



## **DOCUMENT OF ADMINISTRATIVE CLAUSES FOR THE CONTRACTING OF SERVICES OF TOURIST OPERATORS FOR THE DEVELOPMENT OF MARKETING ACTIONS REGARDING THE TOURIST PRODUCTS OF THE MURCIA REGION.**

### **1. BACKGROUND, PURPOSE, LEGAL SYSTEM AND ADVERTISING, ELECTRONIC RELATIONS WITH THE INSTITUTO DE TURISMO DE LA REGIÓN DE MURCIA.**

#### **1.1.- BACKGROUND.**

The *Instituto de Turismo de la Región de Murcia* –Tourism Institute of the Murcia Region– (ITREM from now on) is a public organisation with the legal nature of a public sector company which is attached to the Tourism and Culture Regional Ministry of the Autonomous Region of Murcia, according to the provisions of article 11 of the Presidential Decree no. 2/2018 of 20 April 2018 with respect to the reorganisation of the Regional Administration (BORM no. 91 of 21 April 2018); it was constituted by chapter IV of book III of the Law 14/2012 of 27 December 2012 regarding taxation measures, administrative measures and measures for the realignment of the regional public sector of the Regional Assembly of Murcia; its general aims are arrangement, planning, scheduling, management and coordination of powers of the Murcia Region, as regards tourism, within the frame of the regional government policy.

The actions carried out by the *Instituto de Turismo de la Región de Murcia* include commercialisation actions with tourist operators at a national and international level for existing tourist products, in order to situate the *Costa Cálida Región de Murcia* destination in the minds of the target audience and travel agents, as well as influence mainly purchasing decisions outside the high season.

The Tourism Strategic Plan 2015-2019 for the Murcia Region establishes as the main challenges the improvement of tourists' perceptions of the 'brand image' for the *Costa Cálida Región de Murcia* destination as a holiday destination, regarding the summer season as well as the rest of the year, covering periods which might seasonally adjust the demand. For this purpose, it is considered to be necessary to carry out different marketing actions within the national and international markets, optimising the different actions and increasing their productivity with respect to those carried out in previous years, considering to be appropriate to tender in batches the global strategic planning providing for all commercialisation stages of our products up to their sale to final customers. Planning and implementation of the offer must have a time frame of a 12-month period.

Regarding the provisions of article 99.3 of the LCSP, each part of the contract is expected to be carried out independently by means of a division in batches, according to the existing variety and specialisation of operators in the tourist sector with respect to their types of commercialisation: by market (different countries), by product (packages or individual products), sales channel (offline or online) and/or customer (final public or intermediaries); the characteristics required by the ITREM are clearly defined and perfectly allow fragmentation of the subject-matter of the contract, and their separate implementation is considered to be more efficient.

#### **1.2.- PURPOSE.**



The purpose of this document is to establish the administrative provisions which will govern the open procedure for the procurement in batches of different services offered by tourist operators for the development of marketing actions on tourist products of the Murcia Region, divided into the following batches:

**BATCH 1: RENDERING OF SERVICES BY OPERATORS WITH EXCLUSIVE ONLINE SALE, ADDRESSED AT FINAL NATIONAL CUSTOMERS, SPECIALISED IN THE SUN AND BEACH PRODUCT.**

**BATCH 2: RENDERING OF SERVICES BY OPERATORS WITH EXCLUSIVE ONLINE SALE, ADDRESSED AT FINAL NATIONAL CUSTOMERS, WITH CAMPAIGNS AIMED AT SEASONALLY ADJUSTING THE DESTINATION.**

**BATCH 3: RENDERING OF SERVICES BY OPERATORS WITH EXCLUSIVE ONLINE SALE SPECIALISING IN INTERNATIONAL CUSTOMERS.**

**BATCH 4: RENDERING OF SERVICES BY OPERATORS WITH EXCLUSIVE ONLINE SALE SPECIALISING IN INTERNATIONAL CUSTOMERS, WITH CAMPAIGNS AIMED AT SEASONALLY ADJUSTING THE DESTINATION.**

**BATCH 5: RENDERING OF COMMERCIALISATION SERVICES FOR THE TOURIST PRODUCTS OF THE MURCIA REGION BY OPERATORS WITH DIRECT SALE TO FINAL PUBLIC THROUGH PHYSICAL AGENCIES, AIMED AT SEASONAL ADJUSTMENT.**

**BATCH 6: RENDERING OF COMMERCIALISATION SERVICES FOR THE TOURIST PRODUCTS OF THE MURCIA REGION BY OPERATORS WITH DIRECT SALE TO FINAL PUBLIC THROUGH PHYSICAL AGENCIES, SPECIALISED IN THE SUN AND BEACH PRODUCT AND/OR THE CULTURAL PRODUCT.**

**BATCH 7: RENDERING OF SERVICES OF MARKETING ACTIONS FOR THE PRODUCTS OF THE MURCIA REGION BY OPERATORS WITH DIRECT SALE TO FINAL PUBLIC THROUGH PHYSICAL AGENCIES.**

**BATCH 8: RENDERING OF SERVICES BY OPERATORS WITH A PRESENCE AT THE BRITISH MARKET WHICH COMMERCIALISE TOURIST PACKAGES (FLIGHT + HOTEL) TO THE MURCIA REGION DESTINATION.**

**BATCH 9: RENDERING OF SERVICES BY OPERATORS WITH A PRESENCE AT ONE OF THE FOLLOWING MARKETS: GERMAN, AUSTRIAN OR SWISS, WHICH COMMERCIALISE TOURIST PACKAGES (FLIGHT + HOTEL) TO THE MURCIA REGION DESTINATION.**

**BATCH 10: RENDERING OF SERVICES BY OPERATORS WITH A PRESENCE AT THE SCANDINAVIAN MARKET WHICH COMMERCIALISE TOURIST PACKAGES (FLIGHT + HOTEL) TO THE MURCIA REGION DESTINATION.**



**BATCH 11: RENDERING OF SERVICES BY OPERATORS WITH A PRESENCE AT ONE OF THE FOLLOWING MARKETS: FRENCH OR BENELUX, WHICH COMMERCIALISE TOURIST PACKAGES (FLIGHT + HOTEL) TO THE MURCIA REGION DESTINATION.**

**BATCH 12: RENDERING OF SERVICES BY OPERATORS WITH A PRESENCE AT THE REST OF THE EUROPEAN MARKETS WHICH COMMERCIALISE TOURIST PACKAGES (FLIGHT + HOTEL) TO THE MURCIA REGION DESTINATION.**

### **1.3.- LEGAL SYSTEM AND ADVERTISING.**

This contract is governed by the document of particular administrative clauses, the document of technical specifications, the Law 9/2017 of 8 November 2017 of Public Sector Contracts and by the General Regulation of the Law of contracts for the public administration –adopted by Royal Decree No. 1098/2001 of 12 October 2001–, as long as it is not repealed by the aforementioned law.

According to the provisions of article 122.4 of the LCSP, contracts will be adjusted to the contents of this document of particular administrative clauses, the provisions of which are regarded as an integral part of those.

The ITREM develops this procurement with its condition of contracting authority within its nature of public administration, according to the provisions of articles 3.2 and 3.3 d) of the LCSP.

This PROCUREMENT IS SUBJECT TO HARMONISED REGULATION, according to the provisions of articles 19, 22.1 b) and 22.2 of the LCSP.

The procedure and form of award will be carried out by means of an **OPEN PROCEDURE**, according to the provisions of articles 156, 157 and 158 of the LCSP.

For the purpose of this procurement and the rules and documents which constitute its legal system, the *Instituto de Turismo de la Región de Murcia* will be regarded as ‘contracting authority’ or just ‘contracting party’, and the company or business manager contracted by it to render the corresponding services will be regarded as ‘contractor company’, or just ‘contractor’ or ‘successful bidder’. Furthermore, the references to the ‘contracting entity’ must be regarded as references to the competent body of the public sector company called *Instituto de Turismo de la Región de Murcia*.

In compliance with the provisions of article 135.1 of the LCSP, the notices about this procedure will be published in the Official Journal of the European Union and in the Contracting Party Profile of the *Instituto de Turismo de la Región de Murcia*.

The Document of Administrative Clauses, the Document of Technical Specifications and the rest of the attached documents are contractual in nature. Any negotiation of the terms of the contract with the bidding companies is prohibited.

Ignorance of this document, of the contract, of its attached documents, or of the instructions or rules of every kind adopted by the Administration which might be applied in the implementation of the agreement will not exempt the contractor from the duty to respect it. If



there are any discrepancies between the Spanish and the English version of this document and the document of technical specifications, the Spanish version will always prevail.

If the bidders ask for clarifications to the provisions of the documents or the rest of the documentation, the replies of the ITREM will have a binding nature and must be published on the corresponding contracting party profile in such terms which guarantee equality and competition in the tendering procedure. Those clarifications should be asked for at least 12 days before the running of the period scheduled for submission of proposals through the electronic site of the carm.

The unit in charge for follow-up and regular implementation of the contract is the Promotion Office of the *Instituto de Turismo de la Región de Murcia*.

#### **1.4 ELECTRONIC RELATIONS WITH THE *INSTITUTO DE TURISMO DE LA REGIÓN DE MURCIA*.**

**All bidders must have a recognised or qualified electronic certificate of electronic signature** of the user, issued by organisms included in the 'trusted list of renders of certification services', <https://sedeaplicaciones.minetur.gob.es/Prestadores/>, being admitted among others the certificates of electronic signatures of the FNMT, Class 2 CA and the electronic *DNI* – Spanish national identity card–.

Likewise, regarding the provisions of article 140.1a)4 of the LCSP, all bidders must indicate their **AUTHORISED ELECTRONIC MAIL ADDRESS** which will be used by the ITREM for all communications derived from the proceedings of this procurement procedure. **URL:** [https://notificaciones.060.es/PC\\_init.action](https://notificaciones.060.es/PC_init.action)

For the purpose of the provisions of article 43 of the Law 39/2015 of 1 October 2015 of the Common Administrative Procedure of the Public Administration, the DIR3 code of the *Instituto de Turismo de la Región de Murcia* is A14022337.

The code for procurement procedures of the *Instituto de Turismo de la Región de Murcia* is 1609.

#### **2.- BASIC TENDER BUDGET, ESTIMATED VALUE OF THE CONTRACT, CONTRACT PRICE AND EXISTENCE OF CREDIT.**

2.1.- The **BASIC TENDER BUDGET** is established to be an amount of **ONE MILLION EUROS (1,000,000 €), VAT included**, broken down as follows: EIGHT HUNDRED TWENTY SIX THOUSAND FOUR HUNDRED AND FORTY SIX EUROS AND TWENTY EIGHT CENTS (826,446.28 €) as tax base, and ONE HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED AND FIFTY THREE EUROS AND SEVENTY TWO CENTS (173,553.72 €) corresponding to the Value-Added Tax, calculated at a rate of 21%, which is currently in force in Spain.

According to the provisions of article 84. One 2º a) of the Law 37/1992 of 28 December 1992 of the Value-Added Tax, if the successful bidder is not established in the territory of application of the tax, the reverse charge mechanism should be applied, therefore the ITREM should settle and pay the tax in Spain.

Below is the breaking down of the basic tender budget for each batch:



- **Basic tender budget of batches 1 and 3: 50,000.00 € VAT included**, broken down as follows: 41,322.31 euros as tax base, and 8,677.69 € corresponding to the VAT, calculated at a rate of 21%, which is currently in force in Spain.
- **Basic tender budget of batches 2, 4, 5, 6, 7, 8 and 11: 75,000.00 € VAT included**, broken down as follows: 61,983.47 € as tax base, and 13,016.52 € corresponding to the VAT, calculated at a rate of 21%, which is currently in force in Spain.
- **Basic tender budget of batches 9 and 12: 100,000.00 € VAT included**, broken down as follows: 82,644.63 € as tax base, and 17,355.47 € corresponding to the VAT, calculated at a rate of 21%, which is currently in force in Spain.
- **Basic tender budget of batch 10: 175,000 € VAT included**, broken down as follows: 144,628.10 € as tax base, and 30,371.90 € corresponding to the VAT, calculated at a rate of 21%, which is currently in force in Spain.

2.2.- The assessment of the tender budget has been made taking into account budget availability, average market prices and technical characteristics of services which are the purpose of this procurement, and, more precisely, the type of commercialisation by market (different countries), by product (packages or individual products), sales channel (offline and online) and/or customer (final public or intermediaries). Considering the diversity of the subject-matter of this procurement and the ignorance at a previous moment of actions which might be proposed by different bidders, direct or indirect costs and other possible costs, which could be derived from them, cannot be specified.

2.3.- In conformity with the provisions of article 101.12 of the LCSP, the ESTIMATED VALUE for this procurement is **EIGHT HUNDRED TWENTY SIX THOUSAND FOUR HUNDRED AND FORTY SIX EUROS AND TWENTY EIGHT CENTS (826,446.28 €) VAT excluded.**

2.4.- Invoices will be issued by the contractor on a quarterly basis, and they will be paid by means of bank transfers to the name of the contractor or successful bidder, in the bank account indicated by the contractor in its offer or in any other account which the contractor might expressly notify afterwards to the contracting entity.

Quarterly invoices must contain the rendering of the service which has been carried out in the corresponding quarter of the year, indicating this plainly within the details of the invoice.

In order for invoices to be paid, the successful bidder must have complied with the duty of a monthly submission of the following reports:

- Report on the implementation of objectives indicating number of bookings, travellers (persons), overnight stays and invoicing corresponding to the month which has to be justified, with the format provided by the ITREM, as well as clicks and printings (the last two are just related to batches number 1, 2, 3 and 4). Nevertheless, the successful bidder will have to provide any other data required by the ITREM.



- Report on the implementation of actions (creativities, promotion actions, pictures of fam trips, etc.).

Invoices will be submitted, with the legally requested requirements and the aforementioned reports, at the offices of the *Instituto de Turismo de la Región de Murcia*, in Avda. Juana Jugán, 2, (Edificio CCT) 30006-Murcia. The invoice must be accompanied by the proofs of the services included in its details. The ITREM has a time limit of 30 days to check the invoice; this period of time can be interrupted if the contractor is required to rectify the submitted proof or submit an omitted proof.

The payment of the contract price will be made as follows: the contracting entity will have to approve the documents certifying conformity with the provisions of the contract of the rendered services within 30 days after the service has been provided. Payments of submitted invoices will be made within a maximum of 30 days after the approval of the documents which certify the conformity of the provided services with the provisions of the contract, up to 60% of the contract price. Those partial payments will be considered as credits into account subject to final settlement.

The payment of the remaining 40% will be made after the corresponding contract settlement is notified to the contractor. The said settlement must be agreed and notified to the contractor within 30 days from the certificate of conformity (article 210.4 LCSP).

**2.5.- The CONTRACT PRICE** will be the one resulting from the awarding and will include the Value-Added Tax as a separate item. The price includes any other kind of cost necessary for the contractor to provide the service, may this be a general, financial, material, technical equipment cost or a cost of any kind of nature, as well as the benefits attributed to management, charges, fees, taxes and rates of any kind, including expenses which derive from any action which has been presented in the strategy planning (for instance, only for information purposes: presence at fairs, fam trips, press trips, public presentations, etc.), except for the VAT which will be added to each invoice as a separate item, and, in the case of application of the reverse charge mechanism allowed for in Law 37/1992 of 28 December 1992 of the Value-Added Tax, it should be indicated with a value of 0.00 €.

If the successful bidder of each of the batches does not succeed in reaching the invoicing increase which had been estimated in its offer, having as a reference the last twelve whole months previous to the date of contract signing, as it is indicated in section 14.9 of this document, the following penalties in accordance with the provisions of article 192.1 of the LCSP will apply:

For batches 1 to 7 (both included):

- Unfulfilment of the objective of invoicing increase from 1% to 10%: A penalty of 10% of the contract price will be imposed.
- Unfulfilment of the objective of invoicing increase from 11% to 20%: A penalty of 20% of the contract price will be imposed.
- Unfulfilment of the objective of invoicing increase from 21% to 30%: A penalty of 30% of the contract price will be imposed.



- Unfulfilment of the objective of invoicing increase from 31% onwards: A penalty of 40% of the contract price will be imposed.

For batches 8 to 12 (both included):

- Unfulfilment of the invoicing increase goal and/or unfulfilment of the increase of the volume of people from 1% to 10%: A penalty of 10% of the contract price will be imposed.
- Unfulfilment of the invoicing increase goal and/or unfulfilment of the increase of the volume of people from 11% to 20%: A penalty of 20% of the contract price will be imposed.
- Unfulfilment of the invoicing increase goal and/or unfulfilment of the increase of the volume of people from 21% to 30%: A penalty of 30% of the contract price will be imposed.
- Unfulfilment of the invoicing increase goal and/or unfulfilment of the increase of the volume of people from 31% onwards: A penalty of 40% of the contract price will be imposed.

Increases will be indicated without decimals; they will be rounded upwards or downwards as appropriate.

2.6.- In order to satisfy the economic obligations derived from this contract, there is a schedule of budgetary allocation and adequate and sufficient credit of own funds as an expense of the budget of the ITREM for years 2018 and 2019 in which the implementation of the cost should be made, in accordance with the corresponding record of credit retention RP426.

2.7.- Offers that exceed the maximum budget set for this procurement will not be accepted.

2.8- In the economic offers that are formulated, the amount proposed excluding VAT will be specified, always understanding that the proposed amount includes any other type of tax or tax burden that may be applicable, as the case may be, due to the nature of the contract.

### **3.-IMPLEMENTATION OF THE CONTRACT AND PRICE REVISION.**

The implementation of these actions will be carried out for one year from the date set in the contract, which in any case will begin in the first quarter of the year 2019, except for batches 9 to 12, both inclusive, which will begin from the date of contract signing.

In view of the specific characteristics of the contract, in accordance with the provisions of article 103 of the LCSP, the price revision is excluded.

### **4.- REQUIRED CLASSIFICATION.**

No classification requirement is required, in accordance with the provisions of art. 77 of the LCSP.

Notwithstanding the foregoing, the registration in the Official Register of Bidders and Classified Companies of the Public Sector or in the Official Register of Bidders of the Autonomous Region of Murcia will certify, unless proven otherwise, the conditions of aptitude of the business owner regarding his or her personality and ability to act, representation, professional or



business authorisation, economic and financial and technical or professional solvency established in sections 12.3 and 12.4 of these specifications, classification and other registered circumstances, as well as the concurrence or non-concurrence of the prohibitions to hire that must be included in it.

Likewise, in accordance with the provisions of the sixteenth additional Provision of the LCSP, if the bidding is attended by foreign businessmen of a Member State of the European Union or signatory of the European Economic Area, the accreditation of their capacity, solvency and absence of prohibitions to contract can be achieved as follows:

- either through consultation in the corresponding official list of businessmen authorised to contract established by a Member State of the European Union,
- or by means of the documentation certifying the aforementioned points, which must be submitted within the period granted for the presentation of the definitive guarantee.

According to the provisions of articles 37 and 38 of the RGLCAP, the classification applicable to each of the batches, based on correspondence between service classification subgroups and CPV codes included in each subgroup of Annex II of Royal Decree 1098/2001, of 12 October 2001, which approves the Regulation of the Law of Contracts of the Public Sector (RGLCAP), will be as follows:

**CPV 79341000-6. Advertising services. GROUP T, SUBGROUP 1. CATEGORY 1.**

## **5.- ABILITY TO AWARD CONTRACTS AND SOLVENCY REQUIRED TO BIDDERS.**

### **5.1- Ability to award contracts**

5.1.1 The bidding for this contract may be made, either by themselves or through duly authorised representatives, by natural or legal persons, Spanish or foreign, who, in accordance with the provisions of articles 65 to 69 of the LCSP, have full ability to act, are not involved in any of the prohibitions to award contracts stated by article 71 of the LCSP and Law 5/1994, of 1 August 1994, of the Regional Statute of Political Activity, and certify their economic and financial solvency and technical or professional solvency, in accordance with the provisions of articles 86, 87 and 90 of the LCSP or are duly classified.

Likewise, they must have the business or professional authorisation that can be required in its case to carry out the activity or benefit that constitutes the purpose of the contract.

5.1.2 Legal persons may only be awarded contracts whose benefits are included within the purposes, object or scope of activity that, according to their own statutes or foundational rules, are their own.

5.1.3 The non-Spanish companies of the Member States of the European Union or of the signatory States of the Agreement on the European Economic Area will have the capacity to contract with the public sector provided that, in accordance with the legislation of the State in which they are established, they are authorised to render the corresponding service.

When the legislation of the State in which these companies are established requires a special



authorisation or membership of a certain organisation to be able to provide there the service in question, they must certify that they meet this requirement.

5.1.4 The natural or legal persons of States not belonging to the European Union or of States signatory to the Agreement on the European Economic Area must justify by means of a report that the State of origin of the foreign company admits the participation of Spanish companies in contracting with public sector entities similar to those listed in article 3, in a substantially analogous manner. The said report shall be prepared by the corresponding Economic and Commercial Office of Spain abroad and shall be accompanied by the documentation submitted. In contracts subject to harmonised regulation, as in the present case, the report on reciprocity in relation to companies of signatory States of the Agreement on Government Procurement of the World Trade Organisation is not required.

5.1.5 The unions of entrepreneurs which are temporarily constituted for that purpose may contract with the public sector, without it being necessary to formalise them in a public deed until the contract has been awarded in their favour.

Entrepreneurs who participate grouped in temporary unions shall be jointly liable and must appoint a single representative or agent of the union with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until the termination thereof, without prejudice to the existence of joint powers that can be granted for collections and payments of significant amount.

For the purpose of bidding, entrepreneurs who wish to participate integrated in a temporary union must indicate the names and circumstances of those who constitute it and the participation of each, as well as the fact that they assume the commitment to formally establish a temporary union if they are successful bidders of the contract.

The duration of the temporary unions of entrepreneurs will coincide, at least, with that of the contract until its extinction.

## **5.2.- Solvency required to the bidder**

5.2.1 With regard to the minimum conditions of **ECONOMIC AND FINANCIAL SOLVENCY** of article 87 of the LCSP, in accordance with the provisions of article 77.1 b) of the aforementioned legal text, the classification of the entrepreneur shall certify his solvency for the celebration of contracts of the same type as those for which it has been obtained and for whose celebration it is not required to be in possession of it.

In those cases in which the entrepreneur is not classified, the economic and financial solvency will be accredited by one of the following means:

a) Annual volume of business, or annual turnover in the area to which the contract refers, referring to the best exercise within the last three available depending on the dates of establishment or start of activities of the entrepreneur and presentation of offers of an amount equal or superior to:

- 61,983.46 € if they are proposed as successful bidders of batches 1 or 3.



- 92,975.20 € if they are proposed as successful bidders of one of batches 2, 4, 5, 6, 7, 8 or 11.
- 123,966.94 € if they are proposed as successful bidders of batches 9 or 12.
- 216,942.15 € if they are proposed as successful tenderers of batch 10.

b) Proof of the existence of a compensation insurance for occupational risks in force until the end of the period for the submission of tenders, as well as a renewal or extension commitment that guarantees the maintenance of its coverage throughout the execution of the contract, for an amount equal or superior to:

- 41,322.31 € if they are proposed as successful bidders for batches 1 or 3.
- 61,983.47 € if they are proposed as successful bidders for batches 2, 4, 5, 6, 7, 8 or 11.
- 82,644.63 € if they are proposed as successful bidders for batches 9 or 12.
- 144,628.10 € if they are proposed as successful bidders for batch 10.

5.2.2- In relation to the minimum conditions of **TECHNICAL OR PROFESSIONAL SOLVENCY** referred to in art. 90 of the LCSP, this will be accredited through the presentation of a list of the main services or work performed of the same or similar nature to those that constitute the purpose of the contract of at most the last three years, indicating the amount, the dates and the public or private addressee of the same, corresponding to the same type or nature to which the purpose of the contract corresponds.

The minimum requirement to consider this solvency accredited will be the fact that the accumulated annual amount in the year of greater execution is equal to or greater than:

- 28,925.61 € excluding VAT, if they are proposed as successful bidders of batch 1 or 3.
- 43,388.42 € excluding VAT if they are proposed as successful bidders of batches 2,4, 5, 6, 7, 8 or 11.
- 57.851,24 € excluding VAT if they are proposed as successful bidders of batch 9 or 12.
- 101,239.67 € excluding VAT if they are proposed as successful bidders of batch 10.

The necessary means and proofs to be able to certify the economic and financial and technical or professional solvency are described in the twelfth (12) clause of this document and will have to be submitted by the bidder proposed as the successful bidder when it is required to do so.

## **6. DEFINITIVE GUARANTEE.**

In accordance with the provisions of article 107 of the LCSP, a final guarantee equivalent to 5% of the final price offered by the successful bidder of the contract, excluding VAT, is established for the said successful bidder.



This guarantee may be provided by any of the forms established in article 108 of the LCSP, or, at the option of the successful bidder, by means of the retention in the price of the first or successive invoices, if the amount of the first is not sufficient to cover the whole of it.

The guarantee will be deposited, in any case, before the contracting body of the ITREM, and its replacement, readjustment, return and cancellation will be made in accordance with the provisions of article 109 and 111 of the LCSP.

The guarantee period will be 3 months from the end of the execution of the contract. The definitive guarantee will respond to the concepts mentioned in article 110 of the LCSP and can not be returned or cancelled until the expiration of the expected guarantee period and until the contract in question has been satisfactorily fulfilled, or until the resolution of it is declared without fault of the contractor. Once the contract has been settled and the guarantee period has elapsed, if no liabilities are found, the constituted guarantee will be returned or the surety or suretyship insurance will be cancelled. The return agreement must be adopted and notified to the interested party within a maximum period of two months from the end of the guarantee period.

## **7.- AWARD PROCEDURE**

The service contract will be awarded through an OPEN PROCEDURE, in accordance with the provisions of articles 156, 157 and 158 of the LCSP.

## **8.- SUBMISSION OF PROPOSALS AND REQUIRED DOCUMENTS.**

### **8.1 Submission of offers.**

The proposals, together with the mandatory documentation, will be submitted within the period indicated in the tender notice in the General Registry of the contracting body.

The submission period shall not be inferior to thirty-five (35) days, counted from the date of sending of the tender notice to the Publications Office of the European Union.

**THE OFFERS WILL BE SUBMITTED IN SPANISH. Documents written in another language must be accompanied by the corresponding official translation into Spanish. However, the contracting authority reserves the right to directly admit documents written in English without translation into Spanish.**

The offers will only be presented at the *Instituto de Turismo de la Región de Murcia*, Avda. Juana Jugán, 2, 30006 Murcia (Spain), from Monday to Friday during business hours (from 9:00 am to 2:00 pm), to the attention of the Legal Department, within a period of 35 days from the date of sending of the tender notice to the Publications Office of the European Union, as provided in article 156.3 of the LCSP. The announcement will also be published in the profile of the contracting entity of the ITREM.

Notwithstanding the above, proposals may also be submitted by mail; in this case the entrepreneur must justify the date and time of imposition of the shipment at the post office or any courier company, and announce to the contracting authority the referral of the offer to



the following e-mail address: [juridico@murciaturistica.es](mailto:juridico@murciaturistica.es) on the same day, consigning in a cover, attached to the proof, the file number, full title of the purpose of the contract, company name and CIF of the company or, where appropriate, name of the bidder with his/her ID.

The accreditation of reception of the aforementioned e-mail will be made by means of a diligence extended by the receiving office of the ITREM. Without the concurrence of both requirements, the proposal will not be admitted if it is received by the contracting body after the date and time of termination of the period indicated in the tender announcement.

In any case, after ten days from that date without having received the documents, they will not be admitted.

No bidder may subscribe any proposal in temporary union with others if he/she has submitted a proposal individually or appear in more than one temporary union. The violation of these rules will result in the non-acceptance of any of the proposals which are signed by him/her.

The presentation of a proposal means the unconditional acceptance by the entrepreneur of all the clauses of this document, as well as of document of the technical specifications, without any reservation, as well as the authorisation to the Board and the contracting body to consult the data collected in the Official Registry of Bidders and Classified Companies of the Public Sector or in the official lists of economic operators of a Member State of the European Union established in Annex I of the Royal Decree 1098/2001, of 12 October 2001, by which the Regulation of the Law of Public Sector Procurements is approved.

**All acts and manifestations** of will of the administrative bodies or **bidding companies** or contractors that have legal effects and are issued during the procurement procedure **must be authenticated by means of an advanced electronic signature** recognised in accordance with Law 59/2003, of December 19, of the electronic signature. The electronic, computerised or telematic means employed must be able to guarantee that the signature complies with the provisions of this rule, in accordance with the provisions of the Sixteenth Additional Provision of the LCSP.

## 8.2 Form of presentation

Since the procurement will be carried out in batches, the bidder or person representing him/her will submit: **ONLY ONE "A" ENVELOPE BY COMPANY, ONE "B" ENVELOPE AND ONE "C" ENVELOPE FOR EACH BATCH**, duly closed and signed, and WITH A LEGIBLE INDICATION AT THEIR BACK OF THE FOLLOWING INFORMATION:

1. The name or business name of the bidder, address and tax identification number, contact person, telephone number and an e-mail address for the purpose of notifications (which must be coincident with the unique electronic address enabled for the purposes of notifications indicated in **Annex I**).
2. The name of the procurement: **'DEVELOPMENT OF MARKETING ACTIONS FOR TOURIST PRODUCTS OF THE REGION OF MURCIA'**.
3. The name and content of each envelope:



**Envelope A: Documentation of capacity and solvency.**

**Envelope B: Documentation related to measurable criteria through value judgement.**

**Envelope C: Documentation regarding criteria which are automatically assessed and environmental management criteria.**

4. The batch number of participation according to the names of each one of them appearing in section 1.2 of these specifications.

**ENVELOPE A: DOCUMENTS OF CAPACITY AND SOLVENCY**

NAME OR COMPANY NAME: \_\_\_\_\_

Address: \_\_\_\_\_

CIF: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

PROCUREMENT: **DEVELOPMENT OF MARKETING ACTIONS FOR TOURIST PRODUCTS OF THE REGION OF MURCIA**

Signature.

**ENVELOPE B: DOCUMENTATION RELATED TO MEASURABLE CRITERIA THROUGH VALUE JUDGEMENT**

NAME OR COMPANY NAME: \_\_\_\_\_

Address: \_\_\_\_\_

CIF: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

PROCUREMENT: **DEVELOPMENT OF MARKETING ACTIONS FOR TOURIST PRODUCTS OF THE REGION OF MURCIA**

**BATCH:** \_\_\_\_\_

Signature.



**ENVELOPE C: DOCUMENTATION REGARDING CRITERIA WHICH ARE AUTOMATICALLY ASSESSED AND ENVIRONMENTAL MANAGEMENT CRITERIA**

NAME OR COMPANY NAME: \_\_\_\_\_

Address: \_\_\_\_\_

CIF: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Phone number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**PROCUREMENT: DEVELOPMENT OF MARKETING ACTIONS FOR TOURIST PRODUCTS OF THE REGION OF MURCIA**

**BATCH:** \_\_\_\_\_

**Signature.**

8.3. Documents to submit in each envelope:

The documents to be included in each envelope must be original documents or authentic copies, in accordance with the Legislation in force.

Bidders must designate in their offers the information they consider confidential. The confidential nature affects, among others, technical or commercial secrets, the confidential aspects of the offers and any other information whose content can be used to distort competition, either in this bidding procedure or in subsequent ones.

The duty of confidentiality of ITREM as well as its dependent services cannot be extended to all the content of the bidder's offer or to all the content of the reports and documentation that, as the case may be, is directly or indirectly generated by the contracting authority in the course of the tender procedure. It can only be extended to documents that have a restricted diffusion, and never to documents that are publically accessible.

Inside each envelope, the following documents and a numbered list of them will be included:

**ENVELOPE 'A'**

**DOCUMENTS OF CAPACITY AND SOLVENCY**

Bidders will submit a single envelope A that will contain the following documents:

**1) Responsible declaration** that will be adjusted to the single European procurement document form (DEUC), which must be signed electronically and with the corresponding identification, in which the bidder reveals the circumstances referred to in article 140.1 a) of the LCSP, in accordance with the guidelines developed in **ANNEX I.**

2) In cases where the entrepreneur resorts to the solvency and means of other companies, in accordance with article 75 of the LCSP, each of them must also submit a responsible statement



in which the relevant information for these cases appears, according to the standardised model of the single European procurement document.

3) In the cases in which several entrepreneurs participate grouped in a temporary union of companies (UTE), **a responsible statement will be provided by each participating company** (DEUC), as well as the commitment to formally establish the UTE in case of being awarded the contract, according to the model that appears as **ANNEX II** to this document.

4) The foreign companies will present a declaration of submitting to the jurisdiction of the Spanish Courts and Tribunals of any order, for all the incidents that could arise directly or indirectly from the contract, renouncing, as the case may be, to the foreign jurisdiction that could correspond to them.

5) **Express declaration of whether or not there are companies of the same group or related companies that are participating in this tender**, for the purposes of the provisions of article 149.3 of the LCSP and article 86 of the RGLCAP, according to the model that appears as **ANNEX III** of this document. Related companies are considered to be those that are in any of the cases foreseen in article 42 of the Commercial Code.

6) **Declaration of preference of batches** according to **ANNEX IV** which is attached to this document.

The lack of presentation of the documents described in this section may result in the non-consideration of the proposal and the exclusion of the bidder. However, if, in the opinion of the Contracting Committee, its defects or omissions can be remedied therein, it may grant a period of no more than three calendar days, so that the interested parties can correct or provide the relevant documents, after a verbal and/or e-mail communication.

NO ASPECT CONCERNING THE ECONOMIC CONTENT OF THE OFFERS (billing, number of printings, number of clicks, number of pax, economic proposal and number of overnight stays) CAN BE INCLUDED IN 'ENVELOPE A', WHERE THIS ACTION IS A DIRECT CAUSE OF EXCLUSION OF THE OFFER FROM THE PROCUREMENT PROCEDURE WITH RESPECT TO THAT BATCH.

#### ENVELOPE 'B'

##### MEASURABLE CRITERIA THROUGH VALUE JUDGEMENT

Tenderers will submit an ENVELOPE B FOR EACH BATCH IN WHICH THEY PARTICIPATE and this envelope will contain the Technical Proposal consisting of the **Global Strategic Planning**, which will be prepared in accordance with the requirements set forth in the technical specifications for each batch and the established scale criteria in the tenth section (10) of this document.

IN THE GLOBAL STRATEGIC PLANNING ALL THE ACTIONS TO BE CARRIED OUT WILL BE DESCRIBED, BUT NOT THE ECONOMIC CONTENT OF THE BIDS (billing, number of printings, number of clicks, number of pax, economic proposal and number of overnight stays) WHERE THIS ACTION IS A DIRECT CAUSE OF EXCLUSION OF THE OFFER FROM THE PROCUREMENT PROCEDURE WITH RESPECT TO THAT BATCH.

#### ENVELOPE 'C'



## **CRITERIA WHICH ARE AUTOMATICALLY ASSESSED AND ENVIRONMENTAL MANAGEMENT CRITERIA**

Tenderers will submit an envelope C **for each batch** they opt for, which will include:

- The proposed invoicing increase, the volume of pax / overnight stays and number of clicks and printings, according to the batch, in accordance with the model that is attached as **ANNEX V**.
- A breakdown by full months (referred to the 12 months immediately prior to the month of presentation of the offer) of: billing, number of pax and overnight stays.
- Economic proposal that will be adjusted to the model attached to this document as **ANNEX VI**.
- Accreditation of environmental management criteria.

It should also include, for informative purposes only: an economic assessment of the proposed actions in the global strategic planning at market prices, as well as a breakdown by source, medium and format of the clicks and printings offered.

In accordance with what is stated in article 139.4 of the LCSP, the economic proposals must express separately, that is, in separate items, the amount of the Value Added Tax that must be applied. The economic proposal must include the total cost of the service at market price (not rate).

Failure to correctly complete the aforementioned Annexes V and VI will mean that the proposal is deemed not to have been made and this will result in the direct exclusion of the tenderer.

### **9.- ADMISSION OF PROPOSALS AND ASSESSMENT OF DOCUMENTS.**

9.1.- The offers will be admitted during the term established in the announcement of the competition that will be published in the OJEU and in the profile of the contracting entity of the ITREM.

9.2.- This period may not be less than 35 calendar days from the date of dispatch of the tender notice to the Publications Office of the European Union.

9.3.- In principle, all proposals that comply with the provisions of this document, and comply with the requirements established in the technical specifications document, will be admissible.

9.4- Certification and assessment of documents of envelope A. Once the envelopes have been received by the Secretary of the Contracting Committee together with the certificate of the person responsible for the Registry, the Contracting Committee will assess the documentation contained in the aforementioned envelope.

In accordance with what is stated in art. 141.2 of the LCSP, if the Board observes defects or omissions that can be corrected in the documents presented by the different bidders, it will grant a term not exceeding three calendar days for the tenderers to correct them.

Subsequently, the Contracting Committee will meet to adopt the appropriate agreement on the final admission of bidders.



9.5 Opening of proposals of envelope B. By the Contracting Committee on the day and time indicated in the profile of the contracting body, the public opening of envelope B will be carried out, which contains the measurable criteria by means of value judgement.

The Contracting Committee will assess the overall strategic planning, for which purpose it may request the technical reports it deems necessary in accordance with the provisions of article 150.1 and 157.5 of the LCSP.

9.6 Opening of proposals of the envelope C. By the Contracting Committee on the day and time indicated in the profile of the contracting body, the public act of opening envelope C will be carried out.

Finally, the Contracting Committee will proceed to rate the automatically assessed criteria contained in the "Envelope C", proposed increase in turnover, the volume of pax / overnight stays, economic proposal and, where applicable, scope and coverage of the proposed actions broken down by means and criteria for environmental management (Annexes V and VI) in the manner indicated in clause ten (10) of this document, also recording the result thereof.

9.7 Classification of offers. The contracting committee will classify, in descending order, the proposals submitted, and will submit an award proposal to the contracting body, being able to request, before formulating its proposal, as many technical reports as it deems necessary.

The award proposal does not create any right in favour of the proposed bidder.

#### **10.-ASSESSMENT CRITERIA TO TAKE INTO ACCOUNT FOR THE AWARD.**

The contracting body will alternatively have the power to award the contract to the most advantageous proposal or to declare the bidding void. A bid may not be declared void when there is an offer or proposal that is admissible according to the criteria included in the bidding document.

The tender will be awarded to the bidding company/companies that, as a whole, make the most advantageous proposal, taking into account the award criteria and assessments that are specified below and taking into consideration the maximum number of bidders per batch. The following aspects will be evaluated in descending order of importance, and up to a maximum of 100 points.

##### **10.1- AWARD CRITERIA FOR BATCHES 1, 2, 3 AND 4.**

Global strategic planning	43 points
Scope and coverage of proposed actions, broken down by means	30 points
Invoicing increase proposal	20 points
Economic proposal	5 points
Certification of environmental management criteria	2 points

##### **A- Global strategic planning - 43 points.**



The following aspects will be taken into account:

The strategy presented in its entirety: the analysis, development and justification of the proposal, including the description of the actions that will be carried out, but neither data related to the economic content of the offers (economic proposal, billing, number of printings, number of clicks), nor data related to the possession of certificates of environmental management, all of which may only be provided in Envelope C.

- Planning and proposed actions (Maximum 33 points).
- Study of the target audience and market. (Maximum 10 points).

This section must include a list of hotel establishments in the Region of Murcia with which there is direct contracting, and in the event that their number is inferior to five, the hotel contracting plan to be implemented must be provided. In the case of not providing this information, this section will be scored with zero points.

**B- Scope and coverage of proposals – 30 points.**

It will be evaluated according to the following criteria:

- Estimated no. of clicks: 15 points. In order to score this section, the following formula will be applied, with a maximum of 15 points:

$$P = 15 \times \frac{Co}{Cmax}$$

Being:

- P: Score of the offer of each company.
- Co: Estimated no. of clicks offered by each company.
- Cmax: Estimated no. of clicks corresponding to the proposal with a greater volume.

- No. of printings offered: 15 points. In order to score this section, the following formula will be applied, with a maximum of 15 points:

$$P = 15 \times \frac{Io}{Imax}$$

Being:

- P: Score of the offer of each company.
- Io: No. of printings estimated offered by each company.



I<sub>max</sub>: Estimated no. of printings of the proposal offering a greater volume.

**C- Invoicing increase proposal - 20 points.**

In this section, the increase in turnover in euros in absolute terms in relation to the sale of products from the Region of Murcia will be scored with a maximum of 20 points, with respect to the twelve (complete) months prior to the date of submission of the proposal.

In order to assess the invoicing increase in absolute terms, the following formula will be used:

$$P = 20 \times \frac{F_o}{F_{max}}$$

Being:

P: Score of the invoicing increase offered by each company.

F<sub>o</sub>: Invoicing increase (in euros) estimated in the offer of each company.

F<sub>max</sub>: Invoicing increase (in euros) of the company offering a greater increase.

The turnover obtained in the last 12 (whole) months must be indicated, related to products of the Region of Murcia, broken down by months, from the date of submission of the proposal. If this information is not provided, this section will be scored with zero points.

**D- Economic proposal - 5 points**

The lowest bid from a quantitative point of view will get the highest score, and the rest of the bids will get their score proportionally. Specifically, the following formula will be applied, with a maximum of 5 points:

$$P = 5 \times \frac{OF_{min}}{OF}$$

Being:

P: Score of the economic offer presented by each company.

OF<sub>min</sub>: Value of the cheapest offer.

OF: Value of the offer that is being scored.

**E- Certification of environmental management criteria - 2 points**



Taking into account the improvement of the brand image regarding its potential final customer, which implies for the tour operator the commitment to improve environmental actions, in this section it will be valued with 2 points to be in possession of a certificate issued by companies certified in environmental management criteria (report on carbon footprint, ISO 14001, EMAS, etc.).

#### 10.2- AWARD CRITERIA FOR BATCHES 5, 6, AND 7.

Global strategic planning	47 points
Proposal of increase in pax / overnight stays reached	30 points
Invoicing increase proposal	15 points
Economic proposal	6 points
Certification of environmental management criteria	2 points

##### A- Global strategic planning - 47 points

It refers to the suitability of the selected actions, their distribution over time in terms of their execution, the target audience reached in their different profiles and the degree of notoriety and effectiveness of the selected formats. This section will include the description of the actions to be carried out, but in no case data related to the economic content of the offers (economic proposal, billing, number of pax and number of overnight stays), and not with the possession of environmental management certificates, all of which may only be provided in Envelope C.

- Planning and proposed actions (37 points)
- New products marketed (10 points)

This section must include a list of hotel establishments in the Region of Murcia with which there is direct contracting, and in the event that their number is less than five, the hotel contracting plan to be executed must be provided. In the case of not providing this information, this section will be scored with zero points.

##### B- Proposal of increase in the volume of pax / overnight stays reached - 30 points

It will be valued based on the increase in the volume of pax and overnight stays that they are committed to reach in the Region of Murcia during the entire period of duration of the contract, compared to the volume of pax and overnight stays, of the products related to the Region of Murcia, of the last 12 months (complete) from the date of presentation of the proposal, in accordance with the following:

- Increase in the number of estimated pax of the offer (15 points). For the score of this section, the following formula will be applied, with a maximum of 15 points:



Po

$$P = 15 \times \frac{\text{-----}}{\text{-----}}$$

Pmax

Being:

P: Score of the offer of increase of pax presented by each company.

Po: Increase in the number of pax estimated in the offer of each company.

Pmax: Increase in the number of pax estimated by the company that offers the greatest volume.

You must provide the number of pax obtained, in relation to products of the Region of Murcia, broken down by months, of the last 12 months (complete) from the date of presentation of the proposal. In the case of not providing this information, this section will be scored with zero points.

- Increase of the no. of overnight stays (room nights) estimated in the offer (15 points). To score this section, the following formula will be applied, with a maximum of 15 points:

Rm

$$P = 15 \times \frac{\text{-----}}{\text{-----}}$$

Rmax

Being:

P: Score of the offer of increase of overnight stays (room nights) presented by each company.

Rm: Increase in the number of overnight stays (room nights) estimated in the offer of each company.

Rmax: Increase in the number of overnight stays (room nights) estimated by the company that offers the greatest volume.

The number of room nights obtained must be provided, in relation to products of the Region of Murcia, broken down by months, of the last 12 months (complete) from the date of presentation of the proposal. In the case of not providing this information, this section will be scored with zero points.

#### **B- Invoicing increase proposal - 15 points**

In this section the increase in turnover in euros in absolute terms of billing will be valued with 15 points, in relation to the sale of products from the Region of Murcia, with respect to the twelve (complete) months prior to the presentation date of this proposal.

For the assessment of the increase of the turnover in absolute terms, the following formula will be used:



$$P = 15x \frac{Fo}{Fmax}$$

Being:

P: Score of the increase in billing offered by each company.  
 Fo: Increase in turnover (in euros) estimated in the offer of each company.  
 Fmax: Increase in turnover (in euros) of the company that offers the greatest increase.

Billing must be provided, in relation to products of the Region of Murcia, broken down by months, of the last 12 months (complete) from the date of presentation of the proposal. In the case of not providing this information, this section will be scored with zero points.

**C- Economic proposal - 6 points**

The quantitatively lowest bid will get the highest score, and the rest of the bids will get their score proportionally. Specifically, the following formula will be applied, with a maximum of 6 points:

$$P = 6x \frac{OFmin}{OF}$$

Being:

P: Score of the economic offer presented by each company.  
 OFmin: Value of the lowest cheapest offer.  
 OF: Value of the offer that is being scored.

**C- Accreditation of environmental management criteria - 2 points**

Taking into account the improvement of the brand image regarding its potential final customer, which implies for the tour operator the commitment in the improvement of environmental actions, in this section, it will be valued with 2 points to be in possession of a certificate issued by companies accredited in the criteria of environmental management (report on carbon footprint, ISO 14001, EMAS, etc.).

**10.3- AWARD CRITERIA FOR BATCHES 8, 9, 10, 11 AND 12.**

Global strategic planning	47 points
Proposal of increase in volume of pax / overnight stays	30 points



Invoicing increase proposal	15 points
Economic proposal	6 points
Certification of environmental management criteria	2 points

**A- Global strategic planning - 47 points**

It refers to the suitability of the selected actions, their distribution over time in terms of their execution, the target audience reached in their different profiles and the degree of notoriety and effectiveness of the selected formats. This section will include the description of the actions to be carried out, but in no case data related to the economic content of the offers (economic proposal, billing, number of pax and number of overnight stays), and not with the possession of environmental management certificates, all of which may only be provided in Envelope C.

- Planning and proposed actions (37 points)
- New products marketed (10 points)

This section must include a list of hotel establishments in the Region of Murcia with which there is direct contracting, and in the event that their number is less than five, the hotel contract plan to be executed must be provided. In the case of not providing this information, this section will be scored with zero points.

**B- Proposal to increase the volume of pax / overnight stays - 30 points**

It will be valued based on the increase in the volume of pax and overnight stays that they are committed to reach in the Region of Murcia during the entire period of duration of the contract, compared to the volume of pax and overnight stays, of the products related to the Region of Murcia, of the last 12 months (complete) from the date of presentation of the proposal, in accordance with the following:

- Increase in the number of estimated pax of the offer (15 points). For the score of this section, the following formula will be applied, with a maximum of 15 points:

$$P = 15 \times \frac{P_o}{P_{max}}$$

Being:

P: Score of the offer of increase of pax presented by each company.



Po: Increase in the number of pax estimated in the offer of each company.

Pmax: Increase in the number of pax estimated by the company that offers the greatest volume.

The increase in the number of pax estimated in the offer of each company must be greater than or equal to: batch 8 (1,800 pax), batch 9 (2,500 pax), batch 10 (4,500 pax), batch 11 (1,800 pax) and batch 12 (2,500 pax); **in case of not fulfilling this condition, it will be excluded from the tender.**

The number of pax obtained must be provided, in relation to products of the Region of Murcia, broken down by months, of the last 12 months (complete) from the date of presentation of the proposal. In the case of not providing this information, this section will be scored with zero points.

- No. of overnight stays (room nights) estimated of the offer (15 points). In order to score this section, the following formula will be applied, with a maximum of 15 points:

$$P = 15 \times \frac{R_m}{R_{max}}$$

Being:

P: Score of the offer of increase of overnight stays (room nights) presented by each company.

Rm: Increase in the number of overnight stays (room nights) estimated in the offer of each company.

Rmax: Increase in the number of overnight stays (room nights) estimated by the company that offers the greatest volume.

The number of room nights obtained must be provided, in relation to products of the Region of Murcia, broken down by months, of the last 12 months (complete) from the date of presentation of the proposal. In the case of not providing this information, this section will be scored with zero points.

## B- Billing increase proposal- 15 points

This section will score with 15 points the increase in turnover in euros in absolute terms, in relation to the sale of products from the Region of Murcia, with respect to the twelve (complete) months prior to the date of submission of this proposal.

For the assessment of the increase of the turnover in absolute terms, the following formula will be used:



Fo

$$P = 15x \text{ -----}$$

Fmax

Being:

P: Score of the increase in billing offered by each company.

Fo: Increased billing (in euros) estimated in the offer of each company.

Fmax: Increase in turnover (in euros) of the company that offers the greatest increase.

Billing must be provided, in relation to products of the Region of Murcia, broken down by months, of the last 12 months (complete) from the date of presentation of the proposal. In the case of not providing this information, this section will be scored with zero points.

### **C- Economic proposal - 6 points**

The quantitatively lowest bid will get the highest score, and the rest of the bids will get their score proportionally. Specifically, the following formula will be applied, with a maximum of 6 points:

OFmin

$$P = 6 x \text{ -----}$$

OF

Being:

P: Score of the economic offer presented by each company.

OFmin: Value of the lowest cheapest offer.

OF: Value of the offer that is being scored.

### **C- Accreditation of environmental management criteria - 2 points**

Taking into account the improvement of the brand image in front of its potential final customer, which implies for the tour operator the commitment in the improvement of environmental actions, in this section it will be valued with 2 points to be in possession of a certificate issued by companies accredited in criteria of environmental management (report on carbon footprint, ISO 14001, EMAS, etc.).

## **11.- AWARD OF THE CONTRACT.**

Maximum number of batches which can be awarded to a bidder:



The number of batches to be awarded to the same bidder is limited, and this bidder can not be awarded more than one batch. In the event that the same bidder has obtained the best score in several batches, the Contracting Committee will attend for its award to that declared in the document of preference that appears as **ANNEX IV** of these specifications.

## **12. DOCUMENTATION TO BE SUBMITTED BY THE BIDDER PROPOSED AS SUCCESSFUL BIDDER.**

The Contracting Committee will require the bidder who has submitted the economically most advantageous bid so that, within a period of ten business days from the next to the one in which he/she received the request, he/she submits the documentation detailed in this section.

**Documents must be provided by means of originals or copies that are authentic in accordance with current legislation.** The authentic copies of a public administrative or private document will be considered to be those made, whatever their support, by the competent bodies of the Public Administration in which the identity of the body that made the copy and its content is guaranteed. Authentic copies will have the same validity and efficacy as the original documents.

**All acts and manifestations of bidding companies** or contractors that have legal effects and are issued throughout the procurement process must be **authenticated by an advanced electronic signature** recognised in accordance with Law 59/2003, of December 19, of electronic signature. The electronic, computerised or telematic means employed must be able to guarantee that the signature complies with the provisions of this rule, in accordance with the provisions of the Sixteenth Additional Provision of the LCSP.

In temporary unions, of both natural and legal persons, each of its components will present the documentation required in this clause, proving their capacity, personality, representation and solvency in the terms provided in article 69 of the LCSP.

**12.1.- If the company proposed as a successful bidder is classified,** it can accredit the representation, the capacity to contract, the technical or professional solvency and the economic and financial solvency, as well as the concurrence or non-concurrence of the prohibitions to contract by means of a certificate in force of the Official Registry of Bidders and Classified Companies, either of the State or of the Autonomous Region of Murcia. This certificate must be accompanied by a deliberate responsible declaration, issued by the legal representative, regarding the non-alteration of the data contained therein.

Likewise, if the awardee is a foreign entrepreneur from a Member State of the European Union or a signatory of the European Economic Area, the accreditation of their capacity, solvency and absence of prohibitions to contract may be carried out:

- Either by means of consultation in the corresponding official list of entrepreneurs authorised to contract established by a Member State of the European Union
- Or by means of the documentation accrediting the aforementioned aspects, which must be presented within the period granted for the presentation of the definitive guarantee.



The classification of the Unions of entrepreneurs will be the result of the accumulation of the classifications of the grouped companies, in accordance with the provisions of article 69.6 of the LCSP, as well as in the development regulations, and other regulatory norms of the classification of business.

**12.2.- Documents accrediting the PERSONALITY AND CAPACITY OF THE ENTREPRENEUR, as well as its representation.**

1. Deed of incorporation or equivalent document, and where appropriate, modification of the statutes that affect the form, the name, the address, or the object. Documents in which the inscription in the Business Register or in any other correspondent should be recorded, when it is compulsory.

2. Power of attorney or equivalent document, or as the case may be, of the appointment of the administrator/s or joint delegate/s or solidary CEOs. Documents in which the inscription in the Business Register or in any other corresponding register should be recorded, when it is compulsory.

3. Authentic copy of the CIF of the company.

4. Authentic copy of the National Identity Card or, as the case may be, the document that takes its place.

5. The capacity to act of non-Spanish entrepreneurs who are nationals of Member States of the European Union or of signatory States of the Agreement on the European Economic Area shall be accredited:

- through the presentation of certification or other documentation evidencing its registration in the registry in accordance with the legislation of the State where they are established (and indicated in Annex I of Royal Decree 1098/2001, of October 12, by which the Regulation of the Public Sector Contracts Law is approved), or
- by sworn statement before a notary or other public notary of the State where they are established, which has an apostille from The Hague.

6. The other foreign entrepreneurs must prove their ability to act with a report from the Permanent Diplomatic Mission of Spain in the corresponding State or from the Consular Office in whose territorial area the company's address is located, in which it is stated, with a prior accreditation of the company, that they are registered in the local professional, commercial or similar registry or, failing that, that they act regularly in local traffic in the scope of the activities to which the purpose of the contract extends.

Likewise, they must accompany the report of the Economic and Commercial Office of Spain abroad, which justifies that the State of origin of the foreign company admits the participation of Spanish companies in the contracting with the public sector entities understandable to be the ones listed in article 3 of the LCSP.



It will not be necessary to submit said reciprocity report in relation to the companies of signatory States of the Agreement on Public Procurement of the World Trade Organisation.

7. If the bidding includes the participation of unions of companies that are temporarily constituted for the purpose, the documents evidencing the capacity to act of each of the companies that compose them, according to the preceding clauses, in the brief of proposition of union, they must indicate the names and circumstances of the companies that sign it, the participation of each one of them, and appoint a single representative of the group with enough powers to exercise the rights and fulfil the obligations derived of the contract. Only in the case that the contract is awarded to the union of companies, they must prove the constitution of the same.

### **12.3.- Documentation in relation to the PROHIBITIONS OF CONTRACTING:**

12.3.1 In the case of Spanish companies, they will have the option of presenting directly, or authorising ITREM, the following documentation:

a.- Positive certificate of being up to date with Social Security obligations.  
b.- Positive certificate of the Tax Agency of the Region of Murcia to be up to date with tax obligations with the Regional Treasury.

c.- Positive certificate from AEAT of being up to date with tax obligations with the State Treasury.

Likewise, Spanish companies will accredit to be registered in the tax registration of the IAE under the heading which is related to the subject of contract which is the purpose of this contract, and to be up to date with the tax obligations derived from it. All of which may be accredited in one of the following ways, as appropriate:

a) Presentation of the registration document, referring to the last current fiscal year, completed with a declaration of responsibility for not having withdrawn from the registration of the aforementioned tax.

b) Submission of a payment receipt of the IAE, referring to the last current fiscal year, completed with a declaration of responsibility for not having withdrawn from the registration of the aforementioned tax.

c) Presentation of the registration document, in a previous exercise, completed with a declaration of responsibility for not being obliged to pay the aforementioned tax and with a responsible declaration of not having been removed from the registration of the aforementioned tax.

d) Presentation of a certification from the State Agency of the Tax Administration, noting that it is currently registered in the corresponding section, completed with a declaration of responsibility for not being obliged to pay the aforementioned tax.

12.3.2.- In the case of companies of the European Union or of signatory States of the Agreement on the European Economic Area

Certificates issued by the competent authorities of the country of origin to be up to date in the payment of their tax and Social Security obligations.

12.3.3.- In the case of foreign companies not belonging to the European Union:



Certificates issued by the competent authorities of the country of origin to be up to date in the payment of their tax and Social Security obligations.

12.3.4.- Express declaration of not being subject to the contracting prohibitions indicated in article 71 of the LCSP, in accordance with the provisions of art. 85 of the LCSP: "*by means of judicial statement or administrative certification, according to the cases. When the said document can not be issued by the competent authority, it may be replaced by a responsible declaration issued before an administrative authority, a notary public or qualified professional body*". The model of Notarial Act of Manifestations is attached as **ANNEX VII**.

In the case of companies of the European Union or of signatory States of the Agreement on the European Economic Area, this declaration must be made before a notary or similar authority in their country, with the corresponding Apostille of The Hague, and translated into Spanish by a sworn translator and interpreter. However, those written in English will be accepted.

In the case of foreign companies not belonging to the European Union, this declaration must be made before a notary, with the corresponding Apostille of The Hague, or before the Permanent Diplomatic Mission of Spain in the corresponding State or the Consular Office in whose territorial area the address of the company is located. It must be provided translated into Spanish by a sworn translator and interpreter. However, those written in English will be accepted.

12.4.- **Documents accrediting the ECONOMIC AND FINANCIAL SOLVENCY.** With regard to the minimum conditions of **economic and financial solvency** of article 87 of the LCSP, in accordance with the provisions of article 74.2 of the aforementioned legal text, the classification of the entrepreneur shall accredit his/her solvency for the conclusion of contracts of the same type as those for which it has been obtained and for whose celebration it is not required to be in possession of it. In another case, the requirement of economic and financial solvency will be accredited by one of the following means indicated below:

a) **Annual volume of business, or annual turnover in the scope** to which the contract refers, referring to the best exercise within the last three available, for an amount equal to or greater than:

- 61,983.46 € if they are proposed as successful bidders of batches 1 and 3.
- € 92,975.20 if they are proposed as successful bidders of batches 2, 4, 5, 6, 7, 8 and 11.
- € 123,966.94 if they are proposed as successful bidders of batches 9 and 12.
- € 216,942.15 if they are proposed as successful bidders of batch 10.

The annual turnover of the bidder **will be certified** by means of:

1. The ANNUAL ACCOUNTS approved and deposited in the Business Register, if the entrepreneur is registered in the said registry, and in the opposite case by those deposited in the official registry in which he/she must be registered.

Individual entrepreneurs not registered in the Business Register will certify their annual turnover through their inventory books and annual accounts legalised by the Business Register.

For these purposes, the bidder proposed as the successful bidder may request the certificate of deposit of the accounts for direct referral to the ITREM to the corresponding Business Register.



In the case of companies of member countries of the European Union or of signatory States of the Agreement on the European Economic Area, the annual accounts approved by the entity will be provided, authenticated by a notary or similar authority of their country.

In the case of the remaining foreign companies, the annual accounts approved by the entity and authenticated by the Permanent Diplomatic Mission of Spain in the corresponding State or the Consular Office in whose territorial area the company's domicile is located will be provided.

2. CERTIFICATE OF NET AMOUNT OF THE BUSINESS NUMBER for the management of the Tax on Economic Activities issued by the AEAT.

b) Proof of the existence of compensation insurance for occupational risks in force until the end of the period for submission of tenders, as well as a renewal or extension commitment that guarantees the maintenance of its coverage throughout the execution of the contract, by amount equal to or greater than:

- € 41,322.31 excluding VAT if they are proposed as successful bidders of batch 1 or 3.  
- € 61,983.47 excluding VAT if they are proposed as successful bidders of batches 2, 4, 5, 6, 7, 8 and 11.

- € 82,644.63 VAT excluded, if they are proposed as successful bidders of batches 9 and 12.  
- € 144,628.10 VAT excluded, if they are proposed as successful bidders of batch 10.

Accreditation of this requirement will be carried out by means of an authentic copy of an insurance policy or certificate issued by the insurer, stating the amounts and risks insured and the expiration date of the insurance, and by means of the binding commitment document of subscription, extension or renewal of insurance.

12.5.- **Documents that certify the TECHNICAL OR PROFESSIONAL SOLVENCY.** It will be accredited by presenting a list of the main services or work performed of the same or similar nature as those that constitute the purpose of the contract, at most the last three years, indicating the amount, dates and the recipient, public or private, of the same, corresponding to the same type or nature as the one to which the purpose of the contract corresponds.

The services or work performed shall be accredited by certificates issued or approved by the competent body, when the recipient is a public sector entity; when the recipient is a private subject, by means of a certificate issued by the latter or, in the absence of this certificate, by means of a declaration by the successful bidder; where appropriate, these certificates will be communicated directly to the contracting body by the competent authority. The minimum requirement to consider this solvency accredited will be that the accumulated annual amount in the year of greater execution is equal to or greater than:

- € 28,925.61 excluding VAT, if they are proposed as successful bidders of batch 1 or 3.  
- € 43,388.42 excluding VAT if they are proposed as successful bidders of batches 2,4, 5, 6, 7, 8, or 11.

- € 57,851.24 VAT excluded, if they are proposed as successful bidders of batch 9 or 12.



- € 101,239.67 VAT excluded, if they are proposed as successful bidders of batch 10.

**12.6.- Declaration of responsibility for the commitment** by the bidder proposed as the successful bidder to dedicate or assign to the execution of the contract the sufficient material and personal means to do so (Article 76.2 of the LCSP).

**12.7- Declaration of responsibility by the bidder proposed as successful bidder indicating, where appropriate, the part of the contract that he/she has the purpose of subcontracting,** indicating the amount and the name or profile of the subcontractors to whom it is entrusted.

12.8- Appointment of the Team Leader, who will maintain regular contact with the person responsible for the contract designated by the ITREM. Likewise, he/she must be identified to the rest of the personnel responsible for the execution of the service.

12.9.- The bidder proposed as the successful bidder must provide a bank entity certificate stating the ownership of the said account.

### **13.- VALIDITY AND FORMALISATION OF THE CONTRACT.**

13.1.- In accordance with the provisions of article 153.3 of the LCSP, the contract may not be formalised before 15 working days from the sending of the notification of the award to the bidders and candidates.

The contracting body will require the successful bidder to formalise the contract within a period not exceeding 5 days from the next to the one in which the request was received, once the term provided in the previous paragraph has elapsed without any appeal being filed that entails the suspension of the formalisation of the contract. At the same time, the successful bidder will sign this Document of Administrative Terms and Conditions and the Document of Technical Specifications, as a sign of acceptance.

13.2.- The document in which the contract is formalised will have an administrative nature.

13.3.- The contract may be formalised in a public deed when requested by the contractor, the expenses derived from its granting being at his/her expense, the first copy of which must be delivered to the contracting body.

13.4.- If for reasons attributable to the successful bidder the contract can not be formalised within the aforementioned period, the amount of 3 percent of the base bidding budget, excluding VAT, will be demanded, as a penalty, which will be paid in the first place against the definitive guarantee, if it had been constituted.

In this case, the contract will be awarded to the next bidder in the order in which the bids have been classified, upon previous presentation of the documents established in clause twelve (12) of this document.

### **14. OBLIGATIONS OF THE CONTRACTOR.**

14.1.- The contractor shall provide the service in strict accordance with the clauses stipulated in the contract and in these administrative clauses, faithfully observing the provisions of the technical specifications, as well as the instructions given by the Technical Management designated by the *Instituto de Turismo de la Región de Murcia*.



14.2.- In accordance with the foregoing, the contractor must have insured their staff against accidents, as well as cover social insurance, taxes and other labour and fiscal obligations provided for in current legislation; the *Instituto de Turismo de la Región de Murcia* declines any possible claim or incident in this sense; likewise, the Civil Liability that may derive from their actions must be covered.

14.3.- The contractor will be responsible for the technical quality of the work carried out and the services provided, as well as the consequences that may be derived for the *Instituto de Turismo de la Región de Murcia* or for third parties from the omissions, errors, inadequate methods or incorrect conclusions in the execution of the contract.

14.4.- The contractor must execute at its expense the corrections of the rejected works for being defective or incorrect.

14.5- The contractor will be responsible for all expenses derived from any action presented in the strategic planning.

14.6.- The contractor shall be obliged to indemnify the damages and losses caused to third parties as a consequence of the operations required by the execution of the contract, without prejudice to the provisions of article 196 of the LCSP.

14.7.- The contract is understood to be at the contractor's risk and venture.

14.8.- The Contracting Authority may request the awardee, at any time, to prove again the persistence of their situation of being up-to-date in complying with tax and Social Security obligations, and a lack of accreditation may be a reason for termination of the contract.

14.9.- Once the contract has been signed, the awardee will present the billing information for the twelve months prior to the signing of the contract. The said data will be classified as confidential in accordance with the provisions of article 133 of the LCSP.

14.10.- The contractor company will appoint a Team Leader who will maintain regular contact with the person in charge of the contract appointed by the *Instituto de Turismo de la Región de Murcia*.

14.11.- The contractor will complete, according to the standardised model that will be provided by ITREM, a Calendar of proposed actions.

**14.12.- SPECIAL CONDITIONS FOR THE EXECUTION OF THE CONTRACT.** In relation to the execution of the contract and in accordance with the provisions of article 202 of the LCSP, it is established as a special condition of execution of the contract the adoption of measures to promote training in the place of work of the technical personnel responsible for the execution of the contract. This aspect must be accredited to the ITREM before the end of the contract, imposing a penalty of 10% of the contract price in case of non-compliance, in accordance with the provisions of art. 192.1 LCSP, which will be effective by discounting the payment of the last of the invoices.

## **15. OBLIGATIONS OF THE CONTRACTING ENTITY.**

15.1.- The contracting entity will appoint a Technical Director of the contract, who will serve as liaison between the contracting body and the contractor for the coordination of the correct execution of the services subject-matter of the contract, which includes, among other aspects:



ensuring compliance with the works purpose of the contract and validating the correct execution of the contract's services as they are carried out.

15.2.- The contracting entity will provide the contractor with all the necessary data and information required for the correct execution of the work purpose of this contract.

15.3.- The contracting entity is obliged to pay the agreed price once the contracted actions have been executed and duly justified and the said actions have been reported in accordance by the Technical Director.

#### **16.- INTELLECTUAL PROPERTY.**

The use of images, audios, logos, trademarks and any other similar element that the *Instituto de Turismo de la Región de Murcia* may assign to the contractor for the execution of this contract, shall be understood to be assigned on a non-exclusive basis, restricted to the geographical area where the contract will be executed and temporarily limited to the period of execution of the same.

#### **17.- MODIFICATION OF THE CONTRACT.**

The contracting body may only introduce amendments to the contract for reasons of public interest in the cases and in the manner provided for in articles 203 to 207 of the LCSP, so that the purpose of the provisions of the Twentieth Additional Provision, section 6 of Law 7/2017, of December 21, of General Budgets of the Autonomous Region of Murcia for the year 2018, causes for modification of this contract will be those that, in its case, should be introduced to enable the objective of budget stability that is set.

In the procedure that is instructed, where appropriate, for the adoption of the modification agreement by the contracting body, the contractor must be given an audience.

The contractor may not introduce any modification in the execution of the contract, unless they have obtained authorisation or express order, in writing, from the contracting authority.

#### **18.- SUBCONTRACTING.**

The contractor may conclude with third parties the partial performance of the provision of the service, with the requirements provided in article 215 of the LCSP. In any case:

- The bidder must indicate in the offer the part of the contract that they plan to subcontract, indicating its amount, and the name or business profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to whom they will entrust its performance.

- The contractor must communicate in writing, after the award of the contract and, at the latest, when the execution of the contract begins, to the contracting authority, their intention to conclude the subcontracts, indicating the part of the service that is intended to be subcontracted and the identity, contact details and representative or legal representatives of the subcontractor, and sufficiently justifying the aptitude of this to execute it by reference to the technical and human elements that it has and its experience, and certifying that it is not subject to a prohibition to contract according to article 71 of the LCSP.



- The main contractor must notify in writing to the contracting authority any modification that this information may suffer during the execution of the main contract, and all the necessary information about the new subcontractors.

The partial benefits that the contractor subcontracts with third parties may not exceed, individually, 90% of the award amount.

Subcontractors shall in no case have direct action against the contracting entity for the obligations contracted with them by the contractor as a consequence of the execution of the main contract and the subcontracts.

#### **19.- ASSIGNMENT OF THE CONTRACT.**

The rights and obligations arising from the contract formalised by virtue of these proceedings can not be assigned to third parties. It will not be understood as an assignment to third parties (and therefore the above will not apply) any case of transformation and/or business integration of the *Instituto de Turismo de la Región de Murcia*, or any transformation or integration of this company within the Public Sector of the Autonomous Region of Murcia. In any of these cases, the entity that assumes the powers related to the activity purpose of this contract will be subrogated automatically in the rights and obligations arising from it.

#### **20.- EXTINCTION OF THE CONTRACT**

The contract is terminated by compliance or by resolution.

##### **20.1. Termination due to compliance with the contract.**

The contract shall be deemed fulfilled by the contractor when the latter has made, in accordance with the terms thereof and to the satisfaction of the ITREM, the entire provision of the service.

##### **20.2 Termination due to contract termination.**

Causes for termination of the contract are the ones provided in article 211 of the LCSP, with the effects set out in article 213.

#### **21.- APPEALS AND COMPETENT JURISDICTION.**

In accordance with article 27 of the LCSP, the contentious-administrative jurisdictional order will be competent to resolve the litigious issues that may arise regarding the preparation, award, effects, compliance and termination of this contract.

The litigious issues that may arise in relation to this procurement will be resolved before the jurisdictional bodies based in the city of Murcia, so it is understood that the contractors renounce their own jurisdiction if it were different from the previous one.

#### **22.- SPECIAL APPEAL IN PROCUREMENT MATTERS.**



In accordance with the provisions of article 44.2 of the LCSP the following actions may be the subject of the special appeal regarding contracting:

- a) The bid announcements, the bidding documents and the contractual documents that establish the conditions that should govern the procurement.
- b) The procedural steps adopted in the award procedure, provided that they directly or indirectly decide on the award, determine the impossibility of continuing the procedure or produce defenselessness or irreparable damage to rights or legitimate interests. In any case, the above circumstances shall be deemed to be present in the acts of the contracting committee or body by which the admission or inadmissibility of candidates or bidders is agreed, or the admission or exclusion of offers, including offers that are excluded for being abnormally low as a result of the application of article 149.
- c) The award agreements.
- d) Modifications based on non-compliance with the provisions of articles 204 and 205 of this Law, on the understanding that the amendment should have been re-adjudicated.
- e) The formalisation of orders to own means in cases where they do not meet the legal requirements.
- f) Concession rescue agreements.

In accordance with the collaboration agreement signed between the Ministry of Finance and Public Administration and the Autonomous Region of Murcia on attribution of competence of Contractual Appeals (BOE no. 280 of November 21, 2012) the Central Administrative Court of Contractual Appeals (hereinafter TACRC) is the competent body for the processing and resolution of appeals, requests for adoption of provisional measures and questions of nullity of the acts of the award procedure and contracts referred to in articles 44, 49 and 39 of the LCSP. The physical address of the Court is Avda. Gral. Perón, 38; 28020-Madrid, with its electronic site being "<http://tribunalcontratos.gob.es>".

The processing of the mentioned appeal will be adjusted to the provisions of articles 44 to 60 of the LCSP.

Against the resolution of the appeal, only the filing of a contentious-administrative appeal will be allowed, in accordance with the provisions of article 10, letters k) and l) of section 1 and article 11, letter f) of section 1 of Law 29/1998, of July 13, regulating the Contentious-Administrative Jurisdiction.

**ANNEXES TO THESE SPECIFICATIONS:**

**Annex I.** - Guidelines for completing the Single European Procurement Document (DEUC).

**Annex II.**- UTE commitment model.

**Annex III.** Model of statement of responsibility for belonging to a group of companies.

**Annex IV.** Model of statement of batch preference.



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Instituto de Turismo de la Región de Murcia

**Annex V.** Model of scope and coverage proposal, billing increase proposal, increase in pax / overnight stays volume.

**Annex VI.** Model of economic proposal.

**Annex VII.** Model of statement minutes before a Notary.

Murcia, on the date of the electronic signature

Manuel Fernández-Delgado Tomás

DIRECTOR-GENERAL OF THE *INSTITUTO DE TURISMO DE LA REGIÓN DE MURCIA*.



**ANNEX I GUIDELINES TO COMPLETE THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD).**

1. Please download the file DEUC.xml available in the profile of the contracting entity of the *Instituto de Turismo de la Región de Murcia*, within the section of the award announcement.
2. Click on the following link: <https://ec.europa.eu/growth/tools-databases/esp/>
3. Select the Spanish language.
4. Select the option "I am an economic operator".
5. Select the option "import an ESPD".
6. Load the file DEUC.xml which has been previously downloaded (step 1).
7. Select country and click on "forward".
8. Complete the sections of the corresponding ESPD (parts II, III, IV, V and VI).
9. Print and sign the document.
10. This document, duly completed and signed, must be submitted together with the rest of documents of the tender in accordance with the provisions of the documents governing the announcement and within the term which is established in it.
11. If the contract includes several batches, a different statement must be completed for each batch.
12. If the participation in the tender is carried out grouped in an UTE, a different document for each company constituting the UTE must be completed.
13. If the bidder certifies the required solvency to celebrate the contract based in solvency and means of other entities, regardless of their legal nature with respect to those, both the bidding company and the company whose means are appointed must complete their respective document.

The Recommendation of the Advisory Board of Administrative Procurement on the use of the European Single Procurement Document provided for in the new public procurement Directive is available, published in the *Boletín Oficial del Estado* or Spanish Official Journal No. 85 of Friday 8 April 2016 (Sec. III. Page 24845) in the following link: <http://www.boe.es/boe/dias/2016/04/08/pdfs/BOE-A-2016-3392.pdf>



**ANNEX II**

**MODEL OF COMMITMENT OF FORMALISATION OF TEMPORARY UNION OF COMPANIES**

*(To be used in paper with letterhead of the company)*

| Mr/Mrs....., with DNI/NIF no..... in his/her own name (for a natural person), or as a representative of the company.....CIF.....as....., to participate in this procurement.

| Mr/Mrs....., with DNI/NIF no..... in his/her own name (for a natural person), or as a representative of the company.....CIF.....as....., to participate in this procurement.

**DECLARE**

1.- They are committed in the name of the companies..... and....., jointly and mutually, to implement **'MARKETING ACTIONS FOR TOURIST PRODUCTS OF THE REGION OF MURCIA'**.

2.- Likewise, they commit, if they result to be the successful bidders, to constitute a Temporary Union of Companies (UTE).

3.- The participation of each of the companies in the UTE is as follows:

- ..... %
- ..... %

4.- They name Mr..... so that, during the course of the contract, he carries out whole representation of the UTE; and its address for notifications will be.....

*(Place, date, signature and seal of the participants' company)*

**To the Director-General of the *Instituto de Turismo de la Región de Murcia***



**ANNEX III**

**MODEL OF STATEMENT OF RESPONSIBILITY FOR MEMBERSHIP OF A GROUP OF COMPANIES**

*(To be used in paper with letterhead of the company)*

Mr/Mrs....., with DNI/NIF no..... in his/her own name (for a natural person), or as a representative of the company.....CIF.....as  
 ....., to participate in the procurement of **'MARKETING ACTIONS FOR TOURIST PRODUCTS OF THE REGION OF MURCIA'**

**DECLARES**

- That the company I represent is part of the group of companies....., in accordance with the provisions of article 42.1 of the Commercial Code, and the submission to this tender is competing with the following companies belonging to the same group:
- That the company I represent is part of the group of companies....., in accordance with the provisions of article 42.1 of the Commercial Code, and it submits to this tender not competing with other companies which belong to the same group.
- That the company I represent is not part of any group of companies, in accordance with the provisions of article 42.1 of the Commercial Code.

*(Place, date, signature and seal of the company)*

*(Please indicate the appropriate box with an X)*

**To the Director-General of the *Instituto de Turismo de la Región de Murcia***



#### ANNEX IV

#### STATEMENT OF BATCH PREFERENCE

Mr/Mrs....., with DNI/NIF no..... in his/her own name (for a natural person), or as a representative of the company.....CIF.....as....., to participate in the procurement of **'MARKETING ACTIONS FOR TOURIST PRODUCTS OF THE REGION OF MURCIA'**

#### DECLARES

That, in the case of being proposed as successful bidder of more than one batch, the preference order for the award should be in accordance with the order indicated below:

To the Director-General of the *Instituto de Turismo de la Región de Murcia*



**ANNEX V. MODEL OF SCOPE AND COVERAGE PROPOSAL, PROPOSAL OF INVOICING INCREASE, INCREASE OF THE VOLUME OF PAX / OVERNIGHT STAYS.**

**(Please fill in an Annex V document for each of the batches of participation)**

Mr/Mrs....., with DNI/NIF no..... in his/her own name (for a natural person), or as a representative of the company.....CIF.....as....., to participate in the procurement of **‘MARKETING ACTIONS FOR TOURIST PRODUCTS OF THE REGION OF MURCIA’**

**DECLARES**

**BATCH** \_\_\_\_\_

**ANNEX BATCHES 1,2,3 AND 4**

It is mandatory to fill in all boxes

SCOPE AND COVERAGE	
No. of clicks	
No. of printings	

INVOICING INCREASE PROPOSAL	
Invoicing increase (detailed in euros)*	

**ANNEX BATCHES 5, 6, 7, 8, 9 10, 11 AND 12**

VOLUME OF PASSENGERS/OVERNIGHT STAYS	
Increase in the no. of passengers*	
Increase in the no. of overnight stays *	

INVOICING INCREASE PROPOSAL	
Invoicing increase (detailed in euros)*	

\* The estimated increase during the 12 months of duration of the contract must be indicated, comparing with the 12 (whole) months which are previous to the date of submission of the offer. Bidders must indicate the information they consider to be confidential, as the case may be.

**To the Director-General of the *Instituto de Turismo de la Región de Murcia***

**ANNEX VI**

(NOTICE: To be signed in a private document by the legal representative of bidders being legal entities or, after the relevant adaptations, by bidders being natural persons).

**MODEL OF ECONOMIC PROPOSAL**

**BATCH** \_\_\_\_\_



Mr/Mrs....., with DNI no. ...., domiciled in  
 ....., province ....., street .....,  
 number ....., floor ....., zip code....., in the name and representation of  
 ....., with CIF no. ...., domiciled in  
 ....., province ....., street .....,  
 number ....., floor ....., with telephone no....., and electronic address for  
 notifications: .....

Being informed of the conditions and requirements to participate in the negotiated procedure for the procurement of **'MARKETING ACTIONS FOR TOURIST PRODUCTS OF THE REGION OF MURCIA'**, he/she considers that he/she is able to participate as a bidder in the aforementioned procedure and, for this purpose,

DECLARES

That he/she is informed about the document of administrative clauses and the document of technical specifications governing the aforesaid procurement and accepts unreservedly all their clauses and provisions, that he/she meets all and each of the conditions required by those to contract, not being included in any of the circumstances that, according to the current legislation, could exclude him/her from the aforementioned procurement, and that he/she commits in the name of ..... (own name or name of the natural person who is represented) to perform the subject-matter of the aforesaid contract, with strict observance of the detailed requirements and conditions, for the price below: (please indicate in letters and numbers)

Amount: ..... EUROS (.....'..... €), (I)  
 VAT (21%): ..... EUROS (.....'..... €), (II)  
 Total: ..... EUROS (.....'..... €) (III = I + II)

Those prices include any tax or cost to be applied to this contract, excluding VAT which appears as a separate item.

(Place, date, seal and signature)

**To the Director-General of the *Instituto de Turismo de la Región de Murcia***



**ANNEX VII**

(NOTICE: To be granted before a notary public only by the successful bidder)

**MODEL OF ACT OF STATEMENTS BEFORE A NOTARY PUBLIC**

Before myself,.....

APPEARS

Mr/Mrs....., of legal age, residing in .....,  
 domiciled in ....., with DNI .....

I identify the party who appears by means of DNI (identity card) which is shown to me and returned to owner afterwards.

**ACTS**

On behalf of and representing.....,  
 domiciled in....., with CIF/NIF ....., etc.

**REQUIRES**

Myself,....., so that I raise an official document with the following statements which he/she verbally makes in my presence, in the intervening concept:

**DECLARES UNDER HIS/HER RESPONSIBILITY:**

That in the legal entity represented herein, or in its organs of government, management or administration, there is no presence of any of the circumstances that prevent them from contracting with the Public Sector, provided in article 71 of Law 9/2017, of November 8, of Contracts of the Public Sector, taking into account that the prohibitions of contracting also affect those companies of which, by reason of the persons that govern them or of other circumstances, it can be presumed that they are continuation or that they derive, by transformation, fusion or succession, from other companies in which they had concurred.

These circumstances are detailed below:

- a) Having been convicted by a final judgement for offenses of terrorism, constitution or integration of a criminal organisation or group, illegal association, illegal financing of political parties, trafficking with human beings, corruption in business, influence peddling, bribery, fraud, crimes against the Public Treasury and Social Security, crimes against the rights of workers, prevarication, embezzlement, negotiations prohibited to officials, money laundering, crimes related to the planning of the territory and urban planning, the protection of historical heritage and the environment, or the penalty of special disqualification for the exercise of profession, trade, industry or commerce. The prohibition to contract will reach the legal entities that are declared criminally responsible, and those whose administrators or representatives, in fact or de jure, being their position or representation in force and until their cessation, are in the situation mentioned in this section.



b) Having been sanctioned on a firm basis for serious infringement in professional matters that jeopardize their integrity, of market discipline, distortion of competition, labour integration and equal opportunities and non-discrimination of persons with disabilities, or of foreign countries, in accordance with the provisions of current regulations; or for very serious infringement in environmental matters in accordance with the provisions of current legislation, or for very serious infringement in labour or social matters, in accordance with the provisions of the revised text of the Law on Infractions and Sanctions in the Social Order, approved by Royal Legislative Decree 5/2000, of August 4, as well as for the serious infraction provided for in article 22.2 of the aforementioned text.

c) Having requested the voluntary bankruptcy declaration, having been declared insolvent in any proceeding, having been declared bankrupt, unless an agreement has been effective or a file of extrajudicial payment agreement has been initiated, being subject to judicial intervention or having been disqualified pursuant to Law 22/2003, of July 9, Bankruptcy, without having concluded the disqualification period set in the judgement of qualification of the bankrupt.

d) Not being up-to-date in complying with the tax or Social Security obligations imposed by the current provisions, in the terms that are determined by regulation; or in the case of companies of 50 or more workers, not meeting the requirement that at least 2 percent of their employees must be workers with disabilities, in accordance with article 42 of Legislative Royal Decree 1/2013, of November 29, which approves the revised text of the General Law on the rights of persons with disabilities and their social inclusion, under the conditions that are determined by regulation; or in the case of companies with more than 250 workers, not complying with the obligation to have an equality plan in accordance with the provisions of article 45 of the Organic Law 3/2007, of March 22, for the equality of women and men.

In relation to the fulfillment of their tax obligations or with the Social Security, the companies will be considered to be up-to-date in the same when the debts are postponed, fractioned or their suspension has been agreed on the occasion of the challenge of such debts. For these purposes, it authorises the *Instituto de Turismo de la Región de Murcia*, to obtain from the Competent Public Administrations, if it deems it appropriate, as many data as may be appropriate to verify compliance with said obligations.

e) Having committed falsehood when making the responsible declaration referred to in article 140 or when providing any other information related to its capacity and solvency, or having failed to fulfil, due to causes attributable to it, the obligation to communicate the information provided in article 82.4 and article 343.1.

f) Being affected by a prohibition to contract imposed by virtue of a firm administrative sanction, in accordance with the provisions of Law 38/2003, of November 17, General of Subsidies, or of Law 58/2003, of December 17, General Tax.

The present cause of prohibition of contracting shall cease to apply when the contracting authority, in application of the provisions of article 72.1, verifies that the company has fulfilled its payment obligations or entered into a binding agreement with a view to paying the amounts owed, including, if it is the case, the accrued interest or fines imposed.



g) The natural person or the administrators of the legal entity incur in any of the cases of Law 3/2015, of March 30, regulating the exercise of the high position of the General State Administration or the respective rules of the Autonomous Regions, of the Law 53/1984, of December 26, of Incompatibilities of the Personnel in the Service of the Public Administration or being any of the elective positions regulated in the Organic Law 5/1985, of June 19, of the General Electoral Regime, in the terms established in it.

The prohibition will reach the legal persons in whose capital, in the terms and amounts established in the aforementioned legislation, the personnel and the high positions referred to in the previous paragraph participate, as well as the positions elected to serve them.

The prohibition also extends, in both cases, to the spouses, persons related to analogous relationship of affective coexistence, ascendants and descendants, as well as to relatives in the second degree by consanguinity or affinity of the persons referred to in the previous paragraphs, when there is a conflict of interest with the owner of the contracting body or the holders of the bodies in which the power to contract has been delegated or those exercising the substitution of the former.

h) Having contracted persons with respect to whom it has been published in the *Boletín Oficial del Estado* the non-compliance referred to in article 15.1 of Law 3/2015, of March 30, regulating the exercise of the high office of the General Administration of the State or in the respective regulations of the Autonomous Regions, for having started to provide services in companies or private societies directly related to the responsibilities of the position held during the two years following the date of cessation in the same. The contracting prohibition will be maintained during the time that the contracted person stays within the organisation of the company with the maximum limit of two years from the time of leaving as a senior official.

i) To have unduly withdrawn his/her proposal or candidacy in an award procedure, or to have rendered it impossible to award the contract in his/her favour for failing to comply with the provisions of section 2 of article 150 within the period indicated by intent, fault or negligence.

j) To have stopped formalising the contract, which has been awarded in his favour, within the deadlines set forth in article 153 for reasons attributable to the successful bidder.

k) Failure to comply with the clauses that are essential in the contract, including the special execution conditions established in accordance with the provisions of article 202, when such breach has been defined in the document specifications or in the contract as a serious infringement, concurring with intent, fault or negligence in the entrepreneur, and whenever it has led to the imposition of penalties or compensation for damages.

l) Having given rise, for reasons of which they would have been found guilty, to the final resolution of any contract concluded with an entity included in article 3 of this Law.