



SCHEDULE OF ADMINISTRATIVE AND TECHNICAL CLAUSES FOR THE PROCUREMENT OF A SUSTAINABILITY CONSULTANCY SERVICE WITHIN THE FRAMEWORK OF THE INTERREG EUROPE 'GREEN SCREEN' PROJECT.

OPEN TENDER PROCEDURE. ORDINARY PROCEEDINGS.

FILE No.: L72/2017

DATE: 07-07-2017

CLAUSE 1.- AIM AND DESCRIPTION OF THE CONSULTANCY SERVICE

The aim of this Schedule is to establish the particular clauses for procurement, via an open tender procedure, of a sustainability consultancy service for the Interreg Europe *Green Screen* project.

The aim of the contract is to provide a continuous independent consultancy service to collaborate with and support the eight partners in the participating regions of the project (as per the description in Annex I). The successful bidder will act as an expert consultant in sustainability matters to deliver the correct development of the *Green Screen* project.

The consultancy will therefore be required to advise *PROMÁLAGA* and its partners on the promotion and adoption of more sustainable policies and practices within the audiovisual sector (film productions, TV productions, etc.) both at implementation level in the different participating regions, as well as for the project as a whole.

The contract's aim includes the following tasks, to be developed during the contract period:

1. Provide expert advice on the different regional contributions each partner region must carry out for the project's baseline study (SWOT analysis).
2. Identify and create a catalogue of good practices currently being carried out in the context of film and TV production in Europe.
3. Identify case studies of best practice in the eight partner regions.
4. Advise partners on compliance with existing green standards and good practices in the audiovisual sector.
5. Advise on the innovative elements of the project to be introduced in the different regions, including, for example, Green Audits, energy efficiency trackers, Certification Schemes and carbon calculators, amongst others.
6. Contribute to the design and delivery of events with the stakeholders of each region, including advising partners on how to make a business case for sustainable good practice.
7. Support the design of inter-regional learning events: these will include a workshop focusing on Certification Schemes in Autumn 2018 and a Roundtable learning and training event in Spring 2019.
8. Identify any barriers to the adoption of the suggested good practices and define the strategies to overcome these.



9. Support the introduction of policy changes developed by the regional governments and advise partners on key activities relating to the improvement of sustainable policies in their regions.
10. Contribute as experts to the partners' Project Steering Group meetings as required during Phase 1* of the project (until December 2019).
11. Assist in the development of local action plans for each region.
12. Contribute to the overall review and assessment of work delivered in Phase 1, to be carried out in the Project Steering Group meeting in Autumn 2019.

The present Schedule of Administrative and Technical Clauses, annexes and the successful bidder's proposal are contractually binding in their entirety. The Work will be carried out according to the details and precisions described in this document.

CLAUSE 2.- MAXIMUM TENDER BUDGET

The maximum tender budget is 34,500 Euros (excluding VAT). The economic proposal and budget submitted by the bidder cannot exceed the indicated maximum amount.

The value of the contract will be that resulting from the contract award. In any case the contract will indicate the VAT amount, where applicable, as a separate budget item.

It will be understood that this price includes all the expenses resulting from the performance of the work, general costs, commercial profit, the taxes deriving from the different fiscal areas and, in general, any other expenses involved in the performance of the contract, research costs, the drafting and formalisation of the final project in line with the aim of this contract. 2

Should any travel be required during the period of the contract, *PROMÁLAGA* will cover up to a maximum of 5,000 Euros (excluding VAT) for travel expenses corresponding to any travel deemed necessary for the correct delivery of the consultancy service. This amount does not form part of the tender and all of the successful bidder's trips must be authorised and validated in advance by *PROMÁLAGA*.

This project is funded with 85% worth of EU funding, via the Interreg Europe programme which is financed by the European Regional Development Fund (ERDF).

CLAUSE 3.- DURATION OF THE CONTRACT

The duration of the contract and performance of the consultancy service is estimated to be two and a half years, starting in July 2017 and ending on 15 December 2019.

