



## **PROCUREMENT OF THE PROMOTION SERVICE FOR THE NAVARRESE TOURISM SECTOR AND AIR CONNECTIVITY**

### **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 CONDITIONS DOCUMENT**

### **PROCUREMENT OF THE PROMOTION SERVICE FOR THE NAVARRESE TOURISM SECTOR AND AIR CONNECTIVITY**

#### **CHAPTER I: GENERAL PROVISIONS**

##### **1. SUBJECT MATTER OF THE CONTRACT**

This document sets out the conditions governing the sponsorship contract between the Department of Culture, Sport and Tourism and airlines, which includes promotion and marketing services for the promotion of Navarre as a tourist destination and economic hub in national and international markets, using the media and channels of airline companies.

The technical characteristics of said works are set out in the Technical Specifications that form part of the tender documents governing the procurement.

Given the subject matter of the contract and the services provided thereunder, the classification under the Common Procurement Vocabulary (CPV), in accordance with Commission Regulation (EC) 213/2008 of 28 November 2007, is:

79341500 – Aerial advertising services.

##### **2. CONTRACTING AUTHORITY AND CONTRACT MANAGING UNIT**

The contracting authority in this tender is the Administration of the Foral Community of Navarre, and the contracting body is the Director General of Tourism, exercising the powers conferred by Article 32 of Foral Law 11/2019, of 11 March, on the Administration of the Foral Community of Navarre and the Foral Institutional Public Sector, and by Foral Decree 256/2023, of 15 November, establishing the organisational structure of the Department of Culture, Sport and Tourism.

Contract preparation shall be carried out under the supervision and responsibility of the Marketing and Tourism Product Service, which shall be the contract managing unit.

##### **3. LEGAL FRAMEWORK**

The sponsorship contract is classified as a private contract. Pursuant to Article 34.1 of Foral Law 2/2018, of 13 April, on Public Contracts (hereinafter, LFCP), it is governed as regards its preparation and award, in the absence of specific administrative rules, by the said Foral Law and its implementing provisions, and as regards its effects and termination, by the rules of private law.

##### **4. DIVISION INTO LOTS AND RESERVED CONTRACTS**

The sponsorship tender is divided into two lots:

- Lot 1: Promotion plan through air connectivity with Barcelona
- Lot 2: Promotion plan through air connectivity with Seville

No limit is set on the number of lots for which a single tenderer may submit an offer, and no limit is set on the award of lots to a single tenderer. Each tenderer may not submit more than one offer per lot.

Each tenderer may only submit one individual offer for the same lot; any tenderer that submits more than one offer for the same lot shall be excluded. That is to say, variants or alternatives to the same offer are not permitted. A tenderer may also not sign an offer for the same lot as a member of a joint participation if it has already done so individually, nor may it appear in more than one such grouping.

The submission of integrating offers is not permitted. Tenderers wishing to compete for the award of both lots must mandatorily submit a single individual offer for each lot they wish to compete for; the submission of a joint offer for both lots is not permitted.

This procurement is not classified as a 'contract reserved for social reasons' to non-profit Special Employment Centres, Social Initiative Special Employment Centres or Integration Companies under Article 36 of the LFCP, as the services to be procured are not suited to the characteristics of such entities.

## 5. TENDER AMOUNT AND ESTIMATED CONTRACT VALUE

The tender amount is set, pursuant to Article 42.2 of Foral Law 2/2018, of 13 April, on Public Contracts (LFCP), in an amount sufficient to cover the direct costs to be incurred by the awardee, including labour costs, indirect costs and general expenses, as well as an industrial margin or profit throughout the entire potential duration of the contract.

The maximum tender amount is 4,132,231.40 euros (VAT excluded), 5,000,000.00 euros (VAT included), broken down per lot as follows:

| <b>Lot 1: Barcelona Market</b> |                    |                      |                      |                      |
|--------------------------------|--------------------|----------------------|----------------------|----------------------|
| <b>Amount</b>                  | <b>2026</b>        | <b>2027</b>          | <b>2028</b>          | <b>Total</b>         |
| Excl. VAT                      | €206,611.57        | €1,495,867.77        | €1,495,867.77        | <b>€3,198,347.11</b> |
| VAT                            | €43,388.43         | €314,132.23          | €314,132.23          | <b>€671,652.89</b>   |
| <b>Total</b>                   | <b>€250,000.00</b> | <b>€1,810,000.00</b> | <b>€1,810,000.00</b> | <b>€3,870,000.00</b> |

| <b>Lot 2: Seville Market</b> |             |             |             |              |
|------------------------------|-------------|-------------|-------------|--------------|
| <b>Amount</b>                | <b>2026</b> | <b>2027</b> | <b>2028</b> | <b>Total</b> |
| Excl. VAT                    | €148,760.33 | €392,561.98 | €392,561.98 | €933,884.29  |
| VAT                          | €31,239.67  | €82,438.02  | €82,438.02  | €196,115.71  |

|              |                    |                    |                    |                      |
|--------------|--------------------|--------------------|--------------------|----------------------|
| <b>Total</b> | <b>€180,000.00</b> | <b>€475,000.00</b> | <b>€475,000.00</b> | <b>€1,130,000.00</b> |
|--------------|--------------------|--------------------|--------------------|----------------------|

This amount results from the sum of the annual instalments envisaged during the initial execution period (last quarter of 2026) and the two full annual instalments contemplated in the tender.

Tenders whose economic offer exceeds said maximum budgets shall be rejected.

This estimated contract value does not constitute any commitment of expenditure.

It should likewise be noted that only services actually provided by the contractor will give rise to a payment obligation.

The estimated value has been calculated in accordance with Article 42 of the LFCP, taking into account the estimated return on the advertising investment to be made during the contract period. The estimated value for each lot (VAT excluded) is as follows:

- Lot 1, Barcelona market: €3,198,347.11
- Lot 2, Seville market: €933,884.30

The price of each lot has been calculated as a lump sum based on market prices, taking into account tenders of similar characteristics.

Considering that the economic value of the sponsorship must reflect the benefits obtained in terms of the visibility, advertising 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 €5,000,000 for the period in question, for a total of 31,410,000 million impacts (25,625,000 for the Barcelona connection and 5,785,000 for the Seville connection).

The purpose of the contract is to maximise profitability in terms of awareness and media impact; accordingly, a high-reach and effective segmentation communication strategy has been prioritised in order to optimise the investment made. Thus, taking into account the economic reality of the sector, this valuation supports the profitability of the sponsorship and its contribution to the promotion of Navarre in the target markets through the arrival of air travellers at the regional airport.

The proposed expenditure amount falls within the limits of the multi-annual expenditure authorised by an Agreement of the Government of Navarre authorising the Director General of Tourism to enter into this contract and to acquire the corresponding multi-annual expenditure commitment, pursuant to the following budgetary allocation:

- €430,000, VAT included, charged to budget line A30002 A3200 2262432103 "Aerial Advertising and Promotion Services" of 2026.
- €2,285,000, VAT included, charged to budget line A30002 A3200 2262432103 "Aerial Advertising and Promotion Services" or the equivalent line to be provided for in the expenditure budget for 2027.
- €2,285,000, VAT included, charged to budget line A30002 A3200 2262432103 "Aerial Advertising and Promotion Services" or the equivalent line to be provided for in the expenditure budget for 2028.

Price revision does not apply.



## **6. EXECUTION PERIOD**

The duration of the contract shall run from 1 October 2026, or, as applicable, from the date of signing the contract, until 31 December 2028.

Once the contract has been formalised, the awardee must put in place the necessary measures for the correct execution of the marketing and sponsorship actions, so that the awarded flights begin operating within the fourth quarter of 2026.

Upon expiry of the contract execution period, the contract may not be extended.

## **7. AWARD PROCEDURE AND PROCESSING**

The award procedure for this contract shall be the open procedure which, pursuant to Article 72 of the LFCP, is the procedure in which any interested professional or company may submit offers.

The file is processed in the ordinary manner, and its award is subject to the availability of adequate and sufficient appropriations to finance the obligations arising from the contract during 2027 and 2028.

## **8. CAPACITY TO CONTRACT**

Natural or legal persons, whether Spanish or foreign, that have full legal capacity to act, are not subject to any prohibition or incompatibility for contracting, are not in a situation of conflict of interest, and demonstrate sufficient economic, financial and technical or professional standing to perform the contractual services requested, may participate in the tender process.

The circumstances referred to above must exist on the final date for submission of offers and must persist at the time of contract perfection.

The contracting authority may contract with temporary joint ventures or with persons participating jointly. Such participation shall be formalised by submitting the documentation referred to in Article 13 of the LFCP, which must be included in envelope no. 1. Furthermore, where the constitution of a temporary joint venture of 6 companies is envisaged, a commitment to constitute it in the event of contract award shall be provided.

During the tender, any modification in the composition of the Temporary Joint Venture or of the companies that have participated jointly shall be considered a modification of the offer and shall result in its exclusion.

Following contract award, any modification in the composition of a Temporary Joint Venture may be authorised by the contracting authority, on an express basis, and subject to verification of the following requirements:

- At least 20% of the initial service must have been executed and one year must have elapsed since the start of execution. In the case of concession contracts for works or services, this requirement shall be deemed to be met if at least one fifth of the granted period has been exploited.



- Maintenance of the standing required for the award.
- New participants in the Temporary Joint Venture, if any, must demonstrate their legal capacity and confirm that they are not subject to any cause for exclusion from contracting.

Any subjective modification, in the case of joint participations without the formation of a Temporary Joint Venture, shall be treated as a contract assignment and must comply with the provisions applicable thereto under the LFCP.

## **9. BUSINESS AUTHORISATION**

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

## **10. ECONOMIC AND FINANCIAL STANDING**

Economic and financial standing shall be evidenced by the tenderer in whose favour the award proposal is to be made, within the period set out in Clause 20, by means of a declaration regarding the company's annual turnover in the annual accounts for the best financial year within the last three available years (2023, 2024, 2025 or 2026), from the closing date for the submission of offers, for an amount equal to or greater than one and a half times the estimated contract value.

This criterion shall apply in relation to each of the lots.

If, for a justified reason, the tenderer is not in a position to provide the requested references, it may demonstrate its economic and financial standing through any other document that the contracting authority considers appropriate, in accordance with Article 16.4 of the LFCP.

For the purposes of assessing the economic and financial standing of companies tendering for more than one lot, they must demonstrate compliance with the cumulative values of all the lots.

## **11. TECHNICAL OR PROFESSIONAL CAPACITY**

Tenderers must have sufficient experience and knowledge to provide this type of service, which will ensure an adequate level of service quality.

Technical capacity shall be evidenced by the tenderer in whose favour the award proposal is to be made, within the period set out in Clause 20, by means of a certified list from the companies or entities that received the provision of services of the same nature, relating to the best financial year within the last three available years (2023, 2024, 2025 or 2026), from the closing date for submission of offers, indicating the name of the contract, the annual and total amount, the start and end date and the public or private recipient, with express mention of its satisfactory execution. Certification made by the tenderer itself, or certification not covering the elements mentioned, shall not be accepted as valid.

In order to demonstrate technical capacity, the tenderer must show that it has carried out, in the last three years, one or more contracts whose value, on an annual basis, is one and a half times the estimated value of the lot for which it is tendering.



Where standing is to be evidenced through subcontracting, the tenderer must submit, within the period indicated in Clause 20, a document demonstrating the existence of a formal commitment with the subcontractors for the execution of the contract, combining the standing of all of them. The tenderer must also demonstrate, in the manner and under the conditions laid down in Articles 16 and 17 of the Foral Law on Contracts, that the subcontractors have the necessary resources to execute the contract.

## **12. REUSE OF DOCUMENTATION EVIDENCING SUITABILITY TO CONTRACT**

Documentation evidencing the legal capacity, representation, standing and business or professional authorisation already held by the contracting authority (because it was submitted by the tenderer in the context of a previous procedure in which it was awarded the contract) may be reused, provided that the evidenced circumstances have not changed and that three years have not elapsed since the award of the previous procedure.

The reuse of documentation shall apply within the scope of each contracting authority. It shall be requested by the tenderer at the time of submission of the offer or the request to participate, indicating the previous procedure in which it was awarded the contract and whose documentation it intends to reuse, and declaring that the conditions evidenced are still in effect.

Once the documentation to be reused has been examined, if it is considered incorrect or insufficient, the tenderer shall be required to remedy it, in accordance with Article 51.2 of the LFCP.

## **13. PROCUREMENT COMMITTEE**

In accordance with Article 50 of the LFCP, a Procurement Committee shall be constituted, composed of the following persons:

- Chair: Patxi Sáenz Lazcano, Director of the Marketing and Tourism Product Service; and, as alternate, Alberto Ecay Pagoto, Director of the Sustainable Territorial Tourism Development Service.
- Member: Javier Solano Marzo, Director of the Communication Service of the Directorate General for Communication and Institutional Projection; and, as alternate, Ignacio Catalán, Director of the Institutional Projection and Navarre Brand Service.
- Member: Miguel Ángel Jiménez Cisneros, Head of the Mobility, Logistics and Transport Section in the Directorate General for Transport and Sustainable Mobility; and, as alternate, Óscar Molviedro Barea, Head of the Calls and Cards Administration Unit.
- Member: Beatriz Barber Zugaldía, Delegated Comptroller at the Department of Culture, Sport and Tourism; and, as alternate, Fernando Hipólito Ojeda, Delegated Comptroller at the Department of Economy and Finance.
- Member-Secretary: Begoña López de Goicoechea Guembe, Head of the Legal Affairs Section of the General Technical Secretariat of the Department of Culture, Sport and Tourism; and, as alternate, Juan Carlos Orenes Ruiz, General Technical Secretary of the Department of Culture, Sport and Tourism.



Members of the Procurement Committee shall be subject to the grounds for abstention or challenge established in the legislation governing administrative procedure and must expressly declare the absence of any financial, economic or personal interest that could compromise their impartiality and independence in the context of the procurement procedure. The declaration of absence of conflict of interest by each member of the Procurement Committee shall be filed in the administrative record.

The Procurement Committee may carry out its functions by distributing tasks among its members according to their technical specialisation and knowledge, without requiring the physical or remote presence of all or some of its members for the performance of tasks. It shall be the responsibility of the Chair of the Committee to assign tasks to one or more of its members, informing all of them of this decision.

All actions carried out individually by one or more members of the Committee shall be submitted to the collective judgement of all its members, who must approve them simultaneously or successively.

## **CHAPTER II: AWARD PROCEDURE**

### **14. INFORMATION ON THE TENDER**

The tender notice shall be published in 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 contract tender call shall be made available, including the legal conditions documents and supplementary documentation, where applicable. All documentation required for the submission of an offer shall be available electronically from the date of publication of the notice.

Interested parties may request additional information on the tender documents and other supplementary documentation through the Navarre Electronic Tendering Platform (PLENA) and shall receive it through the Procurement Portal within 5 calendar days of the request, in accordance with Article 49 of the LFCP.

A request for information made within the last 3 days of the offer submission period shall not give rise to an extension of that period.

### **15. CONFIDENTIALITY OF THE OFFER**

The tendering company may expressly designate as confidential any technical or commercial information included in its offer because it forms part of its business strategy and, in particular, because it contains technical or trade secrets. In any event, the declaration of confidentiality must not prejudice compliance with the obligations regarding transparency, publicity and information that must be provided to each participant.

A tenderer may not extend the declaration of confidentiality to its entire proposal.

Where an offer contains no express indication in this regard, it shall be understood that the offer contains no confidential information.

The contracting authority shall act as regards the confidentiality and secrecy of submitted offers in accordance with Article 54 of the LFCP.



## 16. SUBMISSION OF TENDERS

Tenders shall be submitted in accordance with Article 95 of the LFCP, through the Navarre Electronic Tendering Platform (PLENA), which shall be available in the tender notice on the Navarre Procurement Portal ([www.contrataciones.navarra.es](http://www.contrataciones.navarra.es)), in accordance with the provisions set out in the following paragraphs.

Likewise, all communications and other processing steps with interested parties shall be carried out through PLENA.

The tender submission deadline shall be set in the tender notice on the Navarre Procurement Portal, which shall be a minimum of 30 calendar days from the date of dispatch of the notice to the Official Journal of the European Union.

The submission of tenders implies the unconditional acceptance by tenderers of the clauses of this document, as well as a responsible declaration of the accuracy of all submitted data and that the tenderer meets all the conditions required to participate in the tender.

Submitting a false declaration in the responsible declaration referred to in Clause 17.3, or providing any other data relating to capacity and standing, or failing, for a reason attributable to the tenderer, to comply with the obligation to communicate information that limits the validity of the certificate evidencing the identity and representation of the company registered in the Voluntary Register of Tenderers of Navarre, shall entail, in addition to any applicable liability of whatever kind, the application of the provisions of Article 22 of the LFCP.

### Form of submission of tenders

The documents comprising the proposal must be submitted exclusively through the Navarre Electronic Tendering Platform, which shall be available in the tender notice on the Navarre Procurement Portal ([www.contrataciones.navarra.es](http://www.contrataciones.navarra.es)), in accordance with the provisions set out in the following paragraphs.

It is recommended to subscribe to the tender notice in order to automatically receive any clarifications or additional information that may affect this tender.

The date and time of submission of the proposal shall be that recorded on the servers of the Government of Navarre at the time of signing and sending it.

The Government of Navarre servers use Coordinated Universal Time (UTC) as a reference, which is the universal time scale maintained by the international reference laboratories with a precision of +/- 1 second. This is therefore the official time for electronic services.

- Primary time source: [hora.roa.es](http://hora.roa.es) (Real Observatory of the Spanish Navy: two servers in San Fernando–Cádiz and a third in Madrid)
- Secondary time sources:
  - [canon.inria.fr](http://canon.inria.fr), INRIA, Paris
  - [i2t15.i2t.ehu.es](http://i2t15.i2t.ehu.es), UPV-EHU

Once the tendering company has finished uploading all the documentation for its proposal, a fingerprint — a cryptographic summary of its content — will be generated and serve as proof of the



content of the proposal. Should a tendering company experience problems submitting its proposal on the platform, if the fingerprint is sent to the contracting authority by email to the address indicated in the tender notice on the Navarre Procurement Portal, within the tender submission period, an extended deadline of 24 hours shall apply for the receipt of the complete proposal and for submission to be considered complete.

Should the proposal be received after the deadline set in the tender notice without complying with such requirements, it shall be considered as submitted out of time.

If an out-of-time submission is detected where a fingerprint was received within the deadline, it shall be checked whether the fingerprint of the submission matches the one received and whether the date of receipt of the proposal falls within the extended 24-hour period. In that case, the proposal shall be considered valid and shall proceed to opening.

If, on the contrary, the fingerprint does not match, or the proposal was received outside the extended 24-hour period, it shall be considered as submitted out of time.

Where the proposal was submitted out of time and the tendering company or entity claims the existence of technical problems in submitting it, it shall be verified whether technical problems attributable to the Platform occurred at the time of submission. Only if a technical incident affecting the normal functioning of the Platform has occurred will the relevant steps be taken to ensure that interested parties can submit their proposals. Lack of knowledge by the tendering entity or technical problems unrelated to the Platform shall not justify late submission of the proposal.

From the tender notice on the Navarre Procurement Portal, access is available to the space on the Navarre Electronic Tendering Platform where the tenderer can submit its proposal.

Proposals are fragmented and encrypted on the Government of Navarre servers using standard fragmentation and encryption mechanisms, and once submitted, are deposited in a secure repository with no Internet access.

The maximum permitted size of each individual file attached to the electronic proposal is 250 MB. The total size of the proposal, with all the documents comprising it, shall have a maximum size of 1 GB. The platform sets no limit on the number of files that can be attached to a proposal.

The formats accepted by the platform for the documents attached in the proposal submission are those commonly used (doc, docx, xls, xlsx, ppt, pptx, rtf, pdf, jpg, bmp, tiff, tif, odt, ods, odp, zip), and as an alternative means of attaching files in other formats, they may be wrapped in a compressed (ZIP) file.

The proposal submission, or the specific documents indicated as forming part of the proposal, must be signed by a person with sufficient authority to contract on behalf of and in the name of the tendering entity, by means of a recognised electronic signature, validly issued by a Certification Service Provider and guaranteeing the identity and integrity of the document, in accordance with the applicable legislation on electronic signatures and other provisions on electronic public procurement.

## **Content of tenders**



Proposals shall be submitted in accordance with the structure established for this offer in PLENA and shall consist of 3 envelopes, identified as:

- Envelope No. 1: "General documentation" (ONE ENVELOPE TO BE SUBMITTED FOR EACH LOT TENDERED FOR).
- Envelope No. 2: "Technical proposal (qualitative criteria): Advertising sponsorship plan" (ONE ENVELOPE TO BE SUBMITTED FOR EACH LOT TENDERED FOR).
- Envelope No. 3: "Economic proposal and quantifiable criteria using formulas" (ONE ENVELOPE TO BE SUBMITTED FOR EACH LOT TENDERED FOR).

The content of each of these envelopes shall be as follows:

**Envelope No. 1 "General documentation" (ONE ENVELOPE TO BE SUBMITTED FOR EACH LOT TENDERED FOR) shall include:**

- Responsible declaration in accordance with the standard form "European Single Procurement Document" (ESPD) established by Commission Implementing Regulation (EU) 2016/7 of 5 January 2016, completed and signed by a duly authorised person, in accordance with the instructions set out in Annex I to this document.
- Responsible declaration in accordance with Annex II.
- Where two or more natural or legal persons participate jointly or the formation of a joint venture is envisaged, a private document shall be provided expressing this intention, indicating the percentage participation of each of them and designating a sole representative or attorney with powers to exercise the rights and fulfil the obligations arising from the contract until its termination. Where the formation of a temporary joint venture is envisaged, a commitment to constitute it in the event of being awarded the contract shall be provided, in accordance with Annex III.

Tenderers shall designate an email address for notifications related to any stage of the procedure.

- In the event of subcontracting, the tenderer shall state the list of subcontractors and confirm that it holds a document demonstrating the existence of a formal commitment with persons having authority to bind the subcontracting company for the execution of the contract.

**Envelope No. 2 "Technical proposal (qualitative criteria): Advertising sponsorship plan" (ONE ENVELOPE WITH THIS DOCUMENTATION TO BE SUBMITTED FOR EACH LOT TENDERED FOR):**

Tendering entities must submit their advertising sponsorship plan with all the documentation necessary for the assessment and scoring of the award criteria set out in Clause 17.1 of this document, and in accordance with the requirements established in the Technical Specifications for the execution of the sponsorship.

An explanatory memorandum detailing the proposal in digital DIN A4 format shall be submitted. In order to ensure a uniform evaluation, all proposals must follow the following unified content structure:



- Objectives and strategy rationale: Definition of a strategy that analyses the current starting position, designs the tools to achieve the objectives set by Navarre Tourism in the 'subject matter of the contract' section of this tender and in the technical specifications document. This section must include a reflection on the strategy to be followed in order to reach the identified target audience. This analysis shall justify the media chosen by the tenderer based on the target audience and their media consumption. The strategy as a whole shall be taken into account: the analysis, development and justification of the proposal.
- Advertising action plan and quality thereof:
  - Online campaign:
  - Objectives and proposed strategy
  - Justification of suitability to target audiences
  - Advertising formats and messages
  - Action plan to be developed
  - Offline campaign:
  - Objectives and proposed strategy
  - Justification of suitability to target audiences
  - Advertising formats and messages
  - Action plan to be developed
- Timeline: The technical offer must include the schedule of actions proposed by the tenderer. It shall be presented in the form of a chart and must show both the dates on which the actions are to be carried out and their expected duration. In addition, in relation to the actions proposed in the Media Plan, media agency content and services, if any, as well as any collaborations with other agents, may be indicated.
- Management and control: The technical offer must include a work plan for execution and coordination, as well as a proposal for the justification reports of the actions, which must contain at least the following aspects:
  - Concept and description of the advertising and marketing actions carried out.
  - Date or period during which each action was carried out.
  - Materials, publications and photographic support of the actions taken, where applicable.
  - Indicators or systems to be used for measuring impacts.
  - Measurements of the reach of each action.
  - Summary of online and offline impacts for the period.

The proposal must also set out a monitoring calendar for the management and control actions.

- Measurement tools: Campaigns undertaken must be measured in order to quantify their effectiveness and awareness; accordingly, the tenderer must indicate the tools and methods it will use to measure campaigns and advertising impact. For all purposes, said tools must be described for assessment, giving the tenderer the possibility of presenting its proposals for acquiring them.



This Sponsorship Plan, which must be submitted in electronic format (PDF file), must not exceed a maximum of 30 pages (including any annexes required). The cover page and table of contents are not included in the page count.

In this document, the tenderer may also include any other information, related to the subject matter of the contract, that it considers appropriate to indicate for the better assessment of its proposal according to the criteria set out in this document.

Any false or inaccurate statements contained in the documentation relating to the technical aspects of the proposal shall result in rejection of the offer or, as appropriate, termination of the contract, with forfeiture of the guarantee provided, as well as the enforcement of any liability and compensation arising from such event.

*The inclusion in envelope no. 1 and/or envelope no. 2 of any data related to the assessment of award criteria through the application of objective formulas shall result in the inadmissibility or exclusion of the tender.*

**Envelope No. 3 "Economic proposal and quantifiable criteria using formulas" (ONE ENVELOPE WITH THIS DOCUMENTATION TO BE SUBMITTED FOR EACH LOT TENDERED FOR).**

Given that the promotional objectives differ between the two lots, the content of envelope 3 differs for each:

**LOT 1 – PROMOTION THROUGH CONNECTION WITH BARCELONA:**

Must be submitted in accordance with the model attached as Annex IV to this document, which includes:

- Economic offer.
- Increase of promotion in airline companies. The increase in flights offered per year, above the minimum required in the technical conditions document, shall be assessed.
- Social criteria. Improvements in occupational health and safety shall be assessed.
- Promotional value linked to air connectivity. Connectivity to destinations other than the connection for which the tender is submitted shall be assessed.
- Online positioning. The online promotional capacity of the tendering company shall be assessed.

These aspects shall be assessed in accordance with the criteria set out in Clause 17.5.

**LOT 2 – PROMOTION THROUGH CONNECTION WITH SEVILLE:**

Must be submitted in accordance with the model attached as Annex IV to this document, which includes:

- Economic offer.
- Increase of promotion in airline companies. The increase in flights offered per year, above the minimum required in the technical conditions document, shall be assessed.
- Social criteria. Improvements in occupational health and safety shall be assessed.

- Online positioning. The online promotional capacity of the tendering company shall be assessed.

These aspects shall be assessed in accordance with the criteria set out in Clause 17.5.

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

Offers with omissions, errors or alterations that prevent the managing authority from clearly understanding what it considers essential shall not be accepted. Likewise, proposals that do not separately present the technical offer to be assessed entirely or partially through value judgements from the offer to be assessed through the application of formulas shall be automatically excluded from the procedure.

Documentation must be submitted in Spanish.

## 17. AWARD CRITERIA

The award shall be made in favour of the offer that presents the best price-quality ratio, in accordance with Article 64 of the LFCP, understood as the offer that obtains the highest score once the award criteria are applied.

Assessment shall be carried out on a scale of 100 points. The overall assessment shall be carried out in two phases, adding the score obtained for criteria subject to value judgement in the first phase to the criteria assessable through formulas in the second phase.

For the evaluation of the various subjective criteria subject to value judgements, the following percentages applied to the maximum score for each criterion or, as the case may be, sub-criterion shall be used, depending on the level of compliance with the specific assessment elements for each criterion:

| Percentage       | Assessment Index                                                                                                     |
|------------------|----------------------------------------------------------------------------------------------------------------------|
| Up to 20%        | Insufficient: Some degree of compliance with the assessment elements exists, but it is inadequate or below adequate. |
| From 21% to 40%  | Sufficient: Normal or adequate compliance with the assessment elements.                                              |
| From 41% to 60%  | Good: Compliance above the average for the assessment elements.                                                      |
| From 61% to 80%  | Notable: Very satisfactory compliance with the assessment elements.                                                  |
| From 81% to 100% | Outstanding: The compliance with all the assessment elements is met optimally.                                       |



Offers shall be evaluated according to the score resulting from the application of the criteria set out below.

#### **QUALITATIVE CRITERIA (up to 28 points)**

##### **Advertising Sponsorship Plan (28 points)**

The assessment of the technical proposal shall be carried out based on the analysis of the documentation submitted as an offer in fulfilment of the provisions of this document and the Technical Specifications, according to the following criteria:

- Strategy definition: the suitability of the strategic reflection on the actions for achieving the objectives shall be assessed (up to 8 points).

| Score        | Criterion: suitability of strategy |
|--------------|------------------------------------|
| 0–2 points   | Insufficient                       |
| 2.1–4 points | Sufficient                         |
| 4.1–6 points | Notable                            |
| 6.1–8 points | Outstanding                        |

- Strategic consistency in the definition of online actions within the proposed campaign: the suitability of the proposed actions to adequately reach the target audience shall be assessed (up to 4 points).

| Score        | Criterion: adequacy of online actions |
|--------------|---------------------------------------|
| 0–1 point    | Insufficient                          |
| 1.1–2 points | Sufficient                            |
| 2.1–3 points | Notable                               |
| 3.1–4 points | Outstanding                           |

- Strategic consistency in the definition of offline actions within the proposed campaign: the suitability of the proposed actions to adequately reach the target audience shall be assessed (up to 4 points).

| Score     | Criterion: adequacy of offline actions |
|-----------|----------------------------------------|
| 0–1 point | Insufficient                           |



|              |             |
|--------------|-------------|
| 1.1–2 points | Sufficient  |
| 2.1–3 points | Notable     |
| 3.1–4 points | Outstanding |

- Activity schedule for marketing and advertising for the campaign, defining activation times and duration of actions differentiated by quarter. The approach that encourages de-seasonalisation and adaptation to the target (corporate, leisure, etc., according to destination) shall be assessed (up to 4 points).

| Score        | Criterion: schedule approach |
|--------------|------------------------------|
| 0–1 point    | Insufficient                 |
| 1.1–2 points | Sufficient                   |
| 2.1–3 points | Notable                      |
| 3.1–4 points | Outstanding                  |

- Contract management and control: the measures proposed in relation to the management and control of the work plan, execution and coordination shall be assessed (up to 4 points).

| Score        | Criterion: measures for contract management and control |
|--------------|---------------------------------------------------------|
| 0–1 point    | Insufficient                                            |
| 1.1–2 points | Sufficient                                              |
| 2.1–3 points | Notable                                                 |
| 3.1–4 points | Outstanding                                             |

- Tools for measuring advertising impact: the suitability of the proposed tools for measuring the advertising impact of the actions carried out shall be assessed (up to 4 points).

| Score        | Criterion: suitability of impact measurement tools |
|--------------|----------------------------------------------------|
| 0–1 point    | Insufficient                                       |
| 1.1–2 points | Sufficient                                         |
| 2.1–3 points | Notable                                            |



3.1–4 points

Outstanding

*Tenderers that have not obtained at least 15 points in the qualitative assessment shall be excluded from the tender.*

### **QUANTITATIVE CRITERIA (up to 72 points)**

The quantitative criteria differ for each lot, as they have different objectives. For the connection with Barcelona, the priority is to extend promotion to other national and international destinations through connectivity; so that a person from other national or international cities can purchase a ticket to Pamplona. For the connection with Seville, the priority is to mobilise potential demand in the catchment area of Seville, Cádiz and Huelva.

### **CRITERIA FOR LOT 1 – PROMOTION THROUGH CONNECTION WITH BARCELONA:**

- Economic offer (up to 20 points)

The formula for distributing the aforementioned score shall be as follows:

$$P_i = P_{\max} \times B_i \times K$$

Where:

- $P_i$ : score awarded by the formula to offer  $i$ .
- $P_{\max}$ : maximum score established in the document for the price criterion: 20 points.
- $B_i$ : discount of offer  $i = (\text{Maximum tender price} - \text{Offered price } (P_i)) / \text{Maximum tender price}$
- $K$ :  $K = 5$  if  $B_{\max} \leq 20\%$ ;  $K = 1/B_{\max}$  if  $B_{\max} > 20\%$
- Where  $B_{\max}$ : the highest discount among all offers.

The result shall be rounded to 2 decimal places.

Offers exceeding the maximum tender prices (VAT excluded) of each lot shall be excluded.

An offer shall be considered abnormally low where its discount value exceeds 20% of the maximum tender budget.

- Promotional value associated with the flight programme (up to 7 points)

An increase in the number of flights operated to/from Navarre represents greater scope for the dissemination and awareness of promotional actions, reaching a greater number of passengers and potential travellers.

The highest score shall be awarded to the offer that includes the greatest number of flights offered above the minimum required in the technical conditions document, for the total duration of the contract, provided that such increase occurs in at least both 2027 and 2028.

For these purposes, the increase in flights offered by each tenderer shall be calculated using the following formula:

Score =  $7 \times (\text{Number of flights offered to be scored} / \text{Number of flights in the offer with the maximum number of flights})$



If a greater number of flights is not offered in both 2027 and 2028, or if no additional flights above the required minimum are offered, the score shall be 0.

- Social criteria (up to 10 points)

Ten points shall be awarded if the commitment is made, in the event of being awarded the contract, to develop and implement, as an element of organisational quality, a code of good practices in occupational health and safety applicable to the service that is the subject of the contract, setting out the specific conduct required of workers engaged in the execution of the contract. Otherwise, no points shall be awarded.

The awardee must submit the code of good practices prior to the commencement of the service execution, and the contract manager must verify that it is applied during the validity of the contract.

- Promotional value linked to air connectivity (up to 28 points)

The possibility of connectivity, i.e., of offering single-ticket services from Pamplona to other destinations via Barcelona, means reaching millions of people in Spain and abroad, connecting Navarre with the world. The range of possible connections means that promotion of Navarre as a destination can reach these cities and countries, appearing in their searches.

The network of destinations offered by the airline from Navarre with single-ticket services, checked baggage to final destination and connection protection, with a connection interval of less than 4 hours, shall be assessed.

Domestic destinations (up to 8 points):

- 2 to 4 destinations: 2 points
- 5 to 9 destinations: 4 points
- 10 to 14 destinations: 6 points
- 14 or more destinations: 8 points

International destinations (up to 20 points):

- 5 to 8 destinations: 4 points
- 9 to 18 destinations: 8 points
- 19 to 29 destinations: 12 points
- 30 to 35 destinations: 16 points
- 35 or more destinations: 20 points

The tenderer must evidence the connected destinations through official sources.

- Online positioning (up to 7 points)

The online promotional capacity of the tendering company shall be assessed, based on the average annual organic traffic to its sales website, with reference to the last 12 months from the offer submission date, which the company can evidence. A responsible declaration shall be submitted.

The score shall be obtained using the formula:

$$P = 7 \times (TOL / TMax)$$

Where:



- TOL: average annual organic traffic evidenced by the tenderer (visits to its sales website or main digital channel, verifiable through a recognised analytics tool: Google Analytics or equivalent) for the period of the last twelve months from the end of the offer submission date.
- TMax: the highest average annual organic traffic among the offers submitted.

(\*) A responsible declaration must be submitted mentioning the reference source such as Google Analytics or similar.

#### **CRITERIA FOR LOT 2 – PROMOTION THROUGH CONNECTION WITH SEVILLE:**

- Economic offer (up to 20 points)

The formula for distributing the aforementioned score shall be as follows:

$$P_i = P_{\max} \times B_i \times K$$

Where:

- $P_i$ : score awarded by the formula to offer  $i$ .
- $P_{\max}$ : maximum score established in the document for the price criterion: 20 points.
- $B_i$ : discount of offer  $i = (\text{Maximum tender price} - \text{Offered price } (P_i)) / \text{Maximum tender price}$
- $K$ :  $K = 5$  if  $B_{\max} \leq 20\%$ ;  $K = 1/B_{\max}$  if  $B_{\max} > 20\%$
- Where  $B_{\max}$ : the highest discount among all offers.

The result shall be rounded to 2 decimal places.

Offers exceeding the maximum tender prices (VAT excluded) of each lot shall be excluded.

An offer shall be considered abnormally low where its discount value exceeds 20% of the maximum tender budget.

- Promotional value associated with the flight programme (up to 7 points)

An increase in the number of flights operated to/from Navarre represents greater scope for the dissemination and awareness of promotional actions, reaching a greater number of passengers and potential travellers.

The highest score shall be awarded to the offer that includes the greatest number of flights offered above the minimum required in the technical conditions document, for the total duration of the contract, provided that such increase occurs in at least both 2027 and 2028.

For these purposes, the increase in flights offered by each tenderer shall be calculated using the following formula:

$$\text{Score} = 7 \times (\text{Number of flights offered to be scored} / \text{Number of flights in the offer with the maximum number of flights})$$

If a greater number of flights is not offered in both 2027 and 2028, or if no additional flights above the required minimum are offered, the score shall be 0.

- Social criteria (up to 10 points)

Ten points shall be awarded if the commitment is made, in the event of being awarded the contract, to develop and implement, as an element of organisational quality, a code of good practices in



occupational health and safety applicable to the service that is the subject of the contract, setting out the specific conduct required of workers engaged in the execution of the contract. Otherwise, no points shall be awarded.

The awardee must submit the code of good practices prior to the commencement of the service execution, and the contract manager must verify that it is applied during the validity of the contract.

- Online positioning (up to 35 points)

The online promotional capacity of the tendering company shall be assessed, based on the average annual organic traffic to its sales website, with reference to the last 12 months from the offer submission date, which the company can evidence.

The score shall be obtained using the formula:

$$P = 35 \times (TOL / TMax)$$

Where:

- TOL: average annual organic traffic evidenced by the tenderer (visits to its sales website or main digital channel, verifiable through a recognised analytics tool: Google Analytics or equivalent) for the period of the last twelve months from the end of the offer submission date.
- TMax: the highest average annual organic traffic among the offers submitted.

(\*) A responsible declaration must be submitted mentioning the reference source such as Google Analytics or similar.

## **18. ABNORMALLY LOW TENDERS**

Tenders shall be considered abnormally low in accordance with the provisions of Clause 17.2(b) of this document. In the event that an abnormally low tender is submitted, the provisions of Article 98 of the LFCP shall apply.

## **19. CONDUCT OF THE PROCEDURE AND AWARD**

Once the offer submission period has closed, the procurement committee, in a closed session, shall proceed to open and analyse envelope no. 1 (general documentation) and shall verify the submission of the declaration of compliance with the participation requirements by all those who have tendered in the procedure.

If the documentation provided in envelope no. 1 is incomplete or raises any doubt, the tenderer shall be required to complete or remedy it, being granted a minimum period of 5 days, in accordance with Article 51.2 of the LFCP. If the required information has not been completed by the expiry of this period, the tenderer shall be excluded from the procedure.

In a second stage, the procurement committee, in a closed session, shall proceed to open envelope no. 2 and to assess the criteria that cannot be quantified through the application of formulas (qualitative criteria). If any of the submitted offers is unclear or imprecise, the procurement committee may request additional clarifications, allowing a period of between five and ten days.

Once the qualitative criteria have been assessed, the documentation relating to the criteria quantifiable by formula shall be opened.

If any of the economic offers is considered abnormally low, the procedure shall be followed in accordance with Article 98 of the LFCP.

In the event of a tie in score between two or more tenderers, it shall be resolved by applying the criteria set out in Article 99 of the LFCP. In cases where, following application of the foregoing criteria, the tie persists, it shall be resolved by lot.

The procurement committee shall issue the corresponding award proposal, which shall set out the ranking of tenderers who have submitted an admissible proposal, with the scores they have obtained.

The tenderer in whose favour the award proposal is to be made shall, at the request of the contracting administration, submit the documentation referred to in Clause 20 within a maximum period of 7 calendar days.

Once the documentation has been submitted, the contracting authority shall award the contract within a maximum period of one month from the opening of the economic offer. The award shall conform to the proposal formulated by the procurement committee.

The award decision shall be reasoned, shall specify the grounds for rejecting an offer, shall indicate the period of suspension of the effectiveness of the award and the available means of challenge, and shall be notified to the interested companies.

The award shall be published in the Navarre Procurement Portal within 5 days from the end of the period of suspension of the effectiveness of the contract award.

## **20. DOCUMENTATION TO BE SUBMITTED FOR CONTRACT AWARD**

The person in whose favour the award proposal has been made shall, at the request of the contracting administration, submit the following documentation within a maximum period of 7 calendar days from the date of the request:

- Documentation evidencing legal personality: If the tenderer is a legal person, the deed of incorporation and, where applicable, any amendments thereto, duly registered with the Companies Registry, must be submitted where this requirement is imposed by the applicable commercial legislation. Where this requirement is not applicable, the deed or document of incorporation, amendment, articles of association or founding act, in which the rules governing its activities are set out, registered, where applicable, with the relevant official registry, must be provided. If the tenderer is a natural person, the National Identity Document must be submitted.
- Power of attorney in favour of the person who signs the economic proposal on behalf of the tenderer and, where applicable, the person (in the event that this is a different person from the one who signed the economic proposal) who is to sign the contract, together with their National Identity Document. If the tenderer is a legal person, the power of attorney must be registered with the Companies Registry where this requirement is imposed by the applicable commercial legislation.
- Documentation evidencing economic and financial standing, under the terms set out in Section 10 of the Specific Conditions of the Regulatory Document.



- Documentation evidencing technical or professional capacity, under the terms set out in Section 11 of the Specific Conditions of the Regulatory Document.
- Companies whose capacities the tenderer relies upon. Where the company, in accordance with Article 18 of the LFCP, intends to supplement its standing with external means by relying on the capacities of other entities, it must demonstrate that throughout the duration of contract execution it will have the necessary resources at its disposal by submitting a written commitment from those entities for this purpose. It must also provide documentation relating to the legal personality, capacity and standing of those entities.
- In the case of commercial companies, cooperatives and workers' companies registered in the Voluntary Register of Tenderers of the Foral Community of Navarre established by Foral Decree 174/2004, of 19 April, the submission of a copy of the registration certificate in said Registry obtained electronically through the Internet, together with a responsible declaration of its validity, shall exempt the tenderer from submitting documentation relating to its legal personality and representation.
- Certificate from the Municipal Council where the tenderer is registered for the Business Tax (Impuesto de Actividades Económicas), evidencing that it is up to date with payments of that tax (issued within the six months prior to the close of the offer submission period). This certificate may be replaced by the document of registration for the tax and the most recent tax receipt. Where the tenderer is exempt from paying this tax, only a responsible declaration to that effect shall be submitted.
- If the tenderer has its tax domicile in Navarre, a certificate from the Department of Economy and Finance of the Government of Navarre, evidencing that it is up to date with its tax obligations to the Foral Treasury or, as applicable, that it has no tax obligations with the latter (available online at: [http://www.navarra.es/home\\_es/Servicios/ficha/1849/Certificados-telematicos-expedidos-por-la-Hacienda-Tributaria-de-Navarra](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 close of the offer submission period).
- If the tenderer has its tax domicile outside Navarre, a certificate from the State Tax Administration Agency (AEAT), evidencing that it is up to date with its tax obligations (issued within the six months prior to the close of the offer submission period). If its tax domicile is in the Basque Country (CAV), a certificate issued by the Foral Treasuries of Álava, Vizcaya or Guipúzcoa shall be submitted instead.
- Certificate from the Territorial Social Security Treasury, evidencing that it is up to date with payment of Social Security contributions (issued within the six months prior to the close of the offer submission period).
- Where applicable, a responsible declaration by the subcontractor(s) confirming that they agree to comply with the conditions of the contract and that they are not subject to any of the circumstances set out in Article 22 of the LFCP.
- Business authorisation. Certificate and/or accreditation from the competent international or national body in the field of air navigation, evidencing 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.



- Other documents: Where the awardee must submit other documents, these shall be specified in the request issued by the contracting authority.

*All documents must be originals, or notarially or administratively authenticated copies, or photocopies, in which case the Administration may, in case of doubt, require the submission of originals for verification. In any event, documents evidencing standing must be originals or authenticated copies.*

*In the case of tenderers participating jointly, each of them must submit the documents indicated.*

*Foreign tenderers, in lieu of the documents referred to in paragraphs (f), (g), (h) and (i), must submit the certificate or certificates issued by the competent authority in their country of origin, evidencing that they are up to date with payment of taxes and levies and social security contributions under the legal system of their country.*

Where remediable defects are found in the documentation evidencing legal personality, capacity or standing, which can be clarified without affecting the principles of equality and transparency, the person concerned shall be given a minimum period of 5 days to correct them, with a warning that failure to do so shall result in their inadmissibility.

If the person in whose favour the award proposal has been made does not submit the documentation within the indicated period, they shall be excluded and the documentation shall be requested from the next tenderer in the established order of precedence.

For the purposes of the provisions of this clause, it should be noted that Article 22.1 of the LFCP sets out the circumstances giving rise to a declaration of prohibition from contracting for tendering companies, including, among others, the following:

- Having submitted a false declaration in the responsible declaration referred to in Article 55 of the LFCP or in providing any other data relating to their capacity and standing, or having failed, for a reason attributable to them, to comply with the obligation to communicate information that limits the validity of the certificate evidencing the identity and representation of the company registered in the Voluntary Register of Tenderers of Navarre, authorised by the Public Procurement Board.
- Having improperly withdrawn their tender in an award procedure, or having prevented the award of the contract by failing to provide the documentation required to make the award proposal in their favour within the indicated period, through intent, fault or negligence.

## **21. GUARANTEES**

### **Provisional guarantee**

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

### **Definitive guarantee**

Prior to contract formalisation, the contractor shall provide a definitive guarantee in an amount corresponding to 4% of the contract award price excluding VAT. The guarantee may be provided:

- In cash. (Forms and instructions for its formalisation are available at: [http://www.navarra.es/home\\_es/Servicios/Recursos/Impresos+de+Tesoreria.htm](http://www.navarra.es/home_es/Servicios/Recursos/Impresos+de+Tesoreria.htm)).



- By means of a first demand guarantee provided by any of the Banks, Savings Banks, Credit Cooperatives and Mutual Guarantee Societies authorised to operate in Spain (forms and instructions for its formalisation are also available at the address mentioned above).
- By means of a surety insurance contract entered into with an insurance entity authorised to operate in the surety field.

The guarantee referred to shall secure the fulfilment of the contractor's obligations until the end of the contract and, in particular, the payment of penalties, as well as the repair of any damages caused by the contractor during contract execution. It may be forfeited in cases of termination due to the contractor's culpable breach.

Given the intrinsic characteristics of this contract, no guarantee period is established.

## **22. CONTRACT FORMALISATION**

The contracting authority reserves the right to declare the award procedure void, on stated grounds, where the offers received do not meet the established criteria.

The effectiveness of the award shall be suspended for a period of 10 calendar days (where only one offer has been submitted, the suspension period shall not apply), counted from the date of dispatch of the award notification, if such dispatch is made by electronic means.

The express declaration by all interested parties in the procedure that they waive the right to submit a challenge before the Administrative Tribunal for Public Procurement Contracts of Navarre shall result in the early termination of the suspension period, and the procedure may proceed.

The award decision shall be suspended upon the mere lodging of a challenge in public procurement matters, until the challenge has been resolved or until the legal period for resolution has elapsed.

The contract shall be formalised in an administrative document within 10 calendar days counted from the termination of the award suspension period. This regulatory document, the annexes thereto, and the awardee's proposal shall form part of the contract.

Failure to formalise the contract due to a reason attributable to the awardee within the period established in this document may give rise to a declaration of prohibition from contracting pursuant to Article 22.1, letter k) of the LFCP.

Contract execution may not commence without prior formalisation.

The contract may include additional stipulations to those contained in the tender documents or the awardee's offer, provided that both parties agree and that such stipulations do not grant additional rights to the awardee or modify the conditions of the contract in such a way that, had they been known by the other interested parties, they could have resulted in a modification of their offer or of their interest in the procedure. If these conditions are not met, the clause shall be deemed null and void and treated as if it were not included, without any right to compensation for the contractor.

## **CHAPTER III: CONTRACT EXECUTION**

### **23. RISK AND REWARD**



Contract execution shall be at the risk and reward of the awardee, and any losses or damages suffered during its execution shall be borne by the awardee, without prejudice to insurance taken out by the interested party.

#### **24. MONITORING OF CONTRACT EXECUTION BY THE CONTRACTING AUTHORITY**

The contract managing unit shall carry out the direction, supervision, coordination, monitoring, inspection and surveillance of the services that are the subject of the contract. Accordingly, among other functions, it shall be responsible for:

- Representing the Contracting Authority before the person designated by the contractor as responsible for contract execution in all aspects relating to the progress of the works that are the subject of the contract.
- Providing technical interpretation, where applicable, of the Technical Specifications and other contractual documents.
- Reviewing and proposing for approval, where applicable, the Work Programme and the Quality Plan for the works that are the subject of the contract.
- Supervising contract execution, and being able to issue the necessary instructions in order to ensure the correct performance of the agreed service.
- Processing and proposing penalties to the contracting authority, in accordance with the provisions of the tender documents, where applicable.
- Proposing modifications to contractual documents to the contracting authority.
- Producing such execution reports as may be required, including those needed for the return of the definitive guarantee.
- Verifying that the amounts invoiced by the contractor match the services actually performed and the prices established in the contract, and endorsing the issued invoice as appropriate.
- Limiting its role to the technical coordination of the contracted service, without assuming responsibilities related to the power of direction over workers engaged in the service, which must be exercised by the management of the contracting entity (leave, holidays, remuneration, etc.).

As a general rule, monitoring of the execution of the service shall be carried out in accordance with the following procedure:

- On a quarterly basis, the awardee shall send the Directorate General for Tourism a justification report for all actions carried out in execution of the subject matter of the contract, with a breakdown of the economic amount corresponding to each executed action and the impact achieved.
- In addition, each report shall be accompanied by all documents justifying the effective implementation of each action, in accordance with the provisions of this document.
- The report shall be duly signed and sealed. All of the above is for its receipt and approval by the Directorate General for Tourism of the Government of Navarre.
- Upon receipt of the contractor's documentation, the contract managing unit shall analyse the content 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 shall verify that the invoiced amount does not exceed the unit prices set out in the offer. If any error or omission is detected, it shall request clarification or rectification from the contractor.

- Approval by the contracting authority shall be communicated to the contractor.
- Subsequently, the contractor must send the invoice for the actions carried out, justified and approved, which shall follow the relevant internal processing steps for payment.

#### **Monitoring of action execution:**

In addition to the above, the contract managing unit shall carry out random checks relating to the contractor's compliance with the promotional and marketing actions, which shall be duly documented in the administrative record.

#### **Monitoring of operational execution:**

The contractor must evidence compliance with the offered operations by submitting, together with the quarterly justification report, AENA certificates that confirm the matters set out in the corresponding justification report.

For additional checks, the Directorate General for Tourism may, when it deems appropriate, request reports from institutions or bodies it considers relevant regarding the commercial operations carried out by the airlines in whose channels the contracted promotional and marketing actions are performed.

## **25. INVOICING AND PAYMENT METHOD**

Payment of the price shall be based on the actions actually executed. Only those promotional and marketing actions that are duly executed and evidenced by the contractor shall be paid.

The contractor shall have the right to payment of the contract price upon submission of the corresponding invoices and a favourable report from the contract managing unit, in accordance with the procedure set out in Section 24.2 of this document. Accordingly, the awardee shall issue a maximum of four invoices per year, on a quarterly basis, for amounts that need not be equal, depending on the activities justified in each quarter.

The content of invoices must comply with the provisions of Foral Decree 23/2013, of 10 April, approving the Regulation governing invoicing obligations.

The payment method shall be bank transfer.

## **26. FULFILMENT OF THE CONTRACT**

The contract shall be considered fulfilled by the contractor when it has performed to the satisfaction of the Department of Culture, Sport and Tourism the entire subject matter of the contract, in accordance with the provisions of this document, the Technical Specifications, the technical proposal and the contract formalisation document.

The contractor shall be responsible for the technical quality of the work it carries out and the services provided, as well as for any consequences for the Administration or third parties arising from omissions, errors, inadequate methods or incorrect conclusions in the execution of the contract.



## **27. COMMITMENTS OF THE CONTRACTING AUTHORITY**

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

- Provide the awardee with reliable, accurate, up-to-date and complete information, to the extent and in the manner necessary for the provision of the contracted services.
- Provide all documentation and information required for adequate contract execution in advance.
- Inform the awardee in advance, and where possible before they occur, of all actions or circumstances that may be relevant in connection with the scope of the services that are the subject of this contract.

## **28. GENERAL OBLIGATIONS OF THE AWARDEE**

The contract shall be executed in strict compliance with the commitments made in the awardee's offer, the conditions set out in this regulatory document and, in general, in accordance with the instructions issued by the contract managing unit in matters relating to contract execution.

In addition, the contracting company shall have the following obligations:

- Provide the human and material resources for the optimal performance of all works that are the subject of this contract, at its own expense. In particular:
  - The awardee shall bear the labour obligations determined by the legislation in force at any given time with regard to wages, social security, workplace accidents, labour mutual funds, training, safety and health, etc. In all cases, it shall be obliged to comply, as a minimum, with the wage conditions for workers in accordance with the applicable sectoral collective agreement.
  - The personnel used by the awardee in the execution of this contract shall not acquire any employment relationship with the Administration of the Foral Community of Navarre, as they are understood to be dependent solely on the contracting company.
  - The contracting company shall replace all absences among the personnel providing the service, regardless of the reason (holidays, sick leave, at the request of the contracting company itself, etc.), taking the appropriate measures to maintain the security plan at all times.
  - In the event of replacement of a team member assigned to contract execution, the new member must have at least the experience and qualifications required under this document, and prior approval by the contract managing unit shall in any event be required.
- Assume responsibility for the technical quality of the work performed and the services provided, as well as for any consequences for the contracting authority or third parties arising from omissions, errors, inadequate methods or incorrect conclusions in the execution of the contract.
- Supply the contracting authority, upon request and within 10 working days, with all the information required to fulfil the obligations set out in Title II of Foral Law 5/2018, of 17 May,



on Transparency, Access to Public Information and Good Governance, which obligation must be expressly included in the relevant contract.

- The contractor must justify to the contracting authority, whenever requested, compliance with the labour conditions established in the applicable sectoral collective agreement or any other matter considered necessary in relation to legal personality, capacity, standing or the manner of contract execution.
- The contractor shall at all times comply with the environmental legislation applicable to the activities that are the subject of this procurement. For this purpose, it shall hold and keep up to date any licence or authorisation required by the regulations in force (or those to be enacted during the term of the contract) for the provision of this type of service, in particular environmental legislation.

In all cases, environmental assessment procedures shall be respected, where applicable, in accordance with the legislation in force, as well as any other impact assessments that may be applicable under environmental legislation.

## **29. SOCIAL, ENVIRONMENTAL AND GENDER EQUALITY REQUIREMENTS IN CONTRACT EXECUTION**

### **General conditions of execution (Article 66 of the LFCP):**

The following are general conditions of contract execution:

- The contract is subject to compliance with the legal, regulatory and collective agreement provisions in force with regard to taxation, Social Security, environmental protection, employment protection, gender equality, harassment on grounds of sex or sexual harassment, working conditions, prevention of occupational risks and other labour legislation, socio-occupational integration of persons with disabilities, and the obligation to hire a specific number or percentage of persons with disabilities, and in particular to the conditions established by the most recent sectoral collective agreement at the lowest applicable level in the sector covering the activity to be contracted.
- The economic offer must be adequate for the awardee to meet the costs arising from the application, as a minimum, of the applicable sectoral collective agreement, and the hourly pay rates included must not in any case be lower than the hourly rates plus pay improvements under the collective agreement plus Social Security costs.

### **Special conditions of execution (Article 106 of the LFCP):**

The following are special conditions of contract execution:

- All material to be delivered in the execution of the contract shall preferably be produced by electronic means and, in cases where printing is necessary, chlorine-free recycled paper (TFC) shall be used.
- In all documentation generated as a result of the execution of the contract, the awardee must use non-sexist language in the documentation and materials, as well as employ an image reflecting values of equality between women and men, non-stereotypical gender roles and



shared responsibility in care. The Administration may verify this at any time during contract execution and may request the models and materials used.

- Reports, partial and/or final reports produced during contract execution that contain data relating to natural persons must be disaggregated by sex wherever it is feasible to obtain such data.

The awardee must be in a position to evidence compliance with the said conditions of execution at any time during the validity of the contract, by means of the relevant certificates and declarations.

Failure to comply with the conditions of execution, as well as with the social award criteria, shall be classified as a very serious breach in the manner indicated in this document, as they constitute essential contractual obligations.

All conditions of execution forming part of the contract shall equally be required of any subcontractors participating in its execution.

### **30. CONTRACT MODIFICATION**

In accordance with Article 114 of the LFCP, the contract may only be modified for reasons of public interest, without affecting its substantive content, and shall introduce only strictly essential variations to respond to the objective cause making them necessary. The cumulative amount of all modifications may not exceed 50% of the contract award amount.

A specific cause for contract modification may be considered, subject to the provisions of the preceding paragraph, if a new competitor enters into operation on the same route (same airport of origin and same airport of destination), with a similar frequency to that operated by the awardee from the Airport of Pamplona to the airport or airports selected in each lot.

The processing of the modification file shall generally follow the provisions of Articles 143 and 144 of the LFCP.

Impact on the advertising strategy:

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

### **31. TEMPORARY SUSPENSION OF THE CONTRACT**



The awardee may propose to the Directorate General for Tourism the temporary suspension of the contract if any of the following force majeure causes arise:

- Extraordinary health conditions in the city/region/country of origin or destination of the various air routes, declared by the competent health authorities or governments considering those areas as high risk.
- Unavailability of personnel and/or supplies for health or geopolitical reasons.
- Restrictions on mobility that prevent or restrict the free movement of persons between territories (border closures; restrictions on air travel; travel restrictions or prohibitions according to nationality or country of origin or destination; imposition of quarantines, etc.)

Contract execution shall resume once the cause of suspension has ceased and the awardee is able to restart the commercialisation and commencement of operations on the various air routes.

The temporary suspension and the resumption of contract execution shall be agreed by Resolution of the Directorate General for Tourism.

No contract price shall be paid from the adoption of the temporary suspension resolution until its resumption.

### **32. ASSIGNMENT AND SUBCONTRACTING**

Assignment and subcontracting of the contract shall be subject to the provisions of Articles 107 and 108 of the LFCP.

### **33. ACCEPTANCE OR CONFORMITY**

Acceptance or conformity of the execution of the advertising actions shall require a favourable report from the contract managing unit of the Directorate General for Tourism.

### **34. BREACHES AND PENALTIES**

All conduct by the contractor that, in general terms, constitutes total or partial non-compliance with the obligations imposed by this document or arising from the contract, any omission of required actions, as well as non-compliance with the deadlines for contract execution, shall be subject to penalisation by the Department of Culture, Sport and Tourism of the Administration of the Foral Community of Navarre.

Likewise, non-compliance with the instructions or orders issued by the Contract Managing Unit in the exercise of its supervisory and inspection powers over contract execution may also be subject to penalisation.

In order to determine whether or not an infringement exists, the importance of the service not performed, the existence or otherwise of negligence, repeated failure to provide services, and the significance of the incident in relation to the service as a whole must all be taken into account. A penalty procedure shall only be initiated where such assessment results in the existence of an infringement that is equitable and proportionate.



Regardless of whether the conduct is classified as a contractual breach, the Department of Culture, Sport and Tourism shall not pay the company the amount corresponding to the services not performed and shall, if damages or losses are caused, seek the relevant compensation.

Non-execution of the offered actions due to operational causes such as adverse weather conditions, strikes or technical incidents shall not be deducted from the total flight target and shall be treated as completed flights, provided they do not exceed 5% of the total flights committed for the contractual period.

Where the number of cancellations, regardless of their cause, exceeds 5% but remains below 30% of the total flights committed for the contractual period, the awardee may request compensation for the number of cancelled flights by scheduling and operating new flights within the same contractual period. These compensatory flights must be authorised and validated by the contracting authority, upon submission of the corresponding plan.

If the tenderer does not request compensation or, in any case, does not carry out such compensation under the terms and deadlines established by the contracting authority, it shall be considered a very serious breach and a financial penalty shall be applied for each unfulfilled flight that exceeds the 5% threshold and is less than 30% of the total flights committed for the contractual period, calculated on the basis of a unit value for each operation.

As a guideline, the award price per lot and the number of flights offered for the contractual period shall be used as the basis for calculating the estimated value of each flight. For each flight not operated and not duly compensated, the awardee shall be required to reimburse the corresponding amount, plus applicable legal interest, calculated at the legal rate in force at the time the penalty is applied.

Contractual breaches are classified as minor, serious and very serious:

- Minor breaches: those that do not significantly affect contract execution, but represent a minor deviation from compliance and are not classified as serious or very serious breaches pursuant to the following paragraphs.
- Serious breaches: those that significantly affect the correct execution of the contract and compromise the effectiveness of the sponsorship actions. The following are classified as such:
  - False information on advertising impacts.
  - Non-execution of any of the planned advertising actions without prior justification.
  - Failure to attend monitoring meetings without justified cause.
  - Improper use of the Navarre brand on advertising media in a manner that affects its image.
- Very serious breaches: those that cause significant damage to the promotion of the Navarre brand. The following are classified as such:
  - Failure to fulfil the commitments offered that served as award criteria.
  - Failure to comply with the special conditions of execution.
  - Unjustified refusal to carry out actions arising from contract execution as instructed in writing by the staff of the Managing Unit, provided that this attitude is directly attributable to the company, its managers or employees.



- Assigning the rights and obligations arising from the contract without authorisation from the Department of Culture, Sport and Tourism.
- Subsequent failure to meet the capacity to contract or incurring in any grounds for exclusion from contracting during the execution of the contract.
- Failure to observe the obligation of professional secrecy or the personal data protection regulations.
- Breach of labour or social obligations with regard to its workers.
- Failure to comply with the legislation on equality between women and men.
- Cancellation of routes or suspension of flights without justification or without prior authorisation from the Directorate General for Tourism.

The penalties to be imposed in the event of any breach provided for in this document are as follows:

- Any minor breach shall give rise to the imposition of a penalty of up to 1% of the award amount.
- Any serious breach shall give rise to the imposition of a penalty of between 1% and 5% of the award amount.
- Any very serious breach shall give rise to the imposition of a penalty of between 5% and 10% of the award amount. This may reach 20% of the award amount in the event of non-compliance with the special conditions of execution.

Penalties shall be imposed by agreement of the contracting authority, adopted on a proposal from the contract managing unit, after a hearing with the contractor, and shall be enforced by deduction from the amounts to be paid to the contractor by way of full or partial payment, or from the guarantee provided.

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

### **35. TERMINATION OF THE CONTRACT**

The contract shall be subject to termination when any of the grounds provided for in the LFCP arise, and in particular those in Article 160 thereof, except as provided in paragraph 1(f).

The following are specific grounds for contract termination:

- Where the number of route cancellations, regardless of their cause, exceeds 30% of the total flights committed for the contractual period. The contractor shall indemnify the Administration for the damages and losses caused as a result.
- Where the average load factor of the route has been below 35% during the last twelve months, the contract may be terminated by mutual agreement. The load factor must be evidenced through official sources.

Notwithstanding the above, even where any of the grounds set out in the preceding paragraphs are present, the contracting authority may, exceptionally, agree to continue contract execution if it demonstrates that termination could cause serious harm to the public interest.

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

### **36. OWNERSHIP OF WORKS, DATA PROTECTION AND CONFIDENTIALITY**

The Directorate General for Tourism shall provide the contracting company with images and other material from institutional campaigns to ensure homogeneity and coherence in the strategy of the Foral Community of Navarre's tourism campaigns.

This contract provides that all materials, content and creations developed in the execution of the advertising strategy shall be the exclusive property of the Government of Navarre. The contracting company shall fully and without limitation assign all exploitation rights to the produced materials, guaranteeing their unrestricted use, reproduction and distribution by the Directorate General for Tourism.

All documents produced and works carried out for the execution of this contract shall be the exclusive property of the contracting Administration and the contractor may not use, exploit or disclose them, except by agreement to the contrary.

The contracting company, and all members of its work team, are obliged to treat the information received in a confidential and reserved manner, and to process data in accordance with the instructions and security conditions laid down by the contract managing unit.

The awardee must respect the confidential nature of any information it accesses in connection with the execution of the contract that has been designated as such or that, by its very nature, should be treated as such, and shall be obliged to maintain secrecy with regard to data or background information that, not being public or well-known, is related to the subject matter of the contract of which it becomes aware in connection therewith, during the term of the contract and for five years after its expiry.

