the contract.

When the award is made in favour of an entrepreneur whose proposal includes abnormal or disproportionate values, the contracting authority may require an additional guarantee of 5% of the award amount.

The guarantee will be returned immediately upon completion of the work to Extenda's satisfaction.

ANNEX XIV

CERTIFICATION OF NOT BEING INCURRED IN INCOMPATIBILITY TO CONTRACT

Natural person

Mr./Ms.
with residence in
province of
street n.
according to ID n.

DECLARES

That he/she has not incurred any of the cases of Law 3/2005 of 8 April on the Incompatibilities of Senior Officials of the Administration of the Junta de Andalucía and on Declaration of Activities, Assets, Interests and Remuneration of Senior Officials and Other Public Officials, and of Decree 176/2005 of 26 July implementing the aforementioned Law, and does not have a share of more than 10 per cent calculated in the way established by article 5 of the aforementioned Law.

Legal person

Mr./Ms.

with residence in

province of

street n.

according to ID n.

on behalf of _____ with Tax Number _____ and as _____ (1).

CERTIFIES

That he/she is not part of the governing or administration bodies of the company/society/entity, nor a person referred to in Law 3/2005 of 8 April on Incompatibilities of Senior Officials of the Administration of the Junta de Andalucía and on Declaration of Activities, Assets, Interests and Remuneration of Senior Officials and other Public Officials, nor holds a participation of more than 10 per cent as defined in article 5 of the aforementioned Law.

AUTHORISED SIGNATURE (1)

(Place, date and signature)

(1) This certificate could be issued by the proxy who submits the offer.

ANNEX XV

CERTIFICATION OF WORKERS WITH DISABILITIES

Mr./Ms.
with residence in
province of
street n.
according to ID n.
on his/her own behalf or on behalf of the company that he/she represents (1),

CERTIFIES: (*indicate a, b or c)*

That the company he/she represents:

- ☐ (a) Has a number of 50 or more working persons in its workforce, with an overall number of employees of ..., a particular number of workers with disabilities of ... and a percentage of stationary workers with disabilities of ... (2); therefore (indicate where appropriate):

  - ☐ It has at least two per cent of workers with disabilities.
  - ☐ It has decided to comply with the alternative measures legally established; therefore, it submitted a copy of the declaration of exceptionality and a declaration containing the specific measures applied.

- ☐ (b) It has fewer than 50 working people in its workforce, with a global number of employees of ..., a particular number of workers with disabilities of ..., and a percentage of permanent workers with disabilities of ... (3)

- ☐ (c) There are no staff workers.

(Place, date and signature)

(1) Indicate company name and Tax Number.
(2 In companies with 50 or more workers in their workforce, the indication of the number of permanent workers with disabilities is optional but will be taken into account in the event of a tie.
(3) In companies with fewer than 50 workers in their workforce, the indication of the overall number of staff persons is compulsory, and the indication of the particular number of workers with disabilities and of the percentage of permanent workers with disabilities is optional but will be taken into account in the event of a tie.

ANNEX XVI

DECLARATION ON THE PROMOTION OF EQUALITY

Mr./Ms.

with residence in

province of

street n.

according to ID n.

on his/her own behalf or on behalf of the company he/she represents with Tax Number ..., declares under his/her personal responsibility:

According to the provisions of Article 45 of Law 8/2017 of 28 December on Guarantee of rights, equal treatment and non-discrimination of LGBTI persons and their families in Andalusia, and according to Law 12/2007 of 26 November for the Promotion of gender equality in Andalusia (BOJA of 31 December), and their subsequent modifications, which develop measures aimed at achieving equal opportunities, such as (marking the measures that the company has taken):

- ❑ Badge of Excellence at Business Equality.
- ❑ Agreement appointed to the Equality-Plan Programme for Companies (IGUALEM).
- ❑ Measures to reconcile personal, family and work life.
- ❑ Development and implementation of an equality plan in the company.
- ❑ Balanced representation of women and men in professional groups and categories.
- ❑ Measures regarding access to employment and vocational promotion at levels where women are underrepresented.
- ❑ Guarantee of equal remuneration for similar work.
- ❑ Measures to prevent and punish gender-based violence and sexual harassment.
- ❑ Social responsibility actions in the area of equal opportunities.

The company undertakes to provide the data that the Administration deems necessary to prove the veracity of this declaration.

(Place, date and signature)

ANNEX XVII

RESPONSIBLE DECLARATION FOR THE PROTECTION OF MINORS
(only by companies whose corporate purpose or professional activity under this tender involves regular contact with minors by their staff and collaborators)

Mr./Ms.

with residence in

province of

street n.

according to ID n.

on his/her own behalf or on behalf of the company that he/she represents (1) declares under his/her personal responsibility:

1.- That, in accordance with the corporate purpose or professional activity, the work carried out by this entity/company/person under this tender involves regular contact with minors by staff and collaborators.