CLAUSE 4.- PUBLICATION REQUIREMENTS

In order to guarantee transparency and public access to the bidding process, the requirements demanded by the principles of disclosure will be duly met with the insertion of information regarding the tender of the contract in the company's Contracting Party profile (www.promalaga.es), in accordance with internal procurement rules.



Furthermore, the bid will be advertised in the profile of the PROMÁLAGA Contracting Party on the Spanish government's procurement platform:

<https://contrataciondelestado.es/wps/portal/plataforma>

All partners shall publish this tender amongst their networks in order to ensure the broadest possible dissemination.

CLAUSE 5.- CAPACITY TO CONTRACT AND REQUIRED EXPERTISE

Natural or legal persons, both Spanish and foreign, have the power to enter a contract with PROMÁLAGA. They must have full capacity to work and must not be subject to any prohibitions preventing them from entering contracts. They must possess and provide proof of the required economic and financial solvency as well as the technical or professional expertise.

Contractors must also be in possession of the professional qualification required for the undertaking of an activity or service that constitutes the aim of the contract.

Legal persons may only be the successful bidders of this contract if the services contained therein fall within the objectives, aim or scope of the activity, that are of their competence, in accordance with their statutes or founding rules.

- Economic-Financial Solvency

3

Proof of economic solvency shall be provided in the form of evidence of the relevant professional risk indemnity insurance for an amount of 40,000 Euros or more, or in the form of proof that the annual volume of business in the area comprising the subject of the contract in the previous financial year was an amount equal to or greater than 40,000 Euros.

- Professional and Technical Expertise

Proof of professional and technical expertise shall be provided in the form of the documentation detailed below:

- Curriculum Vitae(s) of the consultant(s) assigned to the project detailing their role(s) within the company who must also have demonstrable experience of at least 3 years as a sustainability consultant.

- A report on previous experience demonstrating that the consultancy meets the following requirements:

1. Previous experience in sustainability consultancy within the audiovisual sector (film and TV production). (At least 2 years).
2. Excellent knowledge of working practices in the audiovisual sector. Details of previous work must be provided.



3. Expertise on environmental standards, audit processes and relevant frameworks in sustainability. Details of previous work must be provided.
4. Demonstrable experience of working with a wide range of stakeholders, including public bodies, large companies, SMEs, trade bodies and not-for-profit organisations. Details of previous work must be provided.
5. Experience of working on multi-partner projects across several European territories. Details of previous work must be provided.
6. Sound knowledge of the relevant policy frameworks at a European level and in the *Green Screen* partner regions. Details of previous work must be provided.
7. Native or excellent level of English, written as well as spoken. Proof of these skills must be provided.
8. Experience of working with partners and stakeholders, whose mother tongue is not English, with adaption and interpretation where required to standardise the information received. Details of previous work must be provided.

These are essential requirements. That is to say, if any of the bidders fail to meet those requirements their bid will be rejected on the basis of a lack of expertise.

CLAUSE 6.- PLACE, DEADLINE AND PROCEDURE FOR THE SUBMISSION OF BIDS

The bids to participate in this tender, together with all the corresponding documents, shall be submitted to the *PROMÁLAGA* Head Office located at Plaza Jesús el Rico, Nº1, Málaga 29012, Spain, from Monday to Friday, during the hours of 9am and 2pm, 21 calendar days from the day following the date of the publication of the invitation to tender notice in the Contracting Party's profile on our website: www.promalaga.es. The deadline is therefore **28 July 2017**.

No bidder shall be allowed to submit more than one bid, nor subscribe to any proposal in temporary association with any other bidders if they have already done so individually or feature in more than one temporary association. The infringement of these rules will result in the non-admission of any of the bids presented by the bidder.

The submission of proposals constitutes the bidder's unconditional acknowledgement of the content of the clauses or conditions of this Schedule in their entirety, without the possibility of making any qualification or reservation.

The bids must be submitted in three sealed envelopes, duly initialled and labelled unequivocally with the designation (in Spanish) "SERVICIO DE CONSULTORÍA SOBRE SOSTENIBILIDAD EN EL MARCO DEL PROYECTO GREEN SCREEN (INTERREG EUROPE)", the envelope number, the name of the bidder, as well as their address, telephone number and email address.

- **ENVELOPE No. 1: “GENERAL DOCUMENTATION”:**

Must at least contain the following:

a) A Statement of Compliance confirming that the bidder meets all the required prerequisites as per Section 146.1 of the Consolidated Text of the Spanish Law on Public Sector Contracts (in Spanish: Texto Refundido de la Ley de Contratos del Sector Público), approved by Spanish Royal Legislative Decree No. 3/2011 of 14 November 2011, in order to become the successful bidder of the present contract, that he/she are not the subject of any prohibitions preventing them from entering contracts as set out in Section 60 of the Consolidated Text of the Spanish Law on Public Sector Contracts and that they have fulfilled their legally imposed tax obligations to the State and local authority as well as their Social Security obligations, consistent with Annex II. The information provided in this annex will be gathered once the contract is awarded. In the event of any undeclared variation or modification this will invalidate the contract award and the company will be excluded from the tender, whereby awarding the bidder occupying first place on the reserve list. (*Annex IV contains an English translation of the legislative requirements mentioned above.*)

b) Supporting documentation for proof of economic and financial solvency in the form of the relevant professional risk indemnity insurance for amounts of 40,000 Euros or more, or in the form of proof that the annual volume of business in the area referred to in the contract in the previous financial year was an amount equal to or greater than 40,000 Euros.

c) Supporting documentation for proof of technical and professional experience, as set out in Clause No. 5 of this schedule. (CV and report).

- **ENVELOPE No. 2: “TECHNICAL DOCUMENTATION”:**

Envelope No. 2 shall include the documents required in order to assess **the award criteria for the tender not susceptible to a direct economic assessment**. For this purpose, the bidder shall present a proposal and plan describing the provision of work as stated in Clause 7.

- **ENVELOPE No. 3: “ECONOMIC PROPOSAL”:**

Envelope No. 3 shall include the economic proposal and budget as per the template set out in Annex III.

CLAUSE 7.- EVALUATION CRITERIA

The evaluation of bids will be carried out with a view to identifying the more advantageous proposal as a whole, according to the following award criteria:



Out of a maximum of 100 points, the criteria which serve as a basis for the contract award are as follows:

1. Report on the proposed implementation of the service to be supplied. A maximum of 40 points will be awarded.

Description of the plan of the services to be rendered which are the object of the call for tenders. In order to evaluate these criteria, the proposal report submitted must adequately set out, with a level of detail and clarity, the following:

Work plan, work team, deliverable options and their content, and the proposed methodology with regards to the specific tasks listed in Clause 1. A timetable should also be included setting out the assignment of team members and tasks to undertake.

Within this report, points will be awarded if the consultancy:

- Has demonstrable experience in any of the territories of the project's partner regions.
- Has knowledge of the European languages spoken in the territories of the project's partner regions.

2. Price

The bid should include a simple statement substantiating the proposed price, which will be assessed using the formula below. A maximum of 60 points will be awarded.

Formula:

$$P = \frac{\text{Minimum Bid}}{\text{Bid}} \times 60$$

The economic criteria will be taken into consideration in order to determine, where applicable, that the proposal cannot be fulfilled as a result of disproportionate or impossible bids. To that effect, any bid whose price is more than 20% below the average of all the bids submitted will be deemed to be an abnormally low bid.

In these instances, PROMÁLAGA will inform the bidder of such a situation, granting a period of up to five days to justify the bid price, warning the bidder that, in failing to do so, their bid will be withdrawn. The bidder's justification shall not comprise of any modification to the technical or economic proposal already submitted.

In the event a justification is received, and having gathered, where applicable, the corresponding technical advice, PROMÁLAGA may be able to assess if the proposal is capable of a smooth execution.



In which case, should the cited bidder be successful with their bid *PROMÁLAGA* will demand a definitive guarantee of up to 10% of the corresponding budget awarded for the contract for the service delivery.

In the event of the Contracting Authority estimating that the bid cannot be fulfilled, the rejection and exclusion of the bid will be agreed upon.

CLAUSE 8.- TENDER-OPENING SESSION

Once the deadline for the submission of proposals has expired and the Contracting Advisory Committee has been established, the scoring of the general documentation contained in the Envelopes No. 1 submitted by the bidders. Should any rectifiable material defects be found in the submitted documentation, the Contracting Advisory Committee will notify the relevant bidder by telephone or email, leaving a record of said notification in the bid file and granting the bidder no more than THREE BUSINESS DAYS to remedy the defects.

However, should the documentation submitted by a bidder contain any substantial errors or material deficiencies, the bidder shall not be admitted to the bidding process.

Apart from the error handling process referred to in the previous paragraph, in order for the Contracting Advisory Committee to complete the accreditation of the bidder's expertise, will be able to gather from them any clarifications deemed necessary regarding the qualifications and documents submitted, as well as requiring them to present other supporting documents, a requirement that should be completed in the maximum period of THREE BUSINESS DAYS and always before the declaration of admission of proposals.

Once the documentation in the envelopes marked **Envelope No. 1** has been scored and the error handling process has been carried out and, where applicable, the required clarifications and supporting documents have been provided, or on expiry of the period issued for that purpose, the Contracting Advisory Committee will carry out the opening of the envelopes marked **Envelope No. 2** of the admitted bidders, containing the documentation for the proposals relating to evaluation criteria which are not assessable based on figures or percentages.

A report will be issued by the International Division Manager evaluating the subjective criterion, which should be incorporated into the file prior to the opening of Envelope No. 3.

Once the documentation contained in the envelopes marked Envelope No. 2 has been assessed, the envelopes marked **Envelope No. 3** of the admitted bidders will be opened for the reading of the economic proposals.



After requesting, where applicable, any technical reports deemed necessary, the Contracting Advisory Committee shall bring before the Contracting Authority the reasoned case for the award of the contract to the proposal considered most appropriate. This shall, in any case, include the weighting of the indicated criteria in the present schedule, accompanied by the minutes of the meetings and documentation generated during the tendering process and, where applicable, the reports issued. This proposal does not create any rights until the Contracting Authority has reached a decision on the contract award.

CLAUSE 9.- CONTRACT AWARD

On examining the contract award proposal together with the reports cited in the previous clause, the Contracting Authority will carry out the awarding of the contract to the bid which, as a whole and further to the application of the contract award criteria, was the most advantageous. The Contracting Authority may also declare the tender procedure inconclusive if, in its justified assessment, it deems that none of the bids presented are admissible in accordance with the criteria that appears in this schedule.

The contract award shall be approved by the Contracting Authority in a resolution setting out the grounds on which it is based that will be notified to the candidates or bidders and will be published in the Contracting Party's Profile on the Contracting Authority's website and any other platforms, in accordance with the law.

8

CLAUSE 10.- FORMALISATION OF CONTRACT

The contract will be formalised as a private document, within a period of 10 business days, counting from the date of submission of the required paperwork in the bidding process.

The successful bidder may request for the contract to be documented in public deed, at their own expense. In no case will it be possible to include in the document formalising the contract clauses that entail a change of the terms of the contract award. It shall not be possible to execute the contract without the previous formalisation.

CLAUSE 11.- SECURITY

The successful bidder must provide proof, within a maximum period of ten business days, from the date of notification or the date of the publication of the agreement on the profile of the PROMÁLAGA Contracting Party, of a security equivalent to 5% of the contract award amount, excluding VAT, made available to the Contracting Authority.

The aforementioned security shall be lodged with the contracting authority, by any of the means and in the establishments indicated in Section 96 of Royal Legislative Decree No. 3/2011. The return of securities will be carried out in agreement with the provisions of Section 102 of Royal Legislative Decree No. 3/2011.



The successful bidder shall have the option to deduct 5% of the total contract income, excluding VAT, from the first invoice, which must be requested at the moment of the notification of the award.

CLAUSE 12.- INFORMATION CONFIDENTIALITY AND DATA PROTECTION

The successful bidder responsible for carrying out tasks shall observe professional secrecy in relation to all information, documents and matters to which they have access to or knowledge of during the validity of the present contract.

The successful bidder shall guarantee under their own responsibility for those actions that imply the treatment of details of a personal nature, the strict compliance with Spanish Organic Law No. 15/1999, of 13 December 1999, on the Protection of Personal Data, and its implementing regulations.

CLAUSE 13.- EUROPEAN UNION PUBLICITY REQUIREMENTS

Given that the Interreg Europe programme is financed with European Union funding this point must be stated in all documents produced by including the programme's logos which will be provided in an electronic format.

The following information must appear in all the documents produced:

- The European Union emblem, as well as reference to the funding of the ERDF (indicating its full name: European Regional Development Fund).
- Programme logo.
- Project logo.

Furthermore, and in any event, the undertaking successful bidder shall comply with the European Union's regulations on advertising.

CLAUSE 14.- TRANSPARENCY

Both the contracting authority and the natural or legal person that is awarded the contract will ensure compliance with the principles of transparency by providing, throughout the procurement procedure and the entire course of the performance of the contract, any information that the company must publish in accordance with the provisions in Law 1/2014, of 24 June 2014, on Public Transparency in Andalusia, whereby providing access to information in real-time and complying with the set criteria laid down in the applicable legislation.



CLAUSE 15.- CONTRACT MANAGER

In accordance with Section 52 of the Consolidated Text on the Spanish Law of Public Sector Contracts, the International Division Manager is designated as the Contract Manager with the aim of supervising the performance of the contract and to carry out the appropriate monitoring of the contractor's performance so that any incidents may be brought to light as swiftly as possible, in order to ensure necessary measures are adopted to guarantee that the services covered by the contract may be carried out by the contractor in accordance with the conditions set out in the schedules and current legislation. Additionally, in the event of absence or illness, the Contract Manager may also be substituted by the Managing Director.

CLAUSE 16.- LIABILITY AND PENALTY RULES

The successful bidder will be solely and exclusively responsible for any damages to PROMÁLAGA or any of its personnel, as well as any third parties, whilst also equally committing to the strict compliance of all the regulations which refer to or concern the activity to be developed.

When the contractor, for reasons attributable to him or her, is deemed to be in default with regards to meeting the overall deadline, the contracting entity may opt for either the termination of the contract or the enforcement of the daily penalties for the amounts laid down in the Consolidated Text on the Spanish Law of Public Sector Contracts.

10

The penalties will be imposed by agreement of the Contracting Authority, on the proposal of the Contract Manager, which shall be enforceable immediately.

The compliance of the successful bidder with the commitment to dedicate (material and/or personal) means may be verified by the Contracting Authority at any given time during the performance of the contract.

CLAUSE 17.- TERMINATION OF THE CONTRACT

The contract may be terminated for the following reasons:

1. By the will of either of the parties when a breach of the agreed obligations has taken place.
2. By the written agreement of the parties.
3. The extinction of a legal person of any of the parties.
4. Any of the reasons for termination as defined by the Consolidated Text on the Spanish Law of Public Sector Contracts.



CLAUSE 18.- COMPETENT JURISDICTION

Pursuant to the provisions set out in Section 21 of Spanish Royal Legislative Decree No. 3/2011 approving the Consolidated Text of the Spanish Law on Public Sector Contracts, the contracts entered into by PROMÁLAGA will be considered private contracts and the civil courts will be the competent authority to settle any disputes amongst the parties in relation to their effects, compliance or extinction. The jurisdiction of the Civil Courts shall also be competent to determine any of the litigious matters /disputes affecting the preparation and the awarding of contracts undersigned by PROMÁLAGA, provided that these contracts are not subject to a harmonised regulation. Both parties waive any other jurisdiction that, where relevant, may correspond to them by law and expressly agree to be subject to the jurisdiction of the Courts and Tribunals of Malaga.

In Malaga, on the 7 July 2017

**MANAGING DIRECTOR OF THE MUNICIPAL COMPANY
FOR BUSINESS INITIATIVES AND ACTIVITIES IN MALAGA S.A. (PROMÁLAGA)**

11

Signed: Francisco Salas Márquez

ANNEX I: GENERAL INFORMATION ABOUT INTERREG EUROPE PROJECT – GREEN SCREEN

Project overview

Green Screen is a five-year project, 2017-2021, funded by the Interreg Europe programme. The project aims to reduce the carbon footprint of European film and TV production by improving policy and practice.

The film and TV industries are a successful driver for growth across Europe, but they are also a major source of carbon emissions because of the nature of their work across multiple locations. Productions may affect the environment through transport, construction, lighting, catering and water and generation of waste going to landfill. Some companies have recognised the environmental impact of their activities and are changing their working practice in order to make their operations more sustainable.

Green Screen will share best practice in sustainable screen production across Europe. It will encourage film and TV production companies and their suppliers to adopt green measures, train staff and create new jobs linked to sustainable working. A key outcome of the project is the improvement of regional policies to encourage and enable sustainable practice.

The project is delivered by a partnership of eight European film-making regions:

- Film London (UK)
- Municipality of Ystad (Sweden)
- Flanders Audiovisual Fund (Belgium)
- Ile-de-France Film Commission (France)
- Bucharest Ilfov Regional Development Agency (Romania)
- Promálaga (Spain)
- Rzeszow Regional Development Agency (Poland)
- Regional Development Agency Senec – Pezinok (Slovakia)

12

Some of the *Green Screen* partners already have significant experience of good practice in sustainability. The Ile-de-France Film Commission is a leading exponent of developments in this field through its involvement in the national Ecoprod initiative and in Belgium the Flanders Audiovisual Fund (VAF) has a strong track record in sustainability. In the UK, Film London has worked with an expert partner to award green certification to over 50 screen productions to date. Through *Green Screen*, a baseline study will help to establish the starting points of all the partner regions in terms of implementation of green policy and sustainable work practice.

Interreg Europe objectives

Green Screen will contribute to the achievement of the following overall objectives of the Interreg Europe programme:

- supporting the shift towards a low carbon economy in all sectors
- promoting energy efficiency and renewable energy in enterprises



At partner level, this includes influencing regional policy instruments to support the adoption of sustainable work practice. A requirement of the Interreg Europe programme is for at least 50% of the policy instruments improved through the project to contribute to the programmes for Investment for Growth and Jobs and, where relevant, European Territorial Cooperation programmes. The project will therefore promote job creation and workforce development as well as sustainable practice in order to reduce CO2 emissions.

Stakeholders

Each partner will engage with local stakeholders in their region to share learning and good practice. Stakeholders will include:

- film and TV production companies, from large studios to small producers
- film schools, educating the next generation of film-makers
- trade bodies for the film and TV industries
- agencies representing the film, arts and cultural sectors
- organisations managing key locations for film-making, including historic and protected environmental sites
- local authorities, responsible for environmental and filming policies
- transport agencies
- enterprise agencies supporting local SMEs

SME engagement will focus on the film and TV industries and their supply chains, including catering, lighting, equipment, set construction and transport. The stakeholder activity will itself be a key driver of the policy improvement.