The awardee may not use for its own benefit or provide to third parties any data from the contracted works, nor publish, in whole or in part, the content thereof without the written authorisation of the contracting authority.

The awardee equally undertakes to faithfully and carefully safeguard the documentation provided to it for the performance of the work and, with it, the obligation that neither the documentation nor the information it contains, or to which it gains access as a result of the work, shall in any case come into the possession of third parties.

The awardee that breaches this obligation of secrecy and confidentiality shall be liable for all damages and losses that its conduct may cause to the Directorate General for Tourism.

The awardee shall comply, in the execution of the contract, with the applicable legislation on personal data protection 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 Personal Data Protection and guarantee of digital rights.

### **37. APPEALS**

The contracting parties are subject to the provisions of this regulatory procurement document, its annexes and the corresponding technical specifications document, all of which have contractual



status. Likewise, the technical offer of the awardee(s), in all matters that do not contradict or worsen the conditions set out in the foregoing documents, the contract formalisation document, any modifications thereto, and the work plan accepted by the contracting authority, shall also have contractual status.

In the event of discrepancies between the Technical Specifications and the Administrative Specifications, the Administrative Specifications shall prevail.

Ignorance of the particular conditions of the contract in any of its terms, of the annexed documents or of the rules and regulations of any kind enacted by the contracting authority that may be applicable to the execution of the agreement, shall not exempt the awardee from the obligation to comply with them.

The contracting authority holds the power to interpret the contract and resolve any doubts arising in the course of its performance.

Under the theory of separable acts, the Administrative Court shall have jurisdiction over matters relating to the preparation and award of the contract. Disputes arising therefrom shall in the first instance be resolved by the contracting authority, against whose decisions the following remedies may be lodged:

- Administrative appeal before the Councillor for Culture, Sport and Tourism, within one month from the notification or publication of the contested act.
- Optionally, and in substitution of any other administrative remedy, interested parties in the tender may lodge a challenge before the Administrative Tribunal for Public Procurement Contracts of Navarre against procedural or final decisions that exclude them from the tender or prejudice their expectations, and against the other acts provided for in Article 122 of the LFCP, within ten calendar days counted from the day following notification or, as applicable, publication of the contested act. This challenge shall be submitted electronically through the Navarre Procurement Portal.

Against the resolution of the aforementioned remedies, an administrative appeal may be lodged before the court of the same jurisdiction within two months. This period shall be computed from the day following notification or publication of the contested act.

The civil courts shall be competent to resolve disputes arising between the parties in relation to the effects and termination of the contract.

### **38. SUBMISSION TO JURISDICTION**

The submission of an offer for this contract implies acceptance by the tenderer of the jurisdiction of the Courts and Tribunals of Pamplona for any actions and claims that may arise from this contract and in respect of which such submission is valid.

## TECHNICAL SPECIFICATIONS DOCUMENT

### PROCUREMENT OF THE PROMOTION SERVICE FOR THE NAVARRESE TOURISM SECTOR AND AIR CONNECTIVITY

#### 1. SUBJECT MATTER OF THE CONTRACT

This document sets out the technical conditions governing 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 media and channels of airline companies.

The subject matter of the contract is divided into two lots:

- Lot 1: Promotion plan through air connectivity with Barcelona
- Lot 2: Promotion plan through air connectivity with Seville

In addition to promoting the Visit Navarra tourism brand, the contract aims to attract new passengers through actions directed at understanding the target customer, designing incentives and ensuring continuous advertising impacts at the various stages of the journey. These measures shall be coordinated with the flight planning to maximise the return on the sponsorship.

#### 2. INTRODUCTION AND CONTEXT

Air connections of the Foral Community of Navarre are considered a critical factor for regional competitiveness from several perspectives: industrial, commercial, business, social and tourism. Air connectivity facilitates direct access to the destination for travellers with different motivations (tourism, conferences, scientific, healthcare, professional) and enhances regional visibility in segments of interest. Interaction with airlines makes it possible to leverage their communication infrastructure and customer databases of potential travellers, thereby increasing the effectiveness of promotional actions. Sponsorship through their channels and joint marketing strategies will capture the attention of potential travellers and convert that interest into actual visits to Navarre by air.

However, the region is currently only connected with Madrid and several destinations in the Canary Islands, placing it at a disadvantage compared to nearby, more connected regions with several national and international connections. The Government of Navarre plans to promote the creation of new national and international air connections through aerial promotion campaigns, for those routes that various studies have identified as strategic based on analysis of current and potential demand, both outbound and inbound. This plan will promote national and international connections that foster Navarrese business, industrial, scientific and tourism competitiveness, generating new socio-economic development opportunities.

This tender follows the roadmap approved by the Connectivity Table, a public-private collaboration workspace, with the aim of improving connections at Pamplona Airport as a strategic issue for the economic and tourism development of Navarre. The table, which has already held several meetings, is made up of representatives of the regional executive, AENA, the City of Pamplona and agents from Navarrese civil society in the business sector (CEN, Chamber of Commerce, AIN), tourism sector (AEHN, ANAPEH) and universities (UPNA, UNAV). The various economic, academic and scientific



agents agree that promoting Navarre in certain European and national markets through direct air connections would constitute a fundamental driver for Navarrese society and industry. This would support a booming tourism sector and recover current unmet demand from travellers entering or leaving Navarre through other airports, which has been quantified through mobile phone terminal analysis at almost 300,000 trips in the last year (source: AENA Market Intelligence. Period: July 2024 – June 2025).

Based on the foregoing, it is considered necessary to promote communication and dissemination actions for the Navarre tourist destination as a venue for conference, scientific, health, business and sports tourism, among others, by fostering stable air connectivity that enables access to national and international destinations of strategic interest for Navarre.

### **3. SCOPE OF SERVICE**

#### **Flight Programme**

The promotional objectives of each connection differ, and therefore separate requirements are set out for each lot.

#### **LOT 1 – PROMOTION THROUGH CONNECTION WITH BARCELONA**

- Regular direct air connections must be established or maintained, operated to or from Pamplona Airport (PNA) and Barcelona Airport (BCN).
- This regular connection must operate a minimum of 50 flights in 2026 (the initial year of the contract, in the last quarter), a minimum of 270 flights in 2027 and a minimum of 270 in 2028. For the entire contractual period, the minimum required is 590 flights.
- The flight programme may be adjusted by mutual agreement between the parties, taking into account the promotion needs of the destination, provided that these modifications do not result in a reduction in advertising services or in the minimum number of annual flights established.
- Aircraft used for the service must have a minimum capacity of 100 seats per flight, which may be increased according to demand.
- The timetable offer shall be designed to accommodate point-to-point travel as well as connecting travel, facilitating national and particularly international connections. This connectivity factor is one of the most relevant aspects of this lot, which selects Barcelona on account of its status as a national and international hub.

Complete air connectivity, national or international, shall be understood as the service that guarantees the passenger an integrated journey from Pamplona to the final destination, connecting through Josep Tarradellas Barcelona – El Prat Airport, with a connection time not exceeding 4 hours, and meeting the following characteristics:

- Single ticket for the connection: the passenger's ability to purchase the entire itinerary in a single transaction and under a single booking reference or reservation code.
- Luggage check-in to the final destination.



- Connection guarantee: the airline's responsibility to protect the passenger in the event of missing a connecting flight due to delays or cancellations on the outbound leg. This entails the obligation to rebook the passenger on the next available flight to the final destination at no additional cost.

## **LOT 2 – PROMOTION THROUGH CONNECTION WITH SEVILLE**

- Direct air connections must be established or maintained, operated to or from Pamplona Airport (PNA) and Seville Airport (SVQ).
- This connection must operate a minimum of 34 flights in the last quarter of 2026 (the initial year of the contract), a minimum of 144 flights in 2027 and a minimum of 144 in 2028. For the entire contractual period, the minimum required is 322 flights.
- The flight programme may be adjusted by mutual agreement between the parties, taking into account the promotion needs of the destination, provided that these modifications do not result in a reduction in advertising services or in the minimum number of annual flights established.
- Aircraft used for the service must have a minimum capacity of 100 seats per flight, which may be increased according to demand.

## **Advertising and Sponsorship Actions**

Navarre Tourism and the airline agree to collaborate in the promotion of the Foral Community of Navarre as a tourist and business destination. For this purpose, tendering companies may offer an action plan for online, offline or other advertising in their own or third-party media.

Promotional actions must be aligned with the strategic objectives identified for this tender:

- To achieve a leadership position as a sustainable, high-quality tourist destination, linked to nature, outdoor sports, gastronomy and culture.
- To encourage de-seasonalisation and internationalisation.

Tendering airlines may offer in their Sponsorship Plan the promotional actions they consider necessary for the subject matter of the contract, provided that the minimum direct impacts required for each lot are guaranteed and that the minimum actions established in this section for each lot are included.

To evidence the direct impacts of the proposed actions, whether online or offline, tendering companies must provide the figures and calculations used to obtain them.

The promotional objectives, hub role, target audience and required flight programme differ for each connection, and therefore separate requirements are established in this section for each lot.

## **LOT 1 – PROMOTION THROUGH CONNECTION WITH BARCELONA:**

- Advertising impacts: 25,625,000 for the total duration of the contract.
  - 925,000 in 2026.
  - 12,350,000 in 2027.
  - 12,350,000 in 2028.
- Minimum promotional actions:



- The airline shall guarantee the dissemination of advertising messages about Navarre on its official website or other digital channels, through visible central banners that redirect to the portal designated by Navarre Tourism.
- Advertising inside the aircraft in visible locations for passengers, such as overhead luggage compartments, seat headrests or cabin service, for a minimum of 1 month during the duration of the contract.
- On-board announcements aimed at highlighting specific resources, events or activities available at the destination.
- Exterior advertising with vinyl wrapping of the fuselage of at least one aircraft, for the entire duration of the contract.

#### **LOT 2 – PROMOTION THROUGH CONNECTION WITH SEVILLE:**

- Advertising impacts: 5,785,000 for the total duration of the contract.
  - 225,000 in 2026.
  - 2,780,000 in 2027.
  - 2,780,000 in 2028.
- Minimum promotional actions:
  - The airline shall guarantee the dissemination of advertising messages about Navarre on its official website or other digital channels, through visible central banners that redirect to the portal designated by Navarre Tourism.
  - Publication of at least 4 posts per year on each of the company's social media accounts. The hashtag #visitnavarra shall be used along with mentions of the official Navarre Tourism accounts.
  - Sending of at least 4 newsletters per year, directed at the awardee's own databases, containing flight offers to Navarre.

#### **4. SERVICE COORDINATION AND MONITORING**

##### **Supervision of actions**

To ensure the correct execution of the actions that are the subject of the contract, a supervision system is established based on the principles of effectiveness, efficiency and transparency. The contracting parties shall designate technical managers who will act as interlocutors responsible for coordinating and supervising the planned activities.

The contractor shall be responsible for ensuring the implementation of the planned actions in accordance with the technical specifications of the contract and actively participating in monitoring meetings providing detailed information on the status of executed actions.

For its part, Navarre Tourism shall provide the necessary guidelines for the correct implementation of the actions, review and validate the contractor's proposals and any modifications that may arise during contract execution, and convene regular meetings to assess progress and resolve incidents.

##### **Documentation and periodic reports**



In order to evidence the implementation of the actions and assess their impact, a documentation and periodic reporting system is established to enable rigorous monitoring of activities.

The awarded airline must submit periodic reports that include a description of the actions executed during the relevant period, documentary evidence such as photographs, videos or screenshots evidencing the carrying out of the activities, and a preliminary assessment of the impact of the actions based on the indicators and measurement tools established in the contract.

To ensure the effectiveness of the strategies, the awarded airline shall submit reports, which shall be validated by Navarre Tourism, at the latest prior to the issuance of each invoice, covering the sections requested in this document.

Upon completion of the contract, a final execution report shall be required, including a global summary of the activities carried out, a comprehensive assessment of the impact of the actions, and recommendations for future related initiatives.

Monitoring meetings may also be held and may be convened, when deemed appropriate, at the request of either party. These meetings shall aim to assess compliance with the established objectives, identify and resolve any deviations in the execution of the actions, and propose necessary adjustments to ensure the success of the project.

The implementation of this coordination and monitoring system will help ensure the quality and effectiveness of the contracted actions, as well as maximise their impact in the interests of the contract.

## **5. SPECIFIC OBLIGATIONS OF THE CONTRACTOR**

- The awarding entity shall designate the work team required for contract execution, and shall have sufficient technical, financial and staffing resources for the proper provision of the service.
- The awarding entity shall designate, from among the members of its team, a professional who will be responsible for coordinating with the contract managing unit, with the aim of centralising communications and administrative matters relating to the sponsorship of the promotional actions and routes, as well as monitoring any incidents.
- This responsible person shall be the sole valid interlocutor for all matters relating to the contract and shall moreover operate on a full availability basis, guaranteeing a maximum response time of 24 hours for any eventuality that may arise. A person shall be designated to coordinate the execution of the works and act as interlocutor with the contract managing unit (with a company mobile phone available for emergencies 24 hours a day), as well as having decision-making capacity in the provision of the service and in the resolution of any incidents that may arise. The managing unit shall also designate a person to facilitate the coordination of the works.
- Provide all materials and human resources necessary for the management of the contract.
- Bear all costs arising from the correct execution of the contract, without exception, as well as the applicable taxes, levies, licences, permits and insurance.



- Obtain any authorisations or licences, whether official or private, required for the execution of the contract.
- For promotional actions requiring printing, signage and placement of messages, the removal thereof shall be at the expense of the awardee. The placement/insertion of communication messages, on whatever medium, shall be carried out directly by the awardee. Where serigraphy campaigns are carried out on mobile media, long-lasting and resistant materials shall be used, respecting the instructions provided by the owners of these media so as not to damage them or impair their functionality. In any case, the awardee is ultimately responsible for the condition of the communication space and material (message/advertisement); therefore, if the poor condition of the advertisement, for whatever reason, requires its repair or replacement, the awardee shall be required to repair or replace it at its own expense.
- At the end of the contract, any costs necessary to restore the media to their original condition shall be borne by the awardee, particularly in the case of mobile media.
- Nothing may be placed over the advertisements that prevents or impairs the correct interpretation of the message. The execution of the various promotional or promotional actions must be carried out without prejudice, in any case, to compliance with the provisions and instructions in force on safety matters, for which purpose the contractor must obtain the required authorisations from the competent bodies.
- The awarding entity shall provide the necessary technical and material support and tools, as well as any other instruments or auxiliary means required for the correct performance of the subject matter of the sponsorship contract. The Government of Navarre shall not bear any additional costs beyond the contract price.



## **ANNEX I – INSTRUCTIONS FOR COMPLETING THE EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD) BY TENDERERS**

In order to complete the responsible declaration using the standardised European Single Procurement Document (ESPD) model, the following steps must be followed:

- Export the espd-request.xml file to your device. This file is included in the zip file of the same name, available in the tender publication notice on the Navarre Procurement Portal, under "Documents and supplementary documentation".
- Open the following link: <https://ec.europa.eu/growth/tools-databases/espd>
- Select the language "Spanish".
- Select the option "I am an economic operator".
- Select the option "Import an ESPD".
- Upload the ESPD.xml file previously downloaded to your device (step 1).
- Select your country and click "next".
- Complete the relevant sections of the ESPD.

Companies registered in the Official Register of Tenderers and Classified Companies of the State (ROLECE), or in the Voluntary Register of Tenderers of Navarre, or an equivalent register of other Autonomous Communities, only need to provide in Part II any information not recorded therein or that, even if recorded, is not up to date, provided that they include in the ESPD the information required to access that register.

Part V only needs to be completed if the award procedure is the restricted procedure or the tender procedure with negotiation.

All questions in the sections included in the ESPD must be answered.

- Print and sign the document. This duly completed and signed document must be submitted together with the rest of the tender documentation in accordance with the provisions of the tender documents and within the deadline set therein.

Where Temporary Joint Ventures or persons participating jointly tender, an ESPD must be completed for each company forming the JV or each individual participant.

Where the tendering company demonstrates the standing required to enter into the contract based on the standing and resources of other independent entities, an ESPD must be completed by the tendering company and one by the company whose resources are being relied upon.

The "Recommendation of the Advisory Board on Administrative Procurement on the use of the European Single Procurement Document provided for in the new public procurement Directive", published in the Official State Gazette No. 85 of Friday 8 April 2016 (Section III, p. 24845) is available at the following link: <http://www.boe.es/boe/dias/2016/04/08/pdfs/BOE-A-2016-3392.pdf>



## **ANNEX II – MODEL RESPONSIBLE DECLARATION (Envelope 1)**

Mr/Ms:

With National Identity Document number:

On behalf of:

With Tax Identification Number:

With email address for notifications:

In connection with the tender for the contract "PROCUREMENT OF THE PROMOTION SERVICE FOR THE NAVARRESE TOURISM SECTOR AND AIR CONNECTIVITY", LOT NO. \_\_\_\_\_, in accordance with Article 55 of Foral Law 2/2018, of 13 April, on Public Contracts, I DECLARE:

That I hold a valid aeronautical certification compatible with the facilities of Pamplona Airport (PNA), as well as the licences and permits required for air operations in the European Union.

To this end, I indicate that the previous procedure in which I was awarded the contract and whose documentation I intend to reuse is \_\_\_\_\_. I also declare that the conditions evidenced in that procedure are still in effect.

(Place, date and signature)



### **ANNEX III – COMMITMENT OF TEMPORARY JOINT VENTURE (Envelope 1)**

Mr/Ms:

With National Identity Document no.:

Acting in their own name or on behalf of:

- Company:
- With Tax Identification Number:
- Registered address for notifications at:
- In accordance with power of attorney no.:
- Contact telephone number:
- Contact email address:

Mr/Ms:

With National Identity Document no.:

Acting in their own name or on behalf of:

- Company:
- With Tax Identification Number:
- Registered address for notifications at:
- In accordance with power of attorney no.:
- Contact telephone number:
- Contact email address:

HEREBY DECLARE UNDER THEIR PERSONAL RESPONSIBILITY:

- That they express their intention to form a temporary joint venture (TJV), committing themselves, in the event of being awarded the contract that is the subject of the tender, to formalise the constitution of said TJV in a public deed.
- That the percentage participation held by each company in the Temporary Joint Venture shall be as follows (expressed as a percentage): .....
- That, for the purposes mentioned, they designate as the sole representative of the TJV: .....
- That they likewise designate the following as the sole and valid address for notifications from the Administration: .....



**Gobierno de Navarra**  
**Nafarroako Gobernua**

Departamento de Cultura, Deporte y Turismo  
Kultura, Kirol eta Turismo Departamentua

**Servicio de Marketing  
y Producto Turístico**  
**Marketing eta Produktu**  
**Turistikoaren Zuzendaria**  
Navarrería, 39  
31001 PAMPLONA / IRUÑA

And in witness whereof, and for the purposes of being admitted to the procedure processed accordingly, they issue this declaration at

(Place, date and signature)

(Signed by the legal representatives of all members of the TJV)



#### **ANNEX IV – MODEL ECONOMIC OFFER AND QUANTITATIVE CRITERIA (Envelope 3)**

Contract for the "PROMOTION SERVICE FOR THE NAVARRESE TOURISM SECTOR AND AIR CONNECTIVITY" through an open procedure.

Mr/Ms:

With National Identity Document number:

On behalf of:

With Tax Identification Number:

In connection with the tender for the contract "PROCUREMENT OF THE PROMOTION SERVICE FOR THE NAVARRESE TOURISM SECTOR AND AIR CONNECTIVITY", LOT NO. \_\_\_\_\_, I commit to executing said works in strict compliance with the regulatory procurement document, at the price set out below, as well as to meeting the following quantitative criteria.

##### **LOT 1 – PROMOTION THROUGH CONNECTION WITH BARCELONA:**

- Economic offer: ..... (in words and figures) euros (VAT excluded).
- Promotional value associated with the flight programme (number of additional flights above the minimum required): ..... (in words and figures).
- Social criteria:

|                                                                                                                                                                                                                                                                                                                  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Commitment, in the event of being awarded the contract, to develop and implement a code of good practices in occupational health and safety applicable to the service that is the subject of the contract, setting out the specific conduct required of workers engaged in the execution of the contract. YES/NO |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

- Promotional value linked to air connectivity (\*):
  - Number of domestic destinations: ..... (in words and figures).
  - Number of international destinations: ..... (in words and figures).

(\*) A responsible declaration must be submitted mentioning the official reference for the information.

- Online promotional capacity (\*):

|                                                                                    |  |
|------------------------------------------------------------------------------------|--|
| Indicate the online promotional capacity of the offer, as set out in Section 17.2. |  |
|------------------------------------------------------------------------------------|--|



(\*) A responsible declaration must be submitted mentioning the reference source such as Google Analytics or similar.

**LOT 2 – PROMOTION THROUGH CONNECTION WITH SEVILLE:**

- Economic offer: ..... (in words and figures) euros (VAT excluded).
- Promotional value associated with the flight programme (number of additional flights above the minimum required): ..... (in words and figures).
- Social criteria:

|                                                                                                                                                                                                                                                                                                                  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Commitment, in the event of being awarded the contract, to develop and implement a code of good practices in occupational health and safety applicable to the service that is the subject of the contract, setting out the specific conduct required of workers engaged in the execution of the contract. YES/NO |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

- Online promotional capacity (\*):

|                                                                                    |  |
|------------------------------------------------------------------------------------|--|
| Indicate the online promotional capacity of the offer, as set out in Section 17.2. |  |
|------------------------------------------------------------------------------------|--|

(\*) A responsible declaration must be submitted mentioning the reference source such as Google Analytics or similar.

(Place, date and signature)