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 have regular contact with minors at work are required a negative certification from the Central Register of Sex Offenders and must comply with the requirement of article 13.5 of Law 1/1996 of 15 January on Legal Protection of Minors.

3.- That all documentation proving compliance with this requirement of Article 13.5 of Law 1/1996 of 15 January on Legal Protection of Minors shall be available to the contracting entity when required.

4.- That this documentation includes the commitment of these persons to communicate any changes that may take place after the first negative certification.

5.- That he/she acquires the commitment to communicate the fulfillment of this requirement with respect to any person who is registered in the staff of the entity or company.

(Place, date and signature)

ANNEX XVIII
GUARANTEE MODEL

The entity _____, (*corporate name of the credit institution or mutual guarantee company*), with Tax ID _____, and address for notifications and requirements in _____, *(street, square, avenue, postal code number and town*) and on their name, _____, *(name and surnames of the proxy persons),* with sufficient powers in order to compel him/her by this act, as follows from the powers described at the bottom of this document,

To *(name and surname or corporate name of the guaranteed person),* Tax Number *(of the guaranteed person),* pursuant to Article 107 et seq. of Law 9/2017 of November 8, on Public Sector Contracts, to respond to all obligations arising from the execution of the Service Agreement of '***PROMOTION CAMPAIGN OF JEREZ WINE IN THE UNITED KINGDOM"***, File **2021-022,** contracted by the entity Extenda-Empresa Pública Andaluza de Promoción Exterior, S.A., for the amount of _____ EUROS (in letter and in figure).

The guarantor company declares under its responsibility that it meets the requirements set out in article 56.2 of the General Regulation of the Law on Public Administration Contracts. This guarantee is granted jointly with respect to the principal, expressly waiving the benefit of excusion and with commitment to payment at the first request of the entity Extenda-Empresa Pública Andaluza de Promoción Exterior, S.A., subject to the terms provided for in the Public Sector Contracts legislation and its implementing rules.

This guarantee will be in force until the entity Extenda-Empresa Pública Andaluza de Promoción Exterior, S.A. or whoever on its behalf is legally authorised to do so allows its cancellation or return in accordance with the provisions of the Public Sector Contracts legislation and its supplementary rules.

In _____, on _____

___ (corporate name of the guarantor entity) _____

Signed by: (name and surname of the signatory proxy)

extenda
ANDALUCÍA EXPORTACIÓN E INVERSIÓN EXTRANJERA

SHERRYWINES
VINOS DE JEREZ

ANNEX XIX

INFORMATION ABOUT PREVENTION OF OCCUPATIONAL RISKS

GENERAL DATA OF THE SERVICE PROVIDER COMPANY				
NAME / SOCIAL REASON		TAX ID N.	RISK PREVENTION	
REGISTERED OFFICE		LOCALITY	POSITION	
PROVINCE:	POSTAL CODE	NUMBER OF WORKERS	TELEPHONE:	FAX:
ECONOMIC ACTIVITY		C.N.A.E. code	E-MAIL	

PREVENTIVE ORGANISATION				
The company has the following preventive structure:			Yes	No
	Own Prevention Service			
	External Prevention Service			
	Other:	Personal assumption by the businessperson		
		Designated worker		

SPECIALTIES		SECURITY OF THE WORK	HYGIENE INDUSTRIAL	ERGONOMICS	VIGILANCE OF HEALTH
	Assumed by the company				
	Arranged with external service: **(1)**				
(1) Indicate the name of the contracted entity for each specialty					
Name of the Mutual Insurance Company:					

PREVENTION MANAGEMENT	Yes	No
1. The company has a Risk Assessment Plan.		
2. The company has a Prevention Plan based on risk assessment.		
3. The company has an annual planning of preventive activity.		
4. Special hazards have been identified (work at height, electrical risks, confined spaces, etc.)		
5. The company has a system of preventive coordination with its contracted companies.		
6. Workers who are engaged in contract activities are guaranteed:		
6.1 The arrangement and training for the use of protective and working equipment with CE marking.		
6.2 Monitoring of their health according to the risks inherent in the work.		
6.3 Theoretical and practical training in occupational risk prevention.		
6.4 Preventive information on risks and protection measures.		
6.5 Collective and individual protection measures.		
6.6 Emergency measures at the place of execution of work.		
6.7 Measures in the face of serious and imminent risks at the place of execution of work.		
7. The company guarantees the protection of particularly sensitive workers, maternity and minors.		
8. All occupational accidents are investigated.		
9. The company has carried out the legal audit of occupational risk prevention.		

PARTICIPATION BODIES		Yes	No
1. The company has constituted the Safety and Health Committee.			
2. It has Prevention Delegates:	Indicate number:		

Junta de Andalucía
Consejería de la Presidencia
Administración Pública e Interior

UNIÓN EUROPEA
Fondo Europeo de Desarrollo Regional

CONTACT PERSON IN MATTERS OF PREVENTION

(*) The undersigned is responsible for the veracity of every data filled in this form.

Filled-in by:	Position:	Signature	Date: