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CONTRACTING ADVERTISING SERVICE FOR THE DESTINATION NAVARRE AS AN ECONOMIC AND TOURIST HUB BASED ON ITS DIRECT NATIONAL AND INTERNATIONAL AIR CONNECTIVITY THROUGH AN ADVERTISING SPONSORSHIP

OPEN PROCEDURE

(This document, which is provided for information purposes, is an English translation of the Terms and Conditions, and Technical Specifications, originally drafted in Spanish, in case there is any discrepancy between the texts, the Spanish-language version shall prevail)

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SPECIFIC TERMS AND CONDITIONS

CONTRACTING ADVERTISING SERVICE FOR THE DESTINATION NAVARRE AS AN ECONOMIC AND TOURIST HUB BASED ON ITS DIRECT NATIONAL AND INTERNATIONAL AIR CONNECTIVITY THROUGH AN ADVERTISING SPONSORSHIP

CHAPTER I: GENERAL PROVISIONS

1. OBJECT OF THE CONTRACT

1.1. These terms and conditions establish the conditions that will govern the sponsorship contract between the Department of Culture, Sport and Tourism, and airlines which includes advertising and marketing services for the promotion of Navarre as a tourist destination and economic hub in national and international markets, using the supports and media available to airlines.

1.2. The technical characteristics of this work are set out in the Technical Specifications which are part of the procurement specifications.

1.3. Given the object of the contract, and the services provided for therein, the code according to the classifications of the Common Procurement Vocabulary (CPV) in accordance with Commission Regulation (EC) No. 213/2008 of 28 November 2007 is:

79341500 Aerial advertising services.

2. CONTRACTING AUTHORITY AND CONTRACT MANAGEMENT UNIT

The awarding authority for this tender is the Administration of the Autonomous Community of Navarre, the contracting authority being the Director General of Tourism, in exercise of the powers conferred on him/her by article 32 of Regional Act 11/2019 of 11 of March on the Administration of the Autonomous Community of Navarre and the Regional Institutional Public Sector, and by Regional Decree 256/2023 of 15 November establishing the organisational structure of the Department of Culture, Sport and Tourism.

The contract will be drafted under the control and responsibility of the Tourism Marketing and Product Service, which will act as the unit managing the contract.

3. LEGAL REGIME

3.1. The sponsorship contract is classified as a private contract. In accordance with Article 34.1 of Regional Act 2/2018 of 13 April on Public Contracts (hereinafter, LFCP), regarding its drafting and award, in the absence of specific administrative rules, the contract is governed by the aforementioned regional act and its implementing provisions, and as regards its effects and termination, by the rules of private law.

4. DIVISION INTO LOTS AND RESERVED CONTRACT STATUS

4.1. The sponsorship tender is divided into four lots:

Lot 1: Air connectivity with London, Rome or Milan.

Lot 2: Air connectivity with Frankfurt or Munich.

Lot 3: Air connectivity with Seville or Malaga.

Lot 4: Air connectivity with Barcelona.

4.2. There is no limit on the number of lots for which the same bidder may submit a bid and there is no limit on the award of lots to the same bidder. **No bidder may submit more than one bid per lot but may bid for one, several or all of the lots.**

Each bidder may only submit one single bid for each lot. Any bidder that submits more than one bid for the same lot will be excluded from the process. That is, different versions or alternatives of the same bid must not be submitted. No bidder may bid for the same lot in conjunction with other bidders if it has done so individually nor appear in more than one such joint bids.

Full contract bids may not be submitted. Those bidders that wish to opt for the award of the 4 lots must submit one individual bid for each lot they wish to opt for and must not submit a single, full-contract bid for all 4 lots.

4.3. This contract is not classified as a "reserved contract" limited to the participation of Special Non-Profit Employment Centres, Special Social Initiative Employment Centres or Integration Enterprises according to article 36 of the LFCP because the services to be procured are not suited to the peculiarities of such entities.

5. TENDER CEILING AND ESTIMATED CONTRACT VALUE

5.1. According to article 42.2 of Regional Act 2/2018 of April 13 on Public Contracts (hereinafter, LFCP), the tender ceiling is calculated in an amount sufficient to cover the direct costs that the successful bidder will incur, including labour costs, indirect costs and overheads, and a margin or profit for the entire duration of the contract.

The **tender ceiling is 3,305,785.12 euros (excluding VAT),** the breakdown for each lot being as follows:

Lot 1: Tourist Market: London, Rome or Milan			
Year	**Amount excluding VAT**	**VAT**	**Total**
2026	€330,578.51	€69,421.49	€400,000.00
2027	€305,785.12	€64,214.88	€370,000.00
2028	€305,785.12	€64,214.88	€370,000.00
Total	€942,148.76	€197,851.24	€1,140,000.00

Lot 2: Tourist Market: Frankfurt or Munich			
Year	**Amount excluding VAT**	**VAT**	**Total**
2026	€314,049.59	€65,950.41	€380,000.00
2027	€289,256.20	€60,743.80	€350,000.00
2028	€289,256.20	€60,743.80	€350,000.00
Total	€892,561.98	€187,438.02	€1,080,000.00

Lot 3: Tourist Market: Malaga or Seville			
Year	**Amount excluding VAT**	**VAT**	**Total**
2026	€264,462.81	€55,537.19	€320,000.00
2027	€247,933.88	€52,066.12	€300,000.00

2028	€247,933.88	€52,066.12	€300,000.00
Total	€760,330.58	€159,669.42	€920,000.00

Lot 4: Tourist Market: Barcelona			
Year	**Amount excluding VAT**	**VAT**	**Total**
2026	€247,933.88	€52,066.12	€300,000.00
2027	€231,404.96	€48,595.04	€280,000.00
2028	€231,404.96	€48,595.04	€280,000.00
Total	€710,743.80	€149,256.20	€860,000.00

Those bids whose economic component exceeds said ceilings will be rejected.

5.2. **The estimated value of the four lots is 3,305,785.12 euros (excluding VAT), 4,000,000 euros (including VAT).**

This estimate of the value of the contract does not imply any commitment of expenditure.

Likewise, it should be noted that only those services actually provided by the contractor will generate an obligation to pay.

5.3. The estimated value has been calculated in accordance with article 42 of the LFCP, taking into account the estimated amount of the return on advertising investment to be made during the contract term.

The price has been calculated at a flat rate based on market prices according to tenders of similar characteristics.

Considering that the economic value of the sponsorship must reflect the benefits obtained in terms of visibility, publicity and reputation of Navarre as a tourist destination and economic hub, **the value of the advertising actions included in the sponsorship contract is estimated at €4,000,000 for the three years contemplated.**

The purpose of the contract is to maximise profitability in terms of recognition and media impact, so a wide-reaching communication strategy and effective segmentation have been prioritised to optimise the investment made, this valuation, taking into account the economic reality of the sector, supporting the profitability of the sponsorship and its contribution to the promotion of Navarre in strategic national and international markets with the arrival of travellers by air to the regional airport.

5.4. The proposed expenditure, 4,000,000 euros, including VAT, is within the limits of the multi-annual expenditure authorised by the Government of Navarre Agreement authorising the Director General of Tourism to enter into this contract and acquire the corresponding multi-annual expenditure commitment, in accordance with the following budgetary allocation:

- 1,400,000 euros, including VAT, charged to item A30002 A3200 2262432103 "Aerial Advertising and Promotion Services" or equivalent specified in the expenditure budget for the year 2026.
- 1,300,000 euros, including VAT, charged to item A30002 A3200 2262432103 "Aerial Advertising and Promotion Services" or equivalent specified in the expenditure budget for the year 2027.

— 1,300,000 euros, including VAT, charged to item A30002 A3200 2262432103 "Aerial Advertising and Promotion Services" or equivalent specified in the expenditure budget for the year 2028.

5.5. Price review does not apply.

6. TERM OF PERFORMANCE

6.1. The duration of the contract will be from 1 January 2026, or if applicable from the execution of the contract, until 31 December 2028.

6.2. When the contract has been executed, the successful bidder must implement the necessary actions for the correct performance of the marketing and sponsorship actions in such a way that the awarded flights begin to operate on 1 April 2026 at the latest. These activities may include but are not limited to:

- Advance ticket sales.
- Online campaign design.
- Rental of advertising space in airports.
- Aircraft signage (if applicable).
- Preparation of magazines (if applicable).

6.3. The term for performance of the contract may not be extended when it expires.

7. AWARD AND PROCESSING PROCEDURE

7.1. The procedure for awarding this contract will be the open procedure which, in accordance with Article 72 of the LFCP, is that in which any interested professional or enterprise may submit their bids.

7.2. The file is processed in advance and its award is conditional on the existence of adequate and sufficient credit to fund the obligations derived from the contract during the years 2026, 2027 and 2028.

8. CAPACITY TO ENTER INTO CONTRACTS

8.1. Participation in the bidding process is open to natural or legal persons, Spanish or foreign, that have full capacity to act, are not subject to any of the prohibitions or incompatibilities to enter into contracts, do not have conflicting interests and can furnish proof of sufficient economic and financial, and technical or professional capacity to perform the contractual service required.

8.2. The circumstances indicated must exist on the final date for the submission of bids and still exist at the time of execution of the contract.

8.3. The contracting authority may enter into contracts with joint ventures or partnerships. Said participation will be implemented by submitting the documentation indicated in article 13 of the LFCP, which must be provided in envelope No. 1. Likewise, when the constitution of a joint venture is envisaged, a commitment to constitute said joint venture in the event of the contract being awarded must be provided.

9. ELIGIBLE ENTERPRISES

The bidder must be legally established and authorised as a passenger air transport company in the territory of the European Union, operating, from the date of submission of the bids, and until the end of the contract covered by this tender, scheduled flights whose destination or origin is Spanish territory.

10. ECONOMIC AND FINANCIAL CAPACITY

10.1. Proof of economic and financial capacity will be furnished by the bidder in whose favour the award proposal is made within the period indicated in clause 20 by means of a declaration on the annual turnover of the enterprise in the annual accounts referring to the best year within the last three available (2022, 2023 and 2024), depending on the date of creation or start of the business activity of the bidder, for an amount equal to or greater than one and a half times the estimated value of the contract.

This criterion shall apply in relation to each individual lot.

10.2. Should for a justified reason the bidder be unable to provide the references requested, it may furnish proof of its economic and financial capacity by means of any other document which the contracting authority considers appropriate, in accordance with the provisions of article 16.4 of the LFCP.

10.3. Enterprises that apply for more than one lot must furnish proof of their economic and financial capacity by demonstrating compliance with the accumulated values of the total number of lots.

11. TECHNICAL OR PROFESSIONAL CAPACITY

11.1. The bidders must have sufficient experience and expertise in providing this type of service to ensure an adequate quality of service.

11.2. Technical capacity will be proven by the bidder in whose favour the award proposal is made within the period indicated in clause 20 by submitting a list certified by those enterprises or entities that have been provided with services of the same nature in the last three years (2022, 2023, 2024) in which the names of the contracts, the annual and total amounts, the start and end dates, and the public or private recipients, with express mention of satisfactory performance, are indicated. Neither the proof furnished by the bidder nor proof by means of certificates in which the aforementioned points are not included will be accepted as valid.

To understand that the bidder has the sufficient technical capacity to provide the service, it must furnish proof that it has performed one or more contracts, the amount of which, as an annual calculation, is one and a half times the estimated value of the lot for which the bid is made in the last three years (2022, 2023, 2024).

11.3. When proof of capacity is furnished through subcontracting, the bidder must provide a document which furnishes proof of the existence of a formal undertaking with the subcontractors for the performance of the contract and, in this case, the capacity all of these. Likewise, the bidder must furnish proof that the subcontractors have the means necessary to perform the contract in the form and under the conditions set forth in articles 16 and 17 of the Regional Act on Contracts.

12. REUSE OF DOCUMENTATION PROVING FITNESS FOR CONTRACTS

Any documentation providing proof of the legal capacity, representation, economic, financial and technical or professional capacity, and the eligibility of enterprises or professionals already in the possession of the contracting authority (because it was submitted by the bidder as part of a previous procedure which it won) may be reused, provided that the circumstances proven have not changed and three years have not elapsed since the award of the previous procedure.

The reuse of documentation will be applicable within the scope of each contracting authority. Such reuse will be requested by the bidder at the time of submission of a bid or request to participate, indicating the previous procedure which it won and the documentation of which it intends to reuse, stating that the circumstances proven remain in force.

When the documentation to be reused has been examined, if it is considered incorrect or insufficient, the bidder will be required to rectify it, in accordance with the provisions of article 51.2 of the LFCP.

13. CONTRACT AWARD COMMITTEE

13.1. In accordance with the provisions of article 50 of the LFCP, a Contract Award Committee will be constituted, consisting of the following persons:

- Chair: Patxi Sáenz Lazcano, Director of the Tourism Marketing and Product Service; and, as alternate, Alberto Ecay Pagoto, Director of the Sustainable Territorial Development of Tourism Service.
- Member: Amagoia Betelu Aldaz, Head of the Tourism Product and Competitiveness Section; and, as alternate, Mª Carmen Oña Rupérez, Tourism enterprise and activities technician.
- Member: Javier Solano Marzo, Director of the Communication Service of the Directorate General of Communication and Institutional Outreach; and, as alternate, Ignacio Catalán, Director of the Institutional Outreach and Navarre Brand Service.
- Member: Miguel Ángel Jiménez Cisneros, Head of the Mobility, Logistics and Transport Section in the Directorate General of Transport and Sustainable Mobility; and, as alternate, Óscar Molviedro Barea, Head of the Calls and Cards Office.
- Member: Beatriz Barber Zugaldía, Deputy Comptroller in the Department of Culture, Sport and Tourism; and, as alternate, Fernando Hipólito Ojeda, Deputy Comptroller in the Department of Economy and Finance.
- Member-Secretary: Begoña López de Goicoechea Guembe, Head of the Legal Regime Section of the General Technical Secretariat of the Department of Culture, Sport and Tourism; and, as alternate, Juan Carlos Orenes Ruiz, Technical General Secretary of the Department of Culture, Sport and Tourism.

13.2. Those who are part of the Contract Award Committee will be subject to the causes of abstention or objection established in the legislation regulating administrative procedure and must expressly state the absence of causes of a financial, economic or personal interest that compromise their impartiality and independence in the context of

the contracting procedure. Each member of the Contract Award Committee's declaration of no conflicting interests will be kept in the file for the procedure.

13.3. The Contract Award Committee may perform its functions by distributing the tasks with which it is charged among those who make it up according to their technical specialisation and expertise, it not being necessary that all or part of those comprising the Committee physically or virtually attend in order for the tasks to be performed. It will be the role of the Chair of the Committee to assign tasks to one or more of those who comprise it, informing all its members as to this decision.

All actions carried out individually by one or more of those comprising the Committee will be subject to the criteria of all its members, who must approve them simultaneously or successively.

CHAPTER II: AWARD PROCEDURE

14. INFORMATION ABOUT THE TENDER

The tender notice will be published on the **Navarre Procurement Portal and also in the Official Journal of the European Union** in accordance with Articles 88 and 89 of the LFCP. Information relating to the call for tender, including the legal specifications and complementary documentation, where appropriate, will be provided. All the documentation needed in order to submit a bid will be available by electronic means from the day on which the announcement is published.

Interested parties may request additional information on the specifications and other complementary documentation through Navarre's Electronic Tender Platform (PLENA), and will obtain it through the Procurement Portal within 5 calendar days of requesting it in accordance with the provisions of article 49 of the LFCP.

A request for information made within the last 3 days of the period for the submission of bids shall not require the extension of that deadline.

15. CONFIDENTIALITY OF BIDS

The bidding enterprise may expressly designate technical or commercial information included in its bid as confidential because it is part of its business strategy and, in particular, because it contains technical or commercial secrets. In all events, no declaration of confidentiality must prejudice compliance with the obligations of transparency, publicity and information which must be placed upon each participant.

Bidders must not extend a declaration of confidentiality to their entire bid.

When a bid does not expressly state anything in this regard, it will be understood that it does not contain information of a confidential nature.

The contracting authority will proceed with respect to the confidentiality and secrecy of the bids submitted in accordance with the provisions of Article 54 of the LFCP.

16. SUBMISSION OF BIDS

16.1. Proposals will be submitted in accordance with Article 95 of the LFCP through Navarre's Electronic Tender Platform (PLENA), access to which will be made available in

the tender notice on the Navarre Procurement Portal (www.contrataciones.navarra.es) in accordance with the provisions of the following paragraphs.

Likewise, all communications and other relevant procedural formalities with the interested parties will be carried out through PLENA.

The deadline for submitting bids will be set in the tender notice on the Navarre Procurement Portal and will be at least 30 calendar days from the date on which the notice is sent to the Official Journal of the European Union.

The submission of bids implies the bidder's unconditional acceptance of the clauses of these Terms and Conditions, the declaration on honour of the accuracy of all the data presented and compliance with each and every one of the conditions required to participate in the tender.

Misrepresentation when making the declaration on honour referred to in clause 17.3 or when providing any other data relating to capacity or failing, for reasons attributable to the bidder, in the obligation to communicate information that limits the validity of the certificate accrediting the personality and representation of the enterprise registered in the Navarre Voluntary Register of Bidders, will lead, in addition to facing any liability which may arise, to the application of the provisions of article 22 of the LFCP.

16.2. How to submit bids

Bidders must follow the procedures required by Navarre's Electronic Tender Platform (PLENA) for the submission of bids.

When the bidding enterprise completes its bid, a footprint - cryptographic summary - of the content of the bid will be generated, serving as proof of the bid. If a bidder has problems submitting its bid in PLENA (for these purposes, you are informed that the more MB a bid occupies, the longer it may take to complete submission, regardless of other possible circumstances, such as a slower data upload speed due to connection quality or others), if the footprint - cryptographic summary - is sent to the contracting authority by email to the contact address specified in the Procurement Portal within the time limit for the submission of bids, a further 24 hours will be made available to receive the complete bid through PLENA and consider the submission process completed. A request for participation will not be accepted if it is received after the time limit set in the tender notice unless this requirement is met.

If when opening the envelopes, a submission after the deadline is detected regarding which a footprint has been received, the footprint will be checked. If the footprint matches and the date of receipt is within the extra 24 hours, the bid will be considered valid and will be opened.

If, on the other hand, the footprint does not match or the bid was received after the extra 24-hour period, the bid will be excluded and its contents will never be opened.

If a bid is submitted after the deadline and the bidding enterprise or entity alleges technical problems with the submission process, a check will be made to see whether there were technical problems on the Platform at the time the bid was submitted. The bid submitted will only be accepted if there was a technical incident affecting the normal operation of the Platform.

Lack of knowledge on the part of the bidder or technical problems unrelated to the Platform will not justify the late submission of a bid and the bid will be excluded.

From the tender notice on the Procurement Portal, access is available to Navarre's Electronic Tender Platform (PLENA) area, where anyone interested in the tender can

download a desktop application from which bids can be prepared and submitted using a digital envelope.

The bids are encrypted on the desktop of the bidder using standard encryption mechanisms and, once submitted, are deposited in the secure repository.

The offer must be signed using a recognised electronic signature, validly issued by a Certification Services Provider, which guarantees the identity and integrity of the document, the bid and all the documents associated with it in accordance with the provisions of Act 59/2003 of 19 December on electronic signatures and other provisions concerning electronic public procurement.

The permitted size of each individual file attached in the electronic bid is 50 MB. The total permitted size of the bid, with all the documents that form it, is a maximum of 100 MB. PLENA does not set any limit on the number of files that can be attached to a bid.

The formats supported by PLENA for the documents attached in the submission of a bid are those commonly used (doc, docx, xls, xlsx, ppt, pptx, rtf, sxw, abw, pdf, jpg, bmp, tiff, tif, odt, ods, odp, odi, dwg, zip.), and, as an alternative method, files in other formats can be attached in compressed files (ZIP).

In the event of disagreement between the objective values entered in the forms on the platform and the annexed documents that support each criterion, the documents and annexes signed electronically by the bidding entity or enterprise or whoever has power of representation shall prevail.

16.3. Contents of the bids.

Bids must be submitted in accordance with the structure established for this tender in PLENA and will contain 3 envelopes, identified as:

Envelope No. 1. "**General documentation"** for contracting an advertising service for the destination Navarre as an economic and tourist hub based on its direct national and international air connectivity through an advertising sponsorship (**MAY BE SUBMITTED ONLY ONCE IF BIDS ARE MADE FOR MORE THAN ONE LOT).**

Envelope No. 2. "Technical proposal (qualitative criteria): Advertising sponsorship plan" Documentation relating to the **qualitative criteria** for contracting an advertising service for the destination Navarre as an economic and tourist hub based on its direct national and international air connectivity through an advertising sponsorship (**ONE ENVELOPE TO BE SUBMITTED FOR EACH OF THE LOTS FOR WHICH A BID IS MADE)**.

Envelope No. 3. Economic bid and criteria quantifiable through formulas" for contracting an advertising service for the destination Navarre as an economic and tourist hub based on its direct national and international air connectivity through an advertising sponsorship (**ONE ENVELOPE TO BE SUBMITTED FOR EACH OF THE LOTS FOR WHICH A BID IS MADE)**.

The contents of each of these envelopes will be as follows:

- Envelope No. 1 "**General documentation**" (**MAY BE SUBMITTED ONLY ONCE IF BIDS ARE MADE FOR MORE THAN ONE LOT)**, which will include:

  a) Declaration on honour in accordance with the form of the "European Single Procurement Document", ESPD) established by Commission Implementing Regulation (EU) 2016/7 of 5 January 2016, completed and signed by a person duly empowered to do so in accordance with the instructions set out in Annex I to these terms and conditions.

b) Declaration on honour in accordance with Annex II.

c) When two or more natural or legal persons participate jointly or the establishment of a joint venture is envisaged, a private document will be provided in which this desire is expressed, the percentage of participation of each of these is indicated and a single representative or attorney-in-fact is appointed with powers to exercise the rights and fulfil the obligations derived from the contract until its termination. When the constitution of a joint venture is envisaged, an undertaking to constitute said joint venture in the event of being the successful bidder must be provided in accordance with Annex III.

The bidders shall designate an email address for notifications related to any phase of the procedure.

d) In the event of subcontracting, the bidder shall provide a list of subcontractors and state that it is in possession of a document demonstrating the existence of a formal undertaking with the persons who have the capacity to enter into an undertaking on behalf of the subcontractor for the performance of the contract.

- Envelope No. 2 **"Technical proposal (qualitative criteria): Advertising sponsorship plan " (ONE ENVELOPE WILL BE SUBMITTED WITH THIS DOCUMENTATION FOR EACH OF THE LOTS FOR WHICH A BID IS MADE):**

The bidding entities must supply their **advertising sponsorship plan** with all the documentation needed in order to assess and score the award criteria established in clause 17.1 of these conditions and according to the needs established in the Technical Specifications for the execution of the sponsorship.

An explanatory report on the details of the bid must be submitted in DIN A4 digital format. In order to assess them in a comparable manner, all bids must be submitted according to the following unified scheme of contents:

a) Objectives and rationale of the strategy
   - Definition of the objectives.
   - Target audience
   - Definition of the strategy, actions and their rationale

b) Action plan for the dissemination of the campaign
   - Online campaign:
   - Objectives and proposed strategy
   - Justification of appropriateness to the targets
   - Advertising formats and messages
   - Action plan to implement
   - Off-line campaign:
   - Objectives and proposed strategy
   - Justification of appropriateness to the targets
   - Advertising formats and messages
   - Action plan to implement

The report, which must be submitted in electronic format (PDF file), must not exceed a maximum length of 30 pages (including any annexes required). The cover page and table of contents is not included in this calculation.

The bidder may include any other details related to the object of the contract that it deems appropriate to indicate in order that its bid can be better assessed according

to the criteria determined in these terms and conditions in this Report.

Any falsity or inaccuracy in the declarations in the documentation on the technical aspects of the bid will lead to the rejection of the bid or, if applicable, the termination of the contract, with loss of the security lodged, and any liability and damages resulting from such a fact being sought.

c) Timeline

The technical proposal must contain the timeline for actions proposed by the bidder. It will be presented as a chart and must include both the dates on which the actions will be carried out and their duration.

Likewise, in relation to the actions proposed in the Media Plan, media agency contents and services, if any, may be indicated, as may collaborations with other agents.

d) Management and Control

The technical proposal must contain a work, execution and coordination plan, and a proposal regarding the supporting reports for the actions, which must include, at least, the following points:

- Concept and description of the advertising and marketing actions carried out.
- Date or period in which each action has been carried out.
- Materials, publications and photographs of the actions carried out, where appropriate.
- Indicators or systems to be used for impact measurement.
- Measurements of the scope of each action.
- Summary of online and offline impacts for the period.

Likewise, the proposal must develop a schedule for monitoring the actions.

e) Tools.

The campaigns that are undertaken must be measured in order to quantify their effectiveness and visibility, so the bidder must indicate the tools and methods to be used to measure the campaigns and advertising impact.

For all purposes, these tools must be described for appraisal, giving the bidder the possibility of submitting its proposals for their acquisition.

The inclusion in envelope number 1 and/or envelope number 2 of data eligible for assessment corresponding to award criteria through the application of objective formulas will determine the non-acceptance or exclusion of the bid.

- Envelope No. 3 **"Economic bid and criteria quantifiable through formulas" (ONE ENVELOPE TO BE SUBMITTED WITH THIS DOCUMENTATION FOR EACH OF THE LOTS FOR WHICH A BID IS MADE).**

This must be submitted in accordance with the form attached as Annex IV to these terms and conditions, which includes:

a. Increase in air promotion in airlines

Increases on the frequencies offered per year above the minimum required in the technical specifications will be assessed favourably.

b. Economic bid

c. Social criteria

Improvements in work, family and personal life balance will be assessed favourably. Also in terms of occupational health and safety.

d. Connectivity

Connectivity with destinations other than the connection for which the bid is made will be assessed favourably.

These aspects will be assessed in accordance with the criteria established in clause 17.2.

16.4. All the documentation submitted must be valid at the time of the tender and comply with the requirements established in the applicable regulations.

Bids with omissions, errors or deletions that hinder a clear understanding of those factors that the management body considers fundamental will not be accepted. Likewise, bids that do not submit the technical part of the bid to be assessed totally or partially through the application of value judgments separately from that part of the bid to be assessed through the application of formulas will be automatically excluded from the procedure.

The documentation must be submitted in Spanish.

17. AWARD CRITERIA

The award will be given to the bid which offers the best value for money, in accordance with article 64 of the LFCP, understanding as such the bid which obtains the highest score after applying the award criteria.

A score out of 100 points will be calculated. The overall assessment will be carried out in two phases, adding the score obtained in the criteria assessed by value judgment in the first phase and that of the criteria assessable by formulas in the second.

Depending on the type of contract to be tendered and its technical characteristics, for the assessment of the subjective criteria dependent on value judgments, the following percentages will be used applied to the maximum score with which each criterion or, where appropriate, sub-criterion is weighted according to the level of compliance with the specific elements for assessment for each criterion.

Percentage	**Assessment index**
Up to 20%	**Insufficient:** There is a degree of compliance with the assessment criteria, but it is inadequate or below adequate.
From 21% to 40%	**Adequate:** Normal or adequate compliance with the assessment criteria.
From 41% to 60%	**Good:** Above-average compliance with the assessment criteria.
From 61% to 80%	**Very good**: Highly satisfactory compliance with the assessment criteria.
From 81% to 100%	**Excellent**: Optimal compliance with all the assessment criteria.

The bids will be assessed according to the score resulting from the application of the following criteria:

17.1 Qualitative criteria (up to 48 points)

A) Advertising sponsorship plan (48 points)

The technical proposal will be assessed based on analysis of the documentation submitted as a bid in compliance with the indications herein and the Special Technical Specifications according to the following criteria:

a.1. Structured proposal of marketing and advertising actions following their adaptation to the achievement of objectives: the definition of objectives (up to 5 points) and the suitability of the actions for the achievement of those objectives (up to 5 points) will be assessed. Total score: up to 10 points.

Score	**Criterion: definition of objectives**	**Score**	**Criterion: suitability of actions**
0-1 points	Insufficient	0-1 points	Insufficient
1.1-2 points	Adequate	1.1-2 points	Adequate
2.1-3 points	Good	2.1-3 points	Good
3.1-4 points	Very good	3.1-4 points	Very good
4.5-5 points	Excellent	4.5-5 points	Excellent

a.2. Strategic consistency in the definition of **online actions** within the proposed campaign: the diversity of the proposed media/supports (up to 4 points) and their adequacy with respect to the market audience and their impact capacity (up to 4 points) will be assessed. Total score up to 8 points.

Score	**Criterion: diversity of supports/channels**	**Score**	**Criterion: appropriateness and impact capacity**
0-0.8 points	Insufficient	0-0.8 points	Insufficient
0.9-1.6 points	Adequate	0.9-1.6 points	Adequate
1.7-2.4 points	Good	1.7-2.4 points	Good
2.5-3.2 points	Very good	2.5-3.2 points	Very good
3.3-4 points	Excellent	3.3-4 points	Excellent

a.3. Strategic consistency in the definition of **offline actions** within the proposed campaign: the diversity of the proposed media/supports (up to 4 points) and their adequacy with respect to the market audience and their impact capacity (up to 4 points) will be assessed. Total score up to 8 points.

Score	**Criterion: diversity of supports/channels**	**Score**	**Criterion: appropriateness and impact capacity**
0-0.8 points	Insufficient	0-0.8 points	Insufficient
0.9-1.6 points	Adequate	0.9-1.6 points	Adequate
1.7-2.4 points	Good	1.7-2.4 points	Good
2.5-3.2 points	Very good	2.5-3.2 points	Very good
3.3-4 points	Excellent	3.3-4 points	Excellent

a.4. **Timeline** of marketing and advertising activities for the campaign which defines activation times and duration of the actions differentiated by quarters. Approaches that promote seasonal dispersion and adaptation to the target (corporate, holiday, etc., according to destination) will be viewed favourably. Total score up to 8 points.

Score	**Criterion: approach that promote seasonal dispersion and adaptation to the target**
0-1.6 points	Insufficient
1.7-3.2 points	Adequate
3.3-4.8 points	Good
4.9-6.4 points	Very good
6.5-8 points	Excellent

a.5. **Contract management and control:** the work plan, execution and coordination will be assessed in relation to management (up to 4 points), as will the proposals on supporting reports for the actions and their adaptation to the technical requirements in relation to control (up to 4 points). Total score up to 8 points.

Score	**Criterion: management**	**Score**	**Criterion: control**
0-0.8 points	Insufficient	0-0.8 points	Insufficient
0.9-1.6 points	Adequate	0.9-1.6 points	Adequate
1.7-2.4 points	Good	1.7-2.4 points	Good
2.5-3.2 points	Very good	2.5-3.2 points	Very good
3.3-4 points	Excellent	3.3-4 points	Excellent

a.6. **Tools for measuring and monitoring the impact of actions**. The capacity for detailed analysis of the tools to be used in these campaigns, knowledge of these and their functionality for the performance and monitoring of the contract will be assessed. Total score up to 6 points.

Score	**Criterion: analysis capacity and functionality**
0.1-2 points	Insufficient
1.3-2.4 points	Adequate
2.5-3.6 points	Good
3.7-4.8 points	Very good
4.9-6 points	Excellent

Bidders that do not obtain at least 24 points in the qualitative assessment will be excluded from the tender.

17.2 Quantitative criteria (up to 52 points)

A) Increase in air promotion (10 points)

The bid which includes the highest number of **frequencies offered per year** over the minimum required in the technical specifications, which implies greater dissemination and visibility of the campaigns, will be awarded maximum points. For this purpose, the frequency increase offered by each bidder will be calculated by applying the following formula:

$$\Delta f = \sum fO - \sum fMIN$$

Where:

- Δf is the increase in weekly frequencies offered
- ∑fO is the sum of the weekly frequencies offered for the entire contract period
- ∑fMIN is the sum of the minimum weekly frequencies required in the technical specifications for the entire contract period

When the increase in weekly frequencies offered by each bidder has been calculated, the highest score will be given to the bidder with the highest Δf "increase in weekly frequencies". The scores of the other bids will be obtained by applying the following formula:

$$Pi = M \times (\Delta fi / \Delta fMAX)$$

Where:

- Pi is the score obtained by the bid being scored.
- M is the maximum points assigned.
- ΔfMAX is the increase in weekly frequencies of the bid offering the most frequencies.
- Δfi is the increase in weekly frequencies of the bid being scored.

Explanatory notes:

A weekly frequency is understood as a pair of flights, one outgoing operation or flight from and one incoming operation or flight to Pamplona, i.e. A weekly frequency consists of two operations or flights (one outgoing and one incoming)

The air connectivity offer must indicate the total number of frequencies that the bidder offers (form, annex II).

B) Economic bid (20 points)

The formula for the distribution of the aforementioned points will be as follows:

$$\boldsymbol{Pi = Pmax \times Bi \times K}$$

Where:

- Pi: score given to the bid i by the formula.
- Pmax: maximum score established in the specifications for the price criterion, 20 points.
- Bi : reduction of the bid i $i = \frac{\text{Tender ceiling} - \text{Bid price (Pi)}}{\text{Tender ceiling}}$
- Tender ceiling:

  LOT 1 "London, Rome or Milan Tourism Market"**: 942,148.76 euros** (excluding VAT)

  LOT 2 "Frankfurt/Munich Tourism Market": **892,561.98 euros** (excluding VAT)

  LOT 3 "Malaga/Seville Tourism Market": **760,330.58 euros** (excluding VAT)

LOT 4 "Barcelona Tourism Market": **710,743.80 euros** (excluding VAT)

- K:

  K = 5 if Bmax < or = 20%

  $k = \frac{1}{\text{Bmax}}$ if Bmax > 20%

  Where Bmax: Greatest reduction of all bids.

  The result will be rounded to 2 decimal points.

Bids that are higher than the tender ceiling (excluding VAT) for each lot will be excluded.

A bid whose reduction value is greater than 20% of the maximum tender budget will be considered abnormally low.

C) **Social criteria (10 points**)

C.1 Work, family and personal life balance (5 points):

Five points will be awarded if proof can be provided of the existence of a current agreement between the enterprise's representatives and the representatives of the workforce where improvements have been made in the field of work-life balance with respect to the provisions of the last applicable agreement such as flexibility in working hours, vacations and different types of leave, including leave of absence, etc. Otherwise, no points will be awarded.

Agreement and proof that the workforce has been informed must be provided. For the points to be awarded, the documentation provided must appertain unequivocally to the bidding enterprise and, where appropriate, its workforce and/or the workplace from which the supervision and quality control service is to be provided.

C.2 Code of good practice in the field of occupational health and safety (5 points):

Five points will be awarded if an undertaking is given, in the event of winning the contract, to produce and apply, as an element of organisational quality, a code of good practices in the field of occupational health and safety applicable to the service covered by the contract that includes the specific behaviours to be observed by the workers assigned to the performance of the contract. Otherwise, no points will be awarded.

The successful bidder must submit the code of good practice before provision of the service begins and must be verified by the person responsible for the contract during its term.

D) Connectivity (12 points)

Connectivity with other destinations than the connection tendered in the lot with departure from and arrival to Pamplona airport on one single ticket and without passengers needing to make an overnight stay will be assessed.

Proof of these connections must be provided in the form of certificates issued by AENA or another competent official authority. Such connectivity may be provided by the airline itself or through alliances, the bid being scored according to the following formula:

12 x (Bid) / (Max Bid) = score obtained

18. ABNORMALLY LOW BIDS

Bids will be considered abnormally low according to the provisions of clause 17.2 b) of these specifications. If an abnormally low bid is submitted, the provisions of Article 98 of the LFCP will apply.

19. COURSE OF THE PROCEDURE AND AWARD

19.1. When the deadline for submitting bids has passed, the contract award committee, in an internal act, will open and analyse envelopes no. 1 (general documentation) and will verify the submission of the declaration of compliance with the participation requirements by the bidder in the procedure.

If the documentation provided in envelope No. 1 is incomplete or raises doubt, the bidder will be required to complete or correct it, being granted a minimum period of 5 days in order to do so in accordance with the provisions of article 51.2 of the LFCP. If the required information has not been completed after this period, the bidder will be excluded from the procedure.

19.2. Secondly, the contract award committee, in an internal act, will proceed to open envelopes no. 2 and assess the criteria which cannot be quantified by applying formulas (qualitative criteria). If any of the bids submitted lacks clarity or is too vague, the contract award committee may request additional clarification, granting a period of between five and ten days for such clarification to be provided.

19.3. When the qualitative criteria have been assessed, the documentation relating to the criteria quantifiable by formula will be opened.

19.4. If any of the economic bids is considered abnormally low, the provisions of article 98 of the LFCP will apply.

19.5. In the event of a tie between two or more bidders, the criteria provided for in Article 99 of the LFCP will apply. In the event of the tie persisting following application of the above criteria, the tie will be resolved by drawing lots.

19.6. The contract award committee will draft the corresponding award proposal in which the order of priority of those bidders that have made an eligible bid with the scores they have obtained will appear.

19.7. The bidder nominated for the award proposal, at the request of the contracting administration, must submit the documentation indicated in clause 20 within a maximum period of 7 calendar days.

19.8. When the documentation has been submitted, the contracting authority will award the contract within a maximum period of one month from the opening of the economic bid. The award will be in accordance with the proposal made by the contract award committee.

19.9. The award decision will be reasoned, must specify the reasons why a bid has been rejected, will indicate the award standstill period and how the decision can be challenged, notifying the interested enterprises.

19.10. The award will be published on the Navarre Procurement Portal within 5 days from the end of the award standstill period.

20. DOCUMENTATION TO BE SUBMITTED FOR THE AWARD OF THE CONTRACT

20.1. The bidder nominated for the award, at the request of the contracting administration, must submit the following **documentation within a maximum period of 7 calendar days as of the date it is requested:**

a) Documentation proving legal personality: if the bidder is a legal person, it must submit the instrument of incorporation and, where appropriate, of modification, duly registered in the Company Register when this requirement exists in accordance with applicable company law. If this is not the case, the instrument of incorporation, of modification, bylaws or founding act in which the rules that regulate its activity are stated, registered, as applicable, in the corresponding Official Register.

   If the bidder is a natural person, they must present their National Identity Document.

b) Power of attorney in favour of the person who signs the economic bid on behalf of the bidder and, where appropriate, of the person (if other from the person who signed the economic bid) who is going to sign the contract with his/her National Identity Document. If the bidder is a legal person, the power of attorney must be registered in the Company Register when this requirement exists in accordance with applicable company law.

c) Documentation providing proof of economic and financial capacity in the terms established in section 10 of these specific terms and conditions.

d) Documentation providing proof of technical or professional capacity in the terms established in section 11 of these specific terms and conditions.

e) Enterprises whose capacities are used by the bidder. When the enterprise, in accordance with article 18 of the LFCP, is going to combine its capacity with external resources, using the capacities of other entities, it must demonstrate that it will have the necessary resources at its disposal throughout the duration of the performance of the contract by submitting a written undertaking by said entities to this end. It will also provide the necessary documentation regarding their personality and capacity.

f) In the case of commercial companies, cooperatives and worker-owned firms (sociedades laborales) registered in the Autonomous Community of Navarre's Voluntary Register of Bidders created by Regional Decree 174/2004 of 19 April, the provision of a copy of the certificate of registration in said Register obtained online, together with a declaration on honour regarding its validity, will exempt the bidder from providing the documentation relating to its personality and representation.

g) Certificate from the City Council to which the bidder pays its Business Tax proving that it is up to date with the payment of said tax (issued in the six months prior to the deadline for the submission of bids). Said certificate may be replaced by the document of registration for the aforementioned tax and the latest receipt proving payment of it. If the bidder is exempt from paying said tax, it must provide a declaration on honour stating as such.

h) If the bidder has a tax address in Navarre, a certificate from the Government of Navarre's Department of Economy and Finance proving that it is up to date with its tax obligations with the Regional Treasury or, where appropriate, that it does not maintain tax obligations with it (this can be obtained online at the address indicated below): http://www.navarra.es/home_es/Servicios/ficha/1849/Certificados-telematicos-expedidos-por-la-Hacienda-Tributaria-de-Navarra) (issued within the three months prior to the end of the bid submission period).

i) If the bidder has a tax address outside Navarre, a certificate from the State Tax Administration Agency proving it is up to date with its tax obligations (issued in the six months prior to the end of the bid submission period). If it has a tax address in the Basque Autonomous Community, a certificate issued by the Regional Treasury of Álava, Vizcaya or Guipúzcoa must be presented instead.

j) Certificate from the Territorial Treasury of the Social Security proving that it is up to date in the payment of the contributions which it is obliged to pay (issued in the six months prior to the deadline for submitting bids).

k) Where applicable, declaration on honour by the subcontractor (s) that it/they agree (s) to comply with the conditions of the contract and that it/they is/are not subject to any of the circumstances provided for in article 22 of the LFCP.

l) Eligibility to operate. Certificate and/or proof from an international or national body competent in the field of air navigation justifying the registration and authorisation of the airline to operate legally in the air transport of passengers within the territory of the member states of the European Union.

m) Other documents: When the successful bidder needs to provide other documents, these will be specified in the requirement issued by the contracting authority.

***** All documents must be originals or notarised or administratively authenticated copies, or photocopies, in which case the Administration may require that the originals be provided for comparison in any case of doubt. In all events, the **documents submitted as proof of capacity must be originals or authenticated copies**.

* In the case of bidders participating jointly, each of these must provide the documents indicated.

***** Foreign bidders, instead of the documents indicated in sections f), g), h) and i), must provide the certificate or certificates issued by the competent authority in their country of origin proving that they are up to date in the payment of the taxes and social contributions applicable according to the legal system of their country.

20.2. When there are correctable defects in the documentation furnished as proof of the legal personality or capacity which can be clarified without affecting the principles of equality and transparency, the affected person will be given a minimum period of 5 days to correct these, warning him/her/it/them that otherwise he/she/it/they will be not be accepted in the procedure.

If the person in whose favour the award proposal is going to be made does not submit the documentation within the indicated period, he/she/it/they will be excluded and the documentation will be required from the next bidder that appears in the established order of priority.

20.3. For the purposes of the provisions of this condition, it must be taken into account that article 22.1 of the LFCP includes, but is not limited to, the following as circumstances to declare a ban on contracting bidding companies:

i) Misrepresentation when making the declaration on honour referred to in article 55 of the LFCP or when providing any other data relating to capacity or failing, for reasons attributable to it, in the obligation to communicate information that limits the validity of the certificate accrediting the personality and representation of the

enterprise registered in the Navarre Voluntary Register of Bidders authorised by the Public Procurement Board.

j) Having inappropriately withdrawn its bid from an award procedure or having prevented the award of a contract by failing to submit the documentation due in order to propose it for an award within the prescribed period as a result of bad intent, fault or negligence.

21. GUARANTEES

A.- PROVISIONAL GUARANTEE.

No provisional guarantee is required in order to participate in the tender procedure.

B. DEFINITIVE GUARANTEE

Prior to the execution of the contract, the contractor will provide definitive security to the amount of 4% of the amount of the contract award without VAT. Security may be provided by way of:

- Cash. (The forms and instructions for formalisation are available at: http://www.navarra.es/home_es/Servicios/Recursos/Impresos+de+Tesoreria.htm).

- A guarantee on first demand provided by any of the Banks, Savings Banks, Credit Unions or Mutual Guarantee Societies authorised to operate in Spain (The forms and instructions to formalise are also available at the address indicated above).

- A surety bond entered into with an authorised surety insurance entity.

This security will serve to guarantee compliance by the contractor with his/her/its obligations until the term of the contract expires, particularly those regarding the payment of penalties and compensation for any damages for which the contractor may be held liable during performance of the contract. It may be subject to seizure in the event of termination for culpable breach of contract by the contractor.

In view of the characteristics intrinsic to this contract, a guarantee period is not established.

22. EXECUTION OF THE CONTRACT

22.1. The contracting authority reserves the right to declare the award procedure void, giving reasons, when the bids received do not meet the established criteria.

22.2. There will be a standstill period of 10 calendar days (if only one bid is submitted, the standstill period will not apply) calculated as of the date on which notification of the award is given when notification is made by electronic means.

22.3. If all the parties interested in the procedure expressly indicate that they waive their right to file a complaint with the Administrative Court of Public Contracts of Navarre, the standstill period will finish early and the procedure may continue.

22.4. If a complaint concerning public procurement is filed, the award of the contract will be suspended until such time that the complaint is resolved or until the legal period to resolve it elapses.

22.5. The contract will be executed in an administrative document within 10 calendar days calculated as of the end of the award standstill/suspension period. These terms and

conditions governing the procurement process and the successful bidder's bid will form part of the contract, as an annex thereto.

22.6. Failure to execute the contract for reasons attributable to the successful bidder in the period established in these terms and conditions may result in the declaration of a ban on contracting in accordance with article 22.1. k) of the LFCP.

22.7. Performance of the contract must not begin before it is executed.

22.8. The contract may include stipulations additional to those contained in the terms and conditions or the successful bidder's bid provided that both parties agree and these stipulations do not contain additional rights for the successful bidder or modify the conditions of the contract in such a way that if they had been known by the other interested parties, they may have led to a modification of their bid or their interest in the procedure. If these conditions are not met, the clause will be understood as null and void, and will be considered not established, without a right to any compensation for the contractor.

CHAPTER III: PERFORMANCE OF THE CONTRACT.

23. FULL RISK

The performance of the contract will be carried out at the full risk of the successful bidder and it will assume any losses or damages experienced during its performance, without prejudice to the interested party taking out insurance.

24. MONITORING OF PERFORMANCE OF THE CONTRACT BY THE CONTRACTING ADMINISTRATION

24.1. The contract management unit will direct, supervise, coordinate, monitor, inspect and control the services that are the object of the contract. By virtue of the foregoing, it is responsible, among other things, for the following functions:

a) Representing the Contracting Administration before the person responsible for performance of the contract designated by the contractor in all aspects related to the completion of the work covered by the contract.

b) Technically interpreting, where appropriate, the Technical Specifications and other contractual documents.

c) Reviewing and proposing for approval, where appropriate, the Work Programme and the Quality Plan for the work covered by the contract.

d) Supervising performance of the contract, having the capacity to issue the necessary instructions in order to ensure the correct performance of the agreed service.

e) Processing penalties and proposing these to the contracting authority in accordance with the provisions of the terms and conditions, where appropriate.

f) Proposing the modification of contractual documents to the contracting authority.

g) Drafting the necessary performance reports, including those required for the return of the definitive guarantee.

h) Checking that the amounts invoiced by the contractor coincide with the services

actually performed and with the prices established in the contract, approving, where appropriate, the invoice issued.

i) Limiting itself to the technical coordination of the provision of the contracted service, not assuming competences related to the management of the workers involved in the provision of the service, which must be exercised by the management of the entity awarded the contract (permits, vacations, remuneration, etc.).

24.2. In general, the control of performance of the service will be carried out according to the following procedure:

I. On a quarterly basis, the successful bidder will send the Directorate General of Tourism a report justifying each and every one of the actions carried out in performance of the object of the contract with a breakdown of the economic amount corresponding to each action carried out and the impact achieved.

II. Each of these reports must be accompanied by any documents justifying the effective implementation of each of the actions in accordance with the provisions of these terms and conditions.

The report must be duly signed and stamped. All for receipt and approval by the Government of Navarre's Directorate General of Tourism.

III. On an annual basis, the successful bidder will submit a report justifying and valuating the year as a whole.

IV. When the contractor's documentation has been received, the contract management unit will proceed to analyse the contents of the report and other documentation, and verify that the actions carried out correspond to the technical documentation and are adequately justified. In particular, it will verify that the amount invoiced does not exceed the unit prices of the offer made. If it detects any error or omission, it will require clarification or correction from the contractor.

V. Approval by the contracting authority will be communicated to the contractor.

VI. The contractor must then send the invoice corresponding to the actions which have been carried out, justified and approved, and the corresponding internal procedures will be followed for the payment of said invoice.

24.3. Checking performance of the actions.

Regardless of the foregoing, the contract management unit will carry out random checks relating to fulfilment of the contractor's promotional and marketing actions, which will be duly documented in the relevant file.

24.4. Checking performance of operations.

The contractor must prove compliance with the operations offered by providing, together with the quarterly supporting report, AENA certificates which prove the information provided in this regard in the corresponding supporting report.

To carry out additional checks, the Directorate General of Tourism may request, when it deems appropriate, reports on the commercial operations performed by the airlines on whose supports the promotional and marketing actions contracted are carried out from the institutions or bodies it considers appropriate.

25. INVOICING AND FORM OF PAYMENT

25.1. The payment of the price will be made based on the actions actually executed. Only those promotional and marketing actions that are duly executed and justified by the contractor will be paid.

25.2. The contractor will be entitled to payment of the contract price upon presentation of the corresponding invoices and a favourable report from the contract management unit in accordance with the procedure indicated in section 24.2 of the terms and conditions. Therefore, the successful bidder will issue a maximum of four invoices each year, on a quarterly basis, for amounts that do not have to be coincident, depending on the activities justified in each quarter.

25.3. The contents of the invoices must comply with the provisions of Regional Decree 23/2013 of 10 April approving the Regulation regulating invoicing obligations.

25.4. The form of payment will be by bank transfer.

26. FULFILMENT OF THE CONTRACT

26.1. The contract will be understood to have been fulfilled by the contractor when it has carried out all its object in accordance with the provisions of these Terms and Conditions, the Specific Technical Specifications, its technical proposal and the contract execution document.

26.2. The contractor will be responsible for the technical quality of the work carried out, the services provided and any consequences for the administration or third parties of omissions, errors and inadequate methods in or incorrect results of performance of the contract.

27. UNDERTAKINGS OF THE CONTRACTING AUTHORITY

For the correct performance of the contract, the contracting authority undertakes to:

a) Provide the successful bidder with reliable, correct, up-to-date and complete information in the manner and to the extent necessary for the provision of the work contracted.

b) Provide it with all the documentation and information necessary for the proper performance of the contract in due time.

c) Inform the successful bidder in due time, and if possible before they occur, of all those actions or circumstances which may have some type of relevance in relation to the scope of the services covered by this contract.

28. GENERAL OBLIGATIONS OF THE SUCCESSFUL BIDDER

The contract will be executed in strict compliance with the undertakings acquired in the bid submitted by the successful bidder, the conditions set out in these terms and conditions governing the tender and, in general, the orders issued by the contract management unit in matters relating to performance of the contract.

Additionally, the successful bidder will have the following obligations:

a) To have the human and material resources for the optimal performance of all the work covered by this contract, being responsible for all the costs incurred as a result. Specifically:

- The successful bidder will be responsible for the labour obligations determined by the legislation in force at the time in terms of compensation, social security, work accidents, labour mutual aid schemes, training, health and safety, etc., being, in all cases, obliged to comply, at least, with the pay conditions of the workers in accordance with the applicable sectoral collective agreement.
- The personnel used by the successful bidder in the performance of this contract will not acquire any employment relationship with the Administration of the Autonomous Community of Navarre, it being understood that they work solely and exclusively for the successful bidder.
- The successful bidder must make up for all absences that occur among the personnel who provide the service, for whatever reason (holidays, leave, at the request of the successful bidder, etc.), taking the appropriate measures to maintain the safety plan at all times.
- In the event of replacing members of the team assigned to perform the contract, the new personnel must have, at least, the experience and qualifications required in these terms and conditions, it being necessary, in all cases, to obtain the prior approval of the contract management unit.

b) To accept responsibility for the technical quality of the work carried out, the services provided and any consequences for the contracting authority or third parties of omissions, errors and inadequate methods in or incorrect results of performance of the contract.

c) To provide the contracting authority, upon request and within a period of 10 working days, with all the information necessary to meet the obligations provided for in Title II of Regional Law 5/2018 of 17 May on transparency, access to public information and good governance, an obligation which must be expressly stated in the corresponding contract.

d) To justify before the contracting body, at any time when it is required to do so, compliance with the work conditions established in the applicable sectoral collective agreement or any other point considered necessary regarding the personality, capacity and way in which the contract is being performed.

e) To comply, at all times, with the environmental legislation applicable to the activities that are the object of this contract. To do this, it will be in possession of and up to date with all the types of licences or authorisations that the regulations in force dictate (or are legislated during the term of the contract) for the provision of this type of services, especially environmental regulations.

   In all events, environmental assessment procedures, where applicable, will be respected in accordance with current legislation, as will any other impact assessments which may be applicable under environmental legislation.

29. SOCIAL, ENVIRONMENTAL AND GENDER-EQUALITY REQUIREMENTS IN PERFORMANCE OF THE CONTRACT

29.1. GENERAL CONDITIONS OF PERFORMANCE (Article 66 of the LFCP):

The following are general conditions for performance of the contract:

a) The contract is subject to compliance with the legal, regulatory and conventional provisions in force regarding taxation, social security, environmental protection, employment protection, gender equality, harassment based on sex and sexual harassment, labour conditions, the prevention of risks in the workplace and other

labour-related provisions, and the social and labour-market integration of persons with disabilities, to the obligation to hire a specific number or percentage of persons with disabilities, and, in particular, to the conditions established by the latest sectoral collective agreement with the narrowest scope which exists applicable to the sector in which the activity to procure can be classified.

b) The economic bid must be adequate for the successful bidder to meet the cost of applying, at minimum, the relevant sectoral agreement, under no circumstances it being admissible that the hourly rates of pay considered be lower than the hourly rates plus the hourly rate improvements in the agreement plus social security contributions.

29.2. SPECIAL CONDITIONS OF PERFORMANCE (Article 106 of the LFCP):

The following are special conditions for performance of the contract:

a) All the material to be delivered in the performance of the contract will preferably be done by electronic means and in those cases where printing is necessary, chlorine-free recycled paper (TFC) will be used.

b) The successful bidder must use non-sexist language in all the documentation and materials generated as a result of performing the contract and project an image with values of equality between women and men, non-stereotyped gender roles and co-responsibility in care. The Administration may verify this circumstance and demand to see the forms and materials used during the performance of the contract at any time.

c) The reports and partial and/or final reports produced during performance of the contract containing data referring to natural persons must be sex disaggregated whenever obtaining such data is feasible.

29.3. The successful bidder must be able to prove compliance with the aforementioned conditions of performance through the corresponding certificates and declarations at any time during the term of the contract.

29.4. Failure to comply with the conditions of performance and award criteria of a social nature will be considered a very serious breach in the manner indicated in these terms and conditions because they are essential contractual obligations.

All the conditions of performance that are part of the contract will also be required of any subcontractors participating in its performance.

30. MODIFICATION OF THE CONTRACT

30.1. In accordance with article 114 of the LFCP, the contract may only be modified for reasons of public interest, without affecting its substantial content and only introducing those changes strictly essential in order to respond to the objective cause that makes them necessary. The cumulative amount of all the modifications made may not exceed 50% of the contract award amount.

30.2. Respecting the provisions of the previous paragraph, a new competitor starting to operate the same route (same airport of origin and same airport of destination) as that operated by the successful bidder from Pamplona Airport with the airport or airports selected in each lot with a similar frequency may be considered a specific cause for modification of the contract.

30.3. The modification process will follow, in general, the provisions contained in articles 143 and 144 of the LFCP.

30.4. Impact on advertising strategy:

- All modifications will require an update of the advertising strategy in order to maintain the visibility and scope of the campaigns.
- Efforts will be made to define compensatory actions that ensure the continuity of the promotion of the destination Navarre or the reinforcement of actions.
- The contractor must submit a report justifying the reasons for the change and a detailed proposal of the alternative actions to be implemented.
- The Directorate General of Tourism will assess the justification and feasibility of each request for modification.
- All changes must be formally approved before implementation, ensuring that the modifications are in line with the interests of the tourism promotion of Navarre.
- The contractor must ensure flexible planning and rapid adaptability to changes in air connectivity to ensure the success of marketing strategies.

31. TEMPORARY SUSPENSION OF THE CONTRACT

31.1. The successful bidder may propose temporary suspension of the contract to the Directorate General of Tourism if any of the following causes of force majeure occur:

a) Extraordinary health conditions in the city/region/country of origin or destination of the different air routes as declared by the competent health authorities or governments, considering these high-risk areas.

b) Lack of availability of personnel and / or supplies due to health issues.

c) Restrictions on mobility that prevent or condition the free movement of people between territories (border closures; restrictions on air travel; restrictions on or prohibitions of travel according to nationality, country of origin or destination; imposition of quarantines, etc.).

31.2. Performance of the contract will resume once the cause for its suspension no longer exists and the successful bidder can restart the marketing and operation of the different air routes.

31.3. Any temporary suspension and the resumption of performance of the contract will be pronounced by Decision of the Directorate General of Tourism.

31.4. No contract price will be paid from the moment the temporary suspension decision is adopted until performance of the contract is resumed.

32. ASSIGNMENT AND SUBCONTRACTING

The assignment and subcontracting of the contract will be subject to the provisions of articles 107 and 108 of the LFCP.

33. RECEPTION OR CONFORMITY

The reception or conformity of the performance of the advertising actions will require a favourable report from the Directorate General of Tourism's contract management unit.

34. BREACHES AND PENALTIES

34.1. All those behaviours of the contractor which, in general, mean the total or partial breach of the obligations imposed by these Terms and Conditions or can be derived from the contract, the omission of actions that are mandatory and failure to meet deadlines for the performance of the contract will be subject to penalty by the Department of Culture, Sports and Tourism of the Administration of the Autonomous Community of Navarre.

Likewise, non-compliance with the instructions or orders issued by the Contract Management Unit in application of its powers of supervision and inspection of the performance of the contract may be subject to penalty.

In order to determine the existence or not of an infringement, the importance of the unsatisfied service, the existence or not of negligence, repetition of the omission of services, the importance of the incident in relation to the entire service, etc. must be assessed. Only when such assessment considers the condition of infringement both equitable and proportional will the procedure for imposing penalties be initiated.

Regardless of whether or not the conduct is classified as a breach of contract, the Department of Culture, Sport and Tourism will not pay the company the amount corresponding to those services not provided, demanding, if damages arise, the corresponding compensation.

34.2. The non-performance of the actions offered for operational reasons such as adverse weather conditions, strikes or technical incidents will not be deducted from the total objective of planned flights and will be considered flights delivered provided that they do not exceed 5% of the total frequencies undertaken for the contractual period.

34.3. If the number of cancellations, regardless of their cause, exceeds 5% and is less than 30% of the total frequencies undertaken for the contractual period, the successful bidder may request compensation of the number of frequencies cancelled by scheduling and executing new frequencies within the same contractual period. These compensatory frequencies must be authorised and validated by the contracting authority following submission of the corresponding schedule.

If the bidder does not request compensation or, where appropriate, does not execute such compensation according to the conditions and time limits established by the contracting authority, it will be considered a very serious breach and an economic penalty will be applied for each frequency not provided that exceeds the 5% threshold and is less than 30% of the total frequencies undertaken for the contractual period, calculated on the basis of a unit value for each operation.

As a guideline, the award amount per lot and the number of frequencies offered for the contractual period will be used to calculate the estimated value of each frequency. For each frequency not executed and not duly compensated, the successful bidder will be obliged to reimburse the corresponding amount plus the corresponding legal interest calculated at the legal rate in force at the time of application of the penalty.

34.4. Breaches of contract are classified as minor, serious and very serious:

34.5. Minor breaches: are those that do not significantly affect the performance of the contract but involve a minor disruption in compliance and are not considered serious or very serious breaches in accordance with the following sections.

34.6. Serious breaches: those that significantly affect correct performance of the contract and compromise the effectiveness of the sponsorship actions. The following are considered as such when attributable to the company. Actions that involve:

a) Falsities in the information about advertising impacts.

b) Failure to carry out any of the planned advertising actions without prior justification.

c) Failure to attend monitoring meetings without just cause.

d) Inappropriate use of the Navarre trademark on/in advertising supports/media that affects the region's image.

34.7. Very serious breaches: those that generate significant damage to the promotion of the Navarre brand. The following are considered as such:

a) Failure to comply with the undertakings in the bid which served as award criteria.

b) Non-compliance with the special conditions of performance.

c) Unfounded refusal to carry out actions derived from performance of this contract ordered in writing by the technicians of the Contract Management Unit provided that this is an attitude directly attributable to the company, its managers or employees.

d) Assigning the rights and obligations arising from the contract without authorisation from the Department of Culture, Sport and Tourism.

e) The supervening loss of the capacity to enter into contracts and/or exposure to any cause for exclusion from contracting throughout the performance of the contract.

f) Failure to observe the obligation of professional secrecy or the regulations on the protection of personal data.

g) Failure to comply with labour and social obligations regarding the workforce.

h) Failure to comply with regulations regarding the equality of women and men.

i) The cancellation of routes or suspension of frequencies without justification or without prior authorisation from the Directorate General of Tourism.

34.8. The penalties to be imposed in the event of committing any breach provided for in these Terms and Conditions are as follows:

a) The commission of any minor breach will result in the imposition of a penalty of up to 1% of the award amount.

b) The commission of any serious breach will result in the imposition of a penalty of 1% to 5% of the award amount.

c) The commission of any very serious breach will result in the imposition of a penalty of 5% to 10% of the award amount. This may rise to 20% of the award amount in the event of non-compliance with the special conditions of performance.

34.9. The penalties will be imposed by decision of the contracting authority, adopted at the proposal of the contract management unit, having heard the contractor, and will be paid by deduction from the amounts which must be paid to the contractor as total or partial payment or by recourse to the guarantee established.

34.10. The imposition of penalties provided for in this clause does not exclude any compensation owed to the Administration of the Autonomous Community, which must be determined independently.

35. TERMINATION OF THE CONTRACT.

35.1. The contract will be terminated when any of the causes provided for in the LFCP, and in particular, article 160 of the LFCP, except as provided for in section 1 f), occur.

35.2. Specific grounds for terminating the contract:

a) The number of cancellations of the routes, regardless of their cause, exceeds 30% of the total frequencies undertaken for the contractual period. The contractor will compensate the Administration for any damages that may be incurred for this reason.
b) When the average load factor of the route is less than 60% over the last twelve months, the contract may be terminated by mutual agreement. The load factor must be accredited through official sources.

35.3. However, even though the causes provided for in the preceding paragraphs occur, the contracting authority may, exceptionally, agree to continue performance of the contract if it is shown that termination of the contract may be seriously detrimental to the public interest.

35.4. The effects of termination of the contract will be those provided for in Article 161 of the LFCP.

36. OWNERSHIP OF THE WORK, DATA PROTECTION AND CONFIDENTIALITY.

36.1. The Directorate General of Tourism will provide the winning enterprise with images and other material from institutional campaigns to ensure homogeneity and consistency in the Autonomous Community of Navarre's tourism campaign strategy.

This contract establishes that all the materials, contents and creations developed within the framework of the implementation of the advertising strategy will be the exclusive property of the Government of Navarre. The successful bidder will transfer all the exploitation rights over the materials produced in full and without limitation, guaranteeing their use, reproduction and distribution without restrictions by the Directorate General of Tourism.

36.2. All the documents produced and work performed in performance of this contract will be the exclusive property of the contracting Administration and the contractor may not use, exploit or disseminate them save agreement to the contrary.

36.3. The successful bidder and those who are part of the work team are obliged to treat the information they receive confidentially and to process data in accordance with the instructions and security conditions dictated by the contract management unit.

The successful bidder must respect the confidential nature of that information to which it has access through performance of the contract that has been declared confidential or which, by its very nature, must be treated as such, and is obliged to keep secret any data or background information related to the object of the contract which are not public or well known and of which it has knowledge through said contract for the duration of its term and for a period of five years after its expiration.

The successful bidder may not use for itself or provide third parties with any of the work contracted or publish, in whole or in part, the contents thereof without written authorisation from the contracting authority.

The successful bidder also acquires an undertaking to faithfully and carefully safeguard

the documentation that is delivered to it for the performance of the work and, with this, the obligation that neither the documentation nor the information that it contains, or which it accesses as a result of the work, reaches the hands of third parties under any circumstances.

Any successful bidder that breaches this obligation of secrecy and confidentiality will be liable for all the damages that its action may cause to the Directorate General of Tourism.

36.4. The successful bidder must comply, in performance of the contract, with current regulations regarding the protection of personal data and, in particular, Regulation (EU) 2016/679 of 27 April on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and Organic Law 3/2018 of 5 December on the protection of personal data and guarantee of digital rights.

37. APPEALS.

37.1. The contracting parties are subject to the provisions of these terms and conditions governing the procurement, their annexes and the corresponding technical specifications, their all being of a contractual nature. Likewise, the successful bidder or bidders' technical proposal, insofar as it does not contradict or worsen the conditions contained in the documents indicated above, the document in which the contract is executed, any modifications thereof, where appropriate, and the work plan accepted by the contracting authority will be contractual.

37.2. In the event of discrepancy between the Specific Technical Specifications and the Specific Administrative Clauses and any of the other contractual documents, the provisions of the Specific Administrative Clauses will prevail.

37.3. Ignorance of the specific conditions of the contract in any of its terms, of the accompanying documents or the rules of any kind announced by the contracting body which may affect performance of the agreement will not exempt the successful bidder from it obligation to fulfil the contract.

37.4. The contracting authority has the power to interpret the contract and resolve any doubts arising regarding its fulfilment.

37.5. In consideration of the theory of separable acts, questions related to the preparation and award of the contract will be the competence of contentious-administrative jurisdiction. Litigious issues arising from these will be resolved in first instance by the contracting body, against whose decisions the following may be filed:

- Appeal before the Regional Minister for Culture, Sport and Tourism in a period of one month as of notification or publication of the act against which the appeal is brought.
- Optionally, and instead of any other administrative appeal, the parties interested in the tender may file complaints before the Administrative Court of Public Contracts of Navarre against acts prior to or final acts pronouncing their exclusion from the tender or damage to their expectations and against the other acts provided for in article 122 of the LFCP within a period of ten calendar days calculated as of the day following notification or publication of the act against which the complaint is brought. Such a complaint will be submitted electronically on the Navarre Procurement Portal.

A contentious-administrative appeal may be filed against decisions on appeals with the contentious-administrative court within a period of two months. This period shall be calculated as of the day following notification or publication of the act against which the

appeal is filed.

37.6. The resolution of disputes arising between the parties regarding the effects and discharge of the contract will be the competence of civil jurisdiction.

38. SUBMISSION TO JURISDICTION

The submission of a bid for this contract implies that the bidder accepts submission to the jurisdiction of the Courts and Tribunals of Pamplona for any actions and claims that may arise from this contract and with respect to which said submission is valid.

TECHNICAL SPECIFICATIONS

CONTRACTING ADVERTISING SERVICE FOR THE DESTINATION NAVARRE AS AN ECONOMIC AND TOURIST HUB BASED ON ITS DIRECT NATIONAL AND INTERNATIONAL AIR CONNECTIVITY THROUGH AN ADVERTISING SPONSORSHIP

1. OBJECT OF THE CONTRACT

These specifications establish the conditions that will govern the sponsorship contract which includes advertising and marketing services for the promotion of Navarre as a tourist destination and economic hub in national and international markets, using the supports and media available to airlines.

The object of the contract is divided into 4 lots:

Lot 1: Air connectivity with London, Rome or Milan.

Lot 2: Air connectivity with Frankfurt or Munich.

Lot 3: Air connectivity with Seville or Malaga

Lot 4: Air connectivity with Barcelona

2. INTRODUCTION AND CONTEXT

The Autonomous Community of Navarre's air connections are considered a critical factor when it comes to regional competitiveness from several points of view: industrial, commercial, business, social and tourism. Air connectivity facilitates direct access to the destination for travellers who have different reasons to visit the community (tourism, conferences, academic, health, professional) and improves regional visibility in segments of interest. Interaction with airlines makes it possible to take advantage of their communication infrastructure and databases of potential customers, which enhances the effectiveness of promotional actions. Sponsorship through their media/supports and co-marketing strategies will allow us to attract the attention of potential travellers and convert that interest into effective visits to Navarre by air.

However, the community is currently only connected to Madrid and a few destinations in the Canary Islands, placing it at a disadvantage compared to nearby regions which are more attractive in this regard thanks to various national and international connections. The Government of Navarre plans to promote the creation of new connections with national and international airlines through aerial promotion campaigns for those routes that different studies have identified as strategic from the analysis of current and potential demand in terms of both outgoing and incoming passengers. This plan will encourage national and international connections that promote Navarre's business, industrial, scientific and tourism competitiveness, generating new opportunities for socio-economic development.

This tender follows the roadmap approved at the Connectivity Committee, a public-private collaboration workspace formed last May to improve the connections available from Pamplona airport as a strategic issue for the economic and tourism development of Navarre. The committee, which has already held several meetings, consists of representatives from the Regional Executive, AENA, Pamplona City Council and actors in Navarrese society from the business sector (CEN, Chamber of Commerce, AIN), tourism (AEHN, ANAPEH) and the local universities (UPNA, UNAV). Different economic and academic actors agree that the promotion

of Navarre in certain European and national markets through direct air connection would provide a critical boost for Navarrese society and industry. It would make it possible to further drive a booming tourist industry and recover the current unmet demand for travellers leaving or coming to Navarre via other airports, which has been quantified at almost 500,000 journeys in the last year by analysing mobile network data.

Based on the foregoing, it is considered necessary to promote communication and dissemination actions for the tourist destination Navarre as a conference, academic, health, business and sports tourist destination, among other things, by promoting stable air connectivity to access national and international destinations of strategic interest to Navarre.

2.1 Some figures on current tourism demand:

Navarre finished 2024 with record figures in the tourism sector, which registered a 4.5% increase in the number of people staying in tourist establishments (2,037,477) and an improvement of up to 7.5% in the number of overnight stays (4,179,980). International tourism increased to account for 40% of demand and the arrival of travellers in the low and shoulder seasons increased by 45% compared to 2023.

Between January and December 2024, the National Institute of Statistics estimated the direct expenditure of international tourists visiting Navarre at 401.6 million euros. Furthermore, employment figures exceeded those of 2023 and 2019, accounting for a historic number of national insurance contributors and 20,000 direct jobs.

Another notable feature of the overview of the industry presented by the Directorate General of Tourism is the decrease in seasonal variation. Demand outside the summer months has increased by more than 40% while summer demand has only increased by 15%. The average stay of travellers remains at 2.05 nights per person and seasonal variation in Navarre stands at around 0.21 (Gini index), one of the lowest figures in Spain thanks to the fact that summer holiday tourism is compensated for in other months by trips linked to business (industry accounts for 31% of Navarre's GDP), sports competitions, conferences, health tourism and universities.

In terms of origin, most international visitors came from France, Italy, Belgium, Germany and the United States. Foreign nationals accounted for 37% of the total number of tourists, a figure 8.1% up on 2023. They brought 401.6 million euros in direct expenditure. National tourism comes mainly from the Basque Country, the Community of Madrid, Catalonia, Navarre, the Valencian Community and Andalusia, and spent 217.5 million euros up to September (not counting Navarre). It is in international tourism that Navarre is evolving very positively, both in familiar markets such as the French one and in emerging markets such as UK or US tourism.

According to the most recent data, the Autonomous Community of Navarre received 894,869 visitors (National Institute of Statistics, INE) in the first six months of 2025, up 4.8% on the same period of the previous year.

According to data from the Navarre Tourism Observatory, the Navarre Institute of Statistics (NaStat), the National Institute of Statistics (INE) and the Alliance for Excellence in Tourism Exceltur, 291,283 of all travellers visiting the Community were international and they left €209,961,266 in the Community, 46.7% more than in the same period of 2024. Overnight stays rose to 1,710,383 (5.5% up on the first half of 2024).

According to the Navarre Tourism Observatory, such healthy figures in 2025 are due to the increase in hotel guests, about 60% of all accommodation provided, making this type of accommodation the strongest segment in the market.

This growth in spending and visitors meant that Navarre was the fourth Spanish destination with the highest increase in tourism demand in June.

The good forecasts that Exceltur gives for Navarre for the rest of 2025 are reflected in an estimated 5.7% increase in bookings in the region's hotels, which would place the Community at the forefront of Spain's autonomous communities in sales forecast.

2.2 Characteristics of Navarre as a tourist destination and presentation of priority segments:

Navarre is a non-mass tourism destination with a favourable climate (cool in spring and summer, and pleasant in autumn) and a natural wealth that makes it the second Spanish province with the most protected natural spaces per square kilometre. It has a great diversity of landscapes, ranging from the green valleys of the north and the Pyrenees to the Bardenas Reales desert, all within a radius of some 100 kilometres.

Navarre 's traditional cuisine based on high-quality local products has a very good reputation; it has a great variety of routes and spaces for hiking and cycle tourism; it is the gateway to the Way of St James in Spain; and it treasures a cultural heritage that is the result of both the historical legacy of its status as an ancient kingdom and its rich folklore.

Navarre is repeatedly listed as the Spanish region with the highest quality of life (National Institute of Statistics – INE) and is a diverse land, not only geographically but also socially and linguistically. Its idiosyncrasy is defined by traits of authenticity and integrity in social relationships, seriousness and capacity when it comes to work, and good cheer and fun when it is time to celebrate, placing collective over individual enjoyment.

Without neglecting promotion of the destination in general, this legislature has seen a change in the region's marketing communication and support strategy, which now focuses on market segments and niches. The priority segments for the Directorate General of Tourism are as follows:

a. Nature – Rural – Active tourism: This is our hallmark, our most mature product, and currently the projects focusing on it are looking towards sustainability and regenerative tourism in order to consolidate it in a very mature market as a differentiating element in these regards.

b. Way of St James: a star product for Navarre which is extremely international (more than 75% of demand) and is currently in full reconversion towards sustainability, inclusivity and making the entire route a Starlight tourist destination. Positioning the segment focuses on the fact that in Navarre "the Way is a pathway" (because it mostly passes through the countryside rather than on roads) and Navarre being "the first on the Way", i.e. where it begins. On another note, the Ministry of Culture recognises 5 different routes of the Way of St James in Navarre, an interesting point given that there is a high repetition rate in this sector of demand.

c. Cycle tourism: a segment on which we have been working for two years, with a product club (a pool of specialised service enterprises through which we promote the marketing of the destination). A segment in which we are very competitive in terms of landscape and infrastructure, and one with great international potential.

d. Sports tourism: this is a segment under construction. Like the previous segment, sports tourism relies on a foundation of high-quality facilities and very significant spontaneous demand. Navarre aims to position itself as an optimal setting for competitions, professional training and amateur sport; through its facilities, natural scenery and the national and international expertise of its event management enterprises. We always aim at boutique and medium-sized events, and do not seek macro-events.

e. Food and wine tourism: although this is the most highly rated component reported by those coming to visit us, of all types, we do not currently rely on specific demand

(gastronomy as the foremost reason to visit). Our agri-food products are highly appreciated in Spain. This is the focus of our product development and promotional strategy, with a strong emotional link to the territory/land and those involved with it. We aim to develop a generous portfolio of food and wine experiences, and become a benchmark destination, with the aforementioned differentiation (focus on the product, the land and its people).

f. Premium tourism. Navarre cannot really compete in the luxury segment, but it does have a segment which we call "premium", understood in terms of quality, unique small-format experiences, exclusivity and authenticity, a far cry from replica, mass-tourism experiences.

g. MICE tourism: Tourism focusing on events, meetings, conferences, conventions and incentives is not only of great importance to Navarre for its economic impact but also because it reflects factors of great value for the region such as business competitiveness, science and technology, the university and research environment, etc. At present, the organisation of conferences is concentrated in the city of Pamplona, but Tourism is working to extend MICE tourism to other parts of the community, particularly based around incentive tourism, senior management business meetings and team-building activities.

3. DESCRIPTION OF THE WORK TO BE DONE

3.1 Description of the lots.

The contract is divided into 4 lots:

- Lot 1: Air connectivity with London, Rome or Milan.
- Lot 2: Air connectivity with Frankfurt or Munich
- Lot 3: Air connectivity with Seville or Malaga.
- Lot 4: Air connectivity with Barcelona.

- For each of the lots, direct air services must be available or established which operate uninterruptedly throughout the year between Pamplona airport (IATA code: PNA) and the destinations identified in each of the lots so that the communication and promotion actions reach the targets of interest for the priority tourism segments described above.
- To identify the markets at which the tourism promotion sponsorship is aimed, historical data of searches for these routes in search engines made both by residents in Navarre travelling to other airports and by non-residents travelling through airports whose final destination was Navarre have been analysed, as has historical data of the air mobility of residents and non-residents travelling to and from Navarre gathered from mobile networks.
- The lots require a minimum number of weekly flights to be scheduled so that travellers can make the round trip in the same week and to guarantee sufficient market penetration to make the tourism promotion aimed at these markets profitable.
- The bidder may propose that the frequencies be distributed over the year in a manner different from that proposed here provided that the total frequencies/year in the bid is maintained.
- The summer season is defined as the period between the last Sunday in March and the last Saturday in October, both inclusive. The winter season is defined as the period between the last Sunday in October and the last Saturday in March, both inclusive.
- If the bidder does not have a direct air connection with the airport selected in the lot when the contract is executed, the deadline for establishing such a connection and it being fully operational is 1 April 2026.

Lot 1: sponsorship of actions to promote the destination Navarre to the UK or Italian market through a direct connection with London, Rome or Milan.

London appears as the destination with the highest point-to-point demand from Navarre in the different data sources analysed. The analysis of tourist mobility at airports using mobile network data identified a total of 40,000 trips between Navarre and the United Kingdom in 2024 (source: Flare 2024). This is a significant number of travellers currently served by other airports.

London is a priority destination for the Autonomous Community, both as a final destination and as a crucial point for connections with almost anywhere in the world. Securing such a destination would allow us to meet the connectivity needs not only of our industrial and service sectors but also those of the MICE, sports and health tourism segments, which involve a large international component.

At the same time, the nature of outbound UK tourism demand means it has a lot of potential for development, fundamentally linked to our cycling and wine and food segments.

For its part, the Italian market is the second international market with the highest number of travellers ultimately heading for Navarre, behind France (Frontur 2024), and one of the quickest-growing markets in our community. These are travellers seeking culture, good food, nature and the start of the Way of St James in Spain.

Centring on Milan and Rome, an analysis of tourist mobility at airports based on mobile network data showed that more than 11,000 travelled between each of these two cities and Navarre in 2024, Both these services are currently operated from other airports (Flare 2024).

To bid for this lot, a direct air connection must be established or available between Pamplona airport and the cities of London, Rome or Milan as follows:

Direct connection to at least one of the following airports:

- London Heathrow (IATA code: LHR)
- London Gatwick (IATA code: LGW)
- London City (IATA code: LCY)
- London Stansted (IATA code: STN)
- Milan Malpensa (MXP)
- Rome-Fiumicino(FCO)

One of the main objectives of the destinations listed in this tender is to connect Navarre with the world in such a way that these investments in connectivity boost the competitiveness of our industry, businesses, tourism and universities. Consequently, the contracting authority will view favourably any bidding enterprise that is able to offer connecting flights from Pamplona via any of these airports (i.e. routes with a final destination other than London, Rome or Milan on the same ticket, and with the possibility of checking in luggage directly from origin to final destination) and in the other direction at times that are feasible and attractive for existing demand, especially corporate demand, without involving an overnight stay.

A minimum of 312 frequencies must be established or available between Pamplona airport (Pamplona Airport - IATA code: PNA) and the airport in the bid, to be distributed between the start date of the contract and 31 December 2028, with a minimum of 2 weekly frequencies.

	Year	2026		2027		2028	
Airport	Season	Summer '26	Winter '26-'27	Summer '27	Winter '27-'28	Summer '28	Winter '28
London,	Minimum	2	2	2	2	2	2

Rome or Milan	frequencies/week						

- *A weekly frequency is understood as consisting of one outgoing operation or flight from and one incoming operation or flight to Pamplona.*

Lot 2: sponsorship of actions to promote the destination Navarre to the German market through a direct connection with Frankfurt or Munich.

Frankfurt Main Airport (FRA) is a strategic airport for Navarre, not so much as a final destination, but as a distribution hub for flights to other parts of Germany and other countries. It is therefore considered a priority airport for the tourism development of Navarre, both for the holiday segment and for the sports, MICE and outbound Navarrese industrial segments. Munich (MUC) would play a similar role.

Navarre is also a region with strong commercial and industrial ties with Germany. With almost 32% of GDP accounted for by the industrial sector, a sector which exports a great deal, 93% of these companies use air transport on a regular basis and 83% receive international business visits (data from the Navarre Chamber of Commerce 2023). Currently, 35 industrial companies operating in Navarre have their headquarters in Germany, more than 20 in other European countries and more than 20 in Asia.

Frankfurt is a destination that used to have a direct air service with Navarre, which fell out of operation after the pandemic, and the route had a good load factor. Mobility data at airports based on mobile network data shows that more than 33,000 people travelled from Navarre to Germany in 2024, 13,000 of whose final destination was Hamburg, 9,000, Munich, and 5,000, Frankfurt (Flare 2024 data).

The enterprises bidding for this lot must establish or have a direct air connection between Pamplona airport and Frankfurt airport (IATA code: FRA) or Munich (MUC).

One of the main objectives of the destinations listed in this tender is to connect Navarre with the world in such a way that these investments in connectivity boost the competitiveness of our industry, businesses, tourism and universities. Consequently, the contracting authority will view favourably any bidding enterprise that is able to offer connecting flights from Pamplona via Germany (i.e. routes with a final destination other than Munich or Frankfurt on the same ticket, and with the possibility of checking in luggage directly from origin to final destination) and in the other direction at times that are feasible and attractive for existing demand, especially corporate demand, cutting overall travel times to a minimum.

- Frankfurt (IATA code: FRA)
- Munich (IATA code: MUC)

A minimum of 312 frequencies must be established or available between Pamplona airport (Pamplona Airport - IATA code: PNA) and the airport in the bid, to be distributed between the start date of the contract and 31 December 2028, with a minimum of 2 weekly frequencies.

	Year	2026		2027		2028	
Airport	Season	Summer '26	Winter '26-'27	Summer '27	Winter '27-'28	Summer '28	Winter '28
Frankfurt (FRA)	Minimum frequencies/week	2	2	2	2	2	2
Munich (MUC)	Minimum frequencies/week	2	2	2	2	2	2

- *A weekly frequency is understood as consisting of one outgoing operation or flight from and one incoming operation or flight to Pamplona.*

Lot 3: sponsorship of actions to promote the destination Navarre to the Andalusian market through a direct connection with Malaga or Seville.

The National Institute of Statistics reports that more than 125,000 residents in Andalusia visited Navarre and stayed at least one night in 2024. This source market for tourists coming to Navarre has grown since the pandemic. The offer of nature and a cooler, wetter climate between spring and autumn makes destinations like Navarre an attractive proposal compared to the extreme heat encountered at other latitudes as a result of climate change. It is also a non-mass tourism destination, something which has become an appealing alternative for markets to seaside destinations that get very corwded in the summer.

Navarre is also an important source market for Andalusia, with almost 160,000 travellers in 2024 according to the National Institute of Statistics in its figures on tourist flows based on mobile network data. To this we should add that there is great interest in these connections from the business and university sectors, which currently have stakes in these regions.

Andalusia is, therefore, a region of marked interest for the connectivity of Navarre. Seville airport is the main airport for the provinces of Seville, Huelva and Cordoba (population: 3.3 million) and is also a gateway to Cadiz and Badajoz. Malaga, meanwhile, also serves a significant geographical area (Malaga and Cordoba, with 2.5 million inhabitants, as well as Almeria and Granada), and is one of the best connected airports in Spain.

Carrying out communication and promotion actions aimed at the Andalusian market is currently of great interest and makes it necessary to implement communication and promotion actions directed at this market through a direct air connection with at least one of the following airports:

- Malaga (IATA code: AGP)
- Seville (IATA code: SVQ)

One of the main objectives of the destinations listed in this tender is to connect Navarre with the world in such a way that these investments in connectivity boost the competitiveness of our industry, businesses, tourism and universities. Consequently, the contracting authority will view favourably any bidding enterprise that is able to offer connecting flights from Pamplona via Seville or Malaga (i.e. routes with a final destination other than Seville or Malaga on the same ticket, and with the possibility of checking in luggage directly from origin to final destination) and in the other direction at times that are feasible and attractive for existing demand, especially corporate demand, cutting overall travel times to a minimum.

A minimum of 312 frequencies must be established or available between Pamplona airport (Pamplona Airport - IATA code: PNA) and the airport in the bid, to be distributed between the start date of the contract and 31 December 2028, with a minimum of 2 weekly frequencies.

	Year	2026		2027		2028	
Airport	Season	Summer ‘26	Winter ‘26-’27	Summer ‘27	Winter ‘27-’28	Summer ‘28	Winter ’28
Malaga	Minimum frequencies/week	2	2	2	2	2	2
Seville	Minimum frequencies/week	2	2	2	2	2	2

- *A weekly frequency is understood as consisting of one outgoing operation or flight from and one incoming operation or flight to Pamplona.*

Lot 4: sponsorship of actions to promote the destination Navarre to the Catalan market through a direct connection with Barcelona.

Catalonia, and the province of Barcelona in particular, is quantitatively the second largest market for travellers to Navarre. It is also the destination for thousands of holiday and professional trips from Navarre. According to the National Institute of Statistics' figures based on mobile network data, 567,000 people travelled from Navarre to Catalonia in 2024, 302,000 of whose final destination was Barcelona.

Apart from holiday and professional tourism between Pamplona and Barcelona, with this connection Navarre seeks to replicate the role of HUB that Madrid already plays (with almost 80% of all trips ultimately heading for other destinations) in order to meet outbound and incoming demand to and from a set of European and non-EU destinations that Madrid does not currently cover.

One of the main objectives of the destinations listed in this tender is to connect Navarre with the world in such a way that these investments in connectivity boost the competitiveness of our industry, businesses, tourism and universities. Consequently, the contracting authority will view favourably any bidding enterprise that is able to offer connecting flights from Pamplona via Barcelona (i.e. routes with a final destination other than Barcelona on the same ticket, and with the possibility of checking in luggage directly from origin to final destination) and in the other direction at times that are feasible and attractive for existing demand, especially corporate demand, cutting overall travel times to a minimum.

A minimum of 468 frequencies must be established or available between Pamplona airport (Pamplona Airport - IATA code: PNA) and the airport in the bid, to be distributed between the start date of the contract and 31 December 2028, with a minimum of 3 weekly frequencies and 600 seats per week.

	Year	2026		2027		2028	
Airport	Season	Summer '26	Winter '26-'27	Summer '27	Winter '27-'28	Summer '28	Winter '28
Barcelona	Frequency/week	3	3	3	3	3	3

- *A weekly frequency is understood as consisting of one outgoing operation or flight from and one incoming operation or flight to Pamplona.*

3.2 Advertising sponsorship plan.

The scope of the work to be carried out will include the design of the objectives of the marketing campaign, development, content development, planning, execution, control and monitoring of the media plan in airlines for the promotion of tourism in Navarre during the years covered by the contract.

The Advertising sponsorship plan will be produced annually and will focus on the priority tourism products and resources established by the Directorate General of Tourism: MICE, food and wine, sports, active-rural-nature, MICE, food and wine, cycle tourism and cultural tourism and will be aimed at the markets connected.

The form of tourism promotion will be both online and offline, and both forms must be addressed.

All the promotional actions must be aligned with the strategic objectives of the Navarre Strategic Tourism Plan, of which we highlight:

- To increase awareness of Navarre as an inland tourist destination in order to increase tourism demand, especially in the shoulder spring and winter season.
- To strengthen the positioning of Navarre as a non-mass tourism destination which is committed to responsible, sustainable and accessible tourism from an environmental, social and economic point of view. Currently, this positioning is conceptualised thorough the brand tagline "Keep the Secret".

The enterprises must base their promotional actions on the current narrative strategy framing Navarre's communication and tourism promotion campaigns, both those of a more general nature and those focused on specific segments, markets or niches, which will be provided to the winning enterprises.

The airline must implement an **Advertising sponsorship plan** to meet the advertising objectives, ensuring the correct dissemination of the destination Navarre in/on the media/supports contracted.

4. TECHNICAL PROPOSAL: ADVERTISING SPONSORSHIP PLAN

The Advertising sponsorship plan must be designed in line with tourist campaigns during the years covered by the contract, defining in each campaign the objectives to be achieved in online and offline media, breaking down both channels and media. It will also include and define a schedule for the actions, management and control of the contract, and the measurement tools to be used. It must specify the media to be used, their reputation, market and target at which they are aimed.

The proposal must justify, in qualitative and quantitative terms, the target audience it will reach.

The geographical coverage must be limited to the market that is the object of the lot for which the bid is made, defining the market and its area of influence, or to markets with a connection via the same airline from Pamplona.

The chronological distribution of the proposed actions must be presented in a chart that includes the different campaigns.

The proposal must cover all the actions offered, in/on online and offline media, in detail and must be clearly explained.

The proposal must contain and fully explain the following sections:

- Project description and objectives
- Proposal in terms of online and offline media, supports, reputation and actions in detail, with breakdown of channels.
- Project timeline.
- Management and control, proposal of reports justifying the execution of work.
- Measuring tools.

A) Objectives

Minimum achievable objectives must be presented in relation to the proposed actions within the final results of the media plan. These will be determined by an increase in tourists visiting

the Autonomous Community of Navarre and an increase in users of Pamplona airport in relation to the previous year. The objectives must be along the lines described by the proposal.

The data will be compared with those issued monthly by the National Institute of Statistics (INE) and AENA.

b) Content proposal and media plan.

The content proposal must be appropriate to Navarre's brand positioning as a quality tourist destination in each of the segments.

- The messages must be aligned with the strategic positioning of Navarre Tourism and its current claim. Content will be developed that reinforces the destination's value proposition, aligned with the current communication strategy.
- Adaptation of content to different audiences and markets: The localisation of the messages in different languages with narratives adapted to the expectations and values of each target audience must be ensured.
- Audiovisual and graphic materials: Advertising material optimised for each platform will be designed and produced. This may include, but is not limited to, promotional videos, graphic ads, interactive banners and social media content.
- The design of creative advertising content and the planning of its application in/on the different media//supports and channels provided will be carried out by mutual agreement between the Directorate General of Tourism and the winning enterprise.
- The two parties must collaborate in the definition of the key messages, the selection of graphic and audiovisual formats, and the adaptation of the contents to the markets and target audiences defined in these specifications.

To this end, procedures will be established for the prior validation of the creative content and design proposals in such a way as to ensure the consistency of the messages with the institutional image of Navarre and the alignment with the objectives of the contract. All pieces of advertising must have the approval of the Directorate General of Tourism before it is produced and disseminated.

For the development of the media plan for each lot, minimum online and offline actions, and a set of minimum impacts for each have been defined, which are as follows:

ONLINE ACTIONS	Impact			
	Lot 1	Lot 2	Lot 3	Lot 4
a) Company website	2,350,000	2,232,500	2,300,000	2,000,325
b) Social media	2,419,355	2,096,775	2,200,000	2,000,000
c) Newsletter	50,000	50,000	50,000	50,000
d) Banner campaigns	1,764,705	1,711,230	1,933,333	1,800,000
OFFLINE ACTIONS	**Impact**			
	Lot 1	**Lot 2**	**Lot 3**	**Lot 4**
a) Actions in airports	180,645	181,848	200,000	200,000
b) Onboard marketing actions	483,870	451,613	480,000	480,000

Minimum ONLINE actions that the plan must contain:

a) Promotional actions on the company's website:
   - At least one prominent banner, microsite or specific advertisements in a prominent place on the airline's home page throughout the duration of the contract highlighting the tourism on offer in Navarre, general or specific events, or specific promotions for flights, These will include a link to visitnavarra.es.
   - If the company's website has a destination section, a section devoted to Navarre for at least four months in the section aimed at the markets covered by the contract,

b) The company's social media: publication of at least 12 posts each year of the contract (one per month) in each of the company's different network accounts, The hashtag #visitnavarra will be used and reference to our official social media profiles will be made.

c) Online newsletter: at least four issues for each year of the contract containing what is on offer each season and the flights available to Navarre addressed to the successful bidder's own databases.

d) Banner campaigns:
Permanent display campaigns based on banners promoting flights to Navarre on websites devoted to travel, leisure, etc, segmenting the audiences and markets in the lot in order to increase the sale of seats, The media will be suitable for tourist markets with a national or international air connection with Navarre on the same ticket.

Minimum OFFLINE actions that the plan must contain:

a) Promotional actions at airports: in the company's VIP lounges through the presence of branding on conventional supports, billboards, lightboxes, screens, boarding areas or others.

b) Onboard marketing actions: Campaigns on supports available on aircraft, whether through branding actions, videos, vinyl wraps on aircraft, advertisements on overhead lockers, tableware, on-board screens, headrests, flyers, leaflets, on-board magazines and other elements proposed by the enterprise.

Those proposals that present a lower number of impacts than indicated or that do not include the minimum actions to be carried out will be excluded.

Bids in which enterprises offer campaigns with a greater number of impacts than the set minimums, through the aforementioned channels or other online channels, will be viewed favourably.

The actions must include, whenever possible, a link to www.visitnavarra.es,

The actions must be described by the bidder in the proposal as an essential part thereof, describing in each action information of the following nature:

- Market to be aimed at
- Target customer to be aimed at
- Action duration dates
- Medium and reputation from which the action is carried out
- Media format
- Estimated ROI and scope of the actions
- System or indicator to be used for the certification of the impacts achieved for each medium/support and action

c) Timeline

The technical proposal must contain the timeline for actions proposed by the bidder. It will be presented as a chart and must include both the dates on which the actions will be carried out and their duration.

Likewise, in relation to the actions proposed in the Media Plan, media agency contents and services, if any, may be indicated, as may collaborations with other agents and all the aspects determined in these specifications.

Only the timeline for the first year of the contract will be submitted. This will be subject to assessment in accordance with the provisions of the specifications of this tender. For the successive years of the contract, if applicable, the timeline will be prepared by the successful bidder and submitted for approval by the Directorate General of Tourism in the month prior to the beginning of the new period.

d) Management and Control

The technical proposal must contain a work, execution and coordination plan, and a proposal regarding the supporting reports for the actions.

The reports will include the action carried out, its development, budgetary execution and impact, in addition to specifying the data sources, tools and control systems used. They may also include the corresponding affidavits of performance from the medium and the audiovisual carriers used in the case of radio and television; a dossier with the advertising pages and articles published in the press and specialised magazines. Also, documentation certifying the execution of the activity together with a dossier of photographs or other supporting documents, as considered appropriate, may be presented for the preparation of the reports on extraordinary activities or outdoor advertising.

The actions will be justified and certified by the provider for monitoring and control, All this without prejudice to any checks carried out by the contracting entity during the provision of the service to verify adequate compliance.

In order to verify performance of the contract, at the end of each year, a document will be presented with the supporting report indicating the operations carried out which must coincide with the offer submitted by the bidder.

Likewise, the proposal must design a schedule for monitoring the actions.

e) Tools.

The campaigns that are undertaken must be measured in order to quantify their effectiveness and visibility, so the successful bidder must inform as to the tools and methods to be used to measure the campaigns.

For all purposes, these tools must be described for appraisal, giving the bidder the possibility of submitting their proposals for their acquisition.

5. MONITORING AND ASSESSING THE CONTRACT

This contract requires the implementation by the airline of a detailed monitoring and assessment system to ensure compliance with the objectives of promoting Navarre as a tourist destination in the selected markets.

In order to guarantee the effectiveness of the sponsorship and the continuous optimisation of the strategies implemented, the airline and the Directorate General of Tourism will establish collaboration and coordination mechanisms through which to maximise the impact of the promotional action, detect opportunities for improvement and adapt the strategy based on the results obtained:

- **Supervision of the execution of the advertising strategy offered by the successful bidder:** Checks will be made to confirm that all the advertising actions are implemented in accordance with the provisions of the contract, ensuring that the contracted media/supports are used efficiently and according to the timeline foreseen.
- **Campaign monitoring**: Tools will be used to analyse the impact of the actions in different media and optimise strategies based on the data obtained.
- **Control of the correct application of the brand identity**: It will be ensured that the image of Navarre Tourism is consistent and aligned in/on all advertising media/supports.
- **Analysis of markets and priority segments**: Regular meetings will be scheduled to assess the impact of the selection of markets and segments.
- The airline will submit **quarterly reports and an annual report,** The reports must be submitted to the Directorate General of Tourism within fifteen days following the end of the relevant quarter for its approval.

To ensure correct implementation of the sponsorship, a **schedule of periodic meetings** between the Directorate General of Tourism and the airline will be established, with the following objectives:

- Operational monitoring assessment: Assessment of the progress of ongoing campaigns, identification of incidents and adjustment of strategies according to the metrics obtained.
- Impact assessment: Submission and analysis of monitoring reports, review of compliance with indicators and definition of adjustments.
- Planning and optimisation: Overall review of the sponsorship, analysis of performance over the year and setting of objectives for the next phase of the contract.

All expenses arising from such monitoring will be borne by the successful bidder, Likewise, quarterly monitoring costs will also be borne by the successful bidder after reporting on the milestones achieved and their impact.

The Directorate General of Tourism, for justified reasons, may at any time establish variations in the Media Plan without this entailing any additional cost, agreeing with the bidder on strategic adjustments based on the results obtained and the evolution of the tourism market.

6. TECHNICAL TEAM AND MARKETING SERVICES

The bidder will provide the marketing and contracting services necessary for all performance, management, updating, measurement and adaptation related to the object of the contract. To perform the contract, the contractor must make available the executive and/or technical personnel appropriate for the correct management of the campaigns that the bidder offers:

- General planning and supervision of the sponsorship,
- Management of campaigns in social media, digital media and automated advertising platforms,
- Communication with the sponsored entity and correct execution of the campaigns,
- Measurement of the impact of campaigns and optimisation of return on investment,
- Development of graphic and audiovisual materials and interactive content aligned with the identity of Navarre Tourism,

The successful bidder will contract the media and/or supports on its own behalf and will be exclusively responsible for paying for them.

7. SPECIFIC OBLIGATIONS OF THE CONTRACTOR

a) The winning entity will allocate the work team needed to perform the contract and must have such a technical and economic organisation, and sufficient staff in order to provide the service adequately.

b) The winning entity will designate, from among the members of its team, a professional who will be responsible for coordinating with the unit managing the contract in order to centralise communications and processes in relation to the sponsorship of the promotional actions and routes, and monitor possible incidents.

c) Said person in charge will be the only valid interlocutor for all matters related to the contract and must be fully available, guaranteeing a maximum response time of 24 hours in the event of any eventuality. To appoint a person to coordinate the execution of the work and act as an interlocutor with the unit managing the contract (with a company mobile phone available for emergencies 24 hours a day) who has decision-making capacity regarding the provision of the service and the resolution of any incidents that may arise, The contract management unit will also appoint a person to facilitate coordination of the work.

d) To supply all the materials and human resources necessary for the management of the contract.

e) To meet all the expenses derived from the correct performance of the contract, without exception, and the necessary taxes, fees, licenses, permits and insurance.

f) To obtain the authorisations or licenses, both official and private, that are required for performance of the contract.

g) The cost of those promotional actions that require messages to be printed, placed on signs and put in position and their removal will be borne by the successful bidder. The placement/insertion of communication messages, whatever the support/medium, will be carried out directly by the successful bidder .When campaigns involving screen printing on moveable supports are conducted, long-lasting, resistant materials will be used, respecting the indications that the owners of these supports give so as not to damage them or hinder their functionality, In all events, the successful bidder is ultimately responsible for the state of the space and communication material (message/advertisement), so when an advertisement is in a bad condition, whatever the cause, and needs to be repaired or replaced, it will be required to repair or replace it by its own means.

h) At the end of the contract, the successful bidder will be responsible for the expenses needed to leave the media/supports in their original state, especially in the case of moveable supports.

i) Nothing may be placed on the ads that prevents or hinders the correct interpretation of the message. The execution of the different promotional actions must be carried out without prejudice, in all cases, to compliance with the provisions and instructions in force regarding safety, for which purpose the contractor must obtain the mandatory authorisations from the competent bodies.

j) The successful bidder must provide the necessary media/supports and technical tools and materials, and any other instruments or auxiliary resources that may be necessary, for correct fulfilment of the object of the sponsorship contract, The Government of Navarre will not meet any expense additional to the price of the amount of this contract.

ANNEX I, - INSTRUCTIONS FOR COMPLETING THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD) BY BIDDERS

In order to complete the declaration on honour using the standardised European Single Procurement Document (ESPD), proceed as follows:

1, Export the file espd-request,xml included in the zip file of the same name that is available in the publication announcement of the Navarre Contracting Portal, in "Pliego y documentación complementaria", to your computer.

2, Open this link: https://ec,europa,eu/growth/tools-databases/espd

3, Select the Spanish language.

4, Select “Soy operador económico".

5, Select "importar un DEUC".

6, Load the DEUC,xml file previously downloaded to your computer (step 1).

7, Select the country and click "siguiente".

8, Complete the sections of the ESPD.

Enterprises registered in the Official State Register of Bidders and Classified Enterprises (ROLECE) or the Navarre Voluntary Register of Bidders or equivalent pertaining to other autonomous communities, need only provide in part II that information which is not registered in these or which, even if registered, is not up to date in these, provided that they supply the information necessary to access said register on the ESPD.

Part V need only be completed when the award procedure is the restricted procedure or procurement procedure with negotiation,.

All the questions in the sections that appear on the ESPD must be answered.

9, Print and sign the document, The duly completed and signed document must be submitted together with the rest of the tender documentation in accordance with the provisions of the specifications governing the call and within the period established therein.

When Joint ventures or persons participating jointly submit a tender, an ESPD must be completed for each of the enterprises that constitute the Joint venture or persons participating.

If the bidding enterprise furnishes proof of the necessary capacity to enter into the contract based on the capacity and means of other entities, regardless of the nature of the legal relationship it has with these, a document must be completed by the bidding enterprise and another by the enterprise whose means are assigned.

You have at your disposal the "Recommendation of the Public Procurement Advisory Board on the use of the European Single Procurement Document provided for in the new Public Procurement Directive", published in Spanish Official State Gazette No, 85 of Friday, 8 April 2016 (Sec, III Page 24845) at the following link:
http://www,boe,es/boe/dias/2016/04/08/pdfs/BOE-A-2016-3392,pdf,

ANNEX II. DECLARATION ON HONOUR FORM (Envelope 1)

Mr/Ms:

With ID No,:

on behalf of:

with Tax ID No:

and email address for notification purposes:

In relation to the tender for the contract **"CONTRACTING ADVERTISING SERVICE FOR THE DESTINATION NAVARRE AS AN ECONOMIC AND TOURIST HUB BASED ON ITS DIRECT NATIONAL AND INTERNATIONAL AIR CONNECTIVITY THROUGH AN ADVERTISING SPONSORSHIP", LOT No,** , in accordance with the provisions of article 55 of Regional Act 2/2018 of 13 April on Public Contracts, I DECLARE:

Possession of current aeronautical certification compatible with the facilities at Pamplona Airport (PNA) and the licenses and permits required for air operations in the European Union.

For this purpose, I indicate that the previous procedure which I won and the documentation of which I intend to reuse is , I also declare that the conditions accredited in said procedure are still valid.

(Place, date and signature)

ANNEX III, JOINT-VENTURE COMMITMENT (envelope 1)

Mr/Ms

With ID No.:

Acting on his/her own behalf or on behalf of the

- ○ Enterprise:
- ○ With Tax ID No
- ○ Address for purposes of notification:
- ○ In accordance with power of attorney No
- ○ Contact telephone number:
- ○ Contact email:

Mr/Ms

With ID No.:

Acting on his/her own behalf or on behalf of the

- ○ Enterprise:
- ○ With Tax ID No:
- ○ Address for purposes of notification:
- ○ In accordance with power of attorney No
- ○ Contact telephone number:
- ○ Contact email:

DECLARE ON THEIR HONOUR:

1, Their desire to establish a Joint Venture Company (JV), pledging, if awarded the contract for which the bid is made, to formalise the constitution of said JV in public deed.

2, That the participation which each enterprise will hold in the Joint Venture Company will be as follows (expressed as a percentage): ……,

3, That, for the aforementioned purposes, they appoint the following person as the sole representative of the Joint Venture: ……,

4, That they also designate the following address as the sole and valid address for notifications sent by the administration: ……,

And in witness whereof, and for the purposes of being accepted in the procedure conducted for the purpose, they make this declaration in

(Place, date and signature)

(Signed by the legal representatives of all members of the joint venture)

ANNEX IV. BID FORM: ECONOMIC BID AND QUANTITATIVE CRITERIA (envelope 3)

Contract for **"CONTRACTING ADVERTISING SERVICE FOR THE DESTINATION NAVARRE AS AN ECONOMIC AND TOURIST HUB BASED ON ITS DIRECT NATIONAL AND INTERNATIONAL AIR CONNECTIVITY THROUGH AN ADVERTISING SPONSORSHIP"** by open procedure

Mr/Ms:

With ID No,:

on behalf of:

with Tax ID No:

In relation to the tender for the contract **"CONTRACTING ADVERTISING SERVICE FOR THE DESTINATION NAVARRE AS AN ECONOMIC AND TOURIST HUB BASED ON ITS DIRECT NATIONAL AND INTERNATIONAL AIR CONNECTIVITY THROUGH AN ADVERTISING SPONSORSHIP", LOT No** , ", I undertake to execute said work in strict compliance with the specifications governing the contract for the price indicated below and to comply with the quantitative criteria set out below.

a. Bid with increased aerial promotion:

IATA airport code: _____

Connectivity offer						
Year	**2026**		**2027**		**2028**	
Season	**Summer '26**	**Winter '26/'27**	**Summer '27**	**Winter '27/'28**	**Summer '28**	**Winter '28**
Frequency/week						

Explanatory notes:

- A frequency is understood to consist of both an outbound and an inbound operation,
- In no case may frequencies below the minimum required in the technical specifications for each year and season be offered.
- In the event of an offer to increase flight frequencies, this section must include:
  - Detailed undertaking on the number of additional frequencies over the minimum required in the Technical Specifications.
  - Operational justification of the feasibility of increasing frequencies.

b. Economic bid: ……,(in words and digits) euros (excluding VAT).

c. Social Criteria:

Existence of an agreement in force between the enterprise's representatives	

and the workers' representatives which includes improvements in work-life balance with respect to the provisions of the last applicable agreement, YES/NO	
Undertaking, in the event of winning the contract, to produce and apply a code of good practices in the field of occupational health and safety applicable to the service covered by the contract that includes the specific behaviours to be observed by the workers assigned to the performance of the contract, YES/NO	

d. Connectivity:

The bid made allows you to operate flights from Pamplona with a final destination other than the destination in the lot for which the bid is made without an overnight stay, on the same ticket and with the possibility of checking in luggage directly from the origin to the final destination, at times that are feasible and attractive for demand so that the route can function as a HUB, YES/NO	
Indicate the number of connections possible from Pamplona and their destinations with the characteristics mentioned above (*)	

(*) Documentation or reference to an official source must be provided as proof,

(Place, date and signature)

DIRECTOR OF THE TOURISM MARKETING AND PRODUCT SERVICE

SAENZ LAZKANO PATXI - DNI 33424091P

Firmado digitalmente por SAENZ LAZKANO PATXI - DNI 33424091P
Fecha: 2025.10.31 09:37:17 +01'00'

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