Project timeline

Phase 1: Learning, identification of good practice and development of regional action plans: January 2017 – December 2019

Phase 2: Monitoring, reporting and dissemination: January 2020 – December 2021

Project activities will include:

- production of a baseline study of existing sustainable policy and practice in the eight partner regions (SWOT analysis), to be carried out by another independent consultant
- identification of good practice case studies
- knowledge sharing events for partners and stakeholders at local and inter-regional level
- identification of innovative technology from other sectors that could be adapted for film and TV production
- analysis of existing certification schemes and carbon calculators currently available on the market to include their features and relative merits in different situations
- development of a best practice guide.



ANNEX II: TEMPLATE FOR STATEMENT OF COMPLIANCE

Mr./Mrs., holder of ID No., of legal age, in the name and on the behalf of, holder of Tax Identification Card No. and registered address, in his/her capacity as

In knowledge of the Schedules governing the procurement of the "SUSTAINABILITY CONSULTANCY SERVICE WITHIN THE FRAMEWORK OF THE INTERREG EUROPE GREEN SCREEN PROJECT" (File No. L72/2017) according to the procurement procedure approved by PROMÁLAGA, and fully accepting their content,

DECLARES, UNDER THEIR OWN RESPONSIBILITY

FIRST. That he/she agrees to participate in the procurement of file L72/2017.

SECOND. That he/she fulfil all the prior requirements demanded by Section 146.1 of the Consolidated Text of the Spanish Law on Public Sector Contracts to be the successful bidder of the present contract, specifically:

- That he/she exists as a legal person and, when applicable, will be represented.
- That he/she is not subject to any prohibition to contract as per those referred to in Section 60 of the Consolidated Text of the Law on Public Sector Contracts and that he/she has kept up-to-date with all his/her tax and Social Security obligations as imposed by the current provisions.
- That neither the Company, he or she represents, nor any of its directors or proxies are affected by any of the prohibitions or incompatibilities specified in Sections 57.1 and 57.2 of the EU Directive No. 2014/24/UE, of 26 February 2014, on Public Sector Procurement.
- That the Company has kept up-to-date with all its tax obligations to the national government and, equally, has kept up-to-date with all its Social Security obligations, as imposed by the current provisions and remains registered for all relevant business taxes.
- That he/she will be subject to the Jurisdiction of the Spanish Courts and Tribunals on all matters, for all incidents that may directly or indirectly derive from the contract, waiving, where relevant, any foreign jurisdiction that may correspond to the bidder (where foreign companies are concerned).
- The email address and telephone number to which notifications should be sent are as follows:

THIRD. That he/she agrees to provide proof of the possession and validity of the documents referred to in the second section of this declaration, in the event that they are proposed as the successful bidder/bidder of the contract or at any time as required/on request.

In witness thereof, I hereby sign this declaration,

Day..... MonthYear

Date and Signature of BIDDER

Inscrita en el Registro de Málaga, Tomo 898, Libro 708, Sección 3ª, Folio 162, Hoja 9040-A, Inscripción 1ª CIF A29233681

ANNEX III: TEMPLATE FOR ECONOMIC PROPOSAL

Mr./Mrs., holder of ID No., of legal age, in the name and on the behalf of, holder of Tax Identification Card No. and registered address, in his/her capacity as

Declares that he/she understands that the Schedules governing the procurement of the **“SUSTAINABILITY CONSULTANCY SERVICE WITHIN THE FRAMEWORK OF THE INTERREG EUROPE GREEN SCREEN PROJECT”** (File No. L72/2017) according to the procurement procedure approved by PROMÁLAGA, and fully accepting their content, agrees to render the services covered by this procurement procedure, for the overall price, excluding VAT (or its equivalent) to two decimal places, as indicated below:

	Amount (excluding VAT)	21% VAT*	Amount (including VAT)
SUSTAINABILITY CONSULTANCY SERVICE			

* where applicable.

All of which is in accordance with the provisions of the schedule that serves as the basis of the call for applications, the content of which the undersigned declares to fully understand and accept.

Day..... MonthYear

Date and Signature of BIDDER

ANNEX IV: ENGLISH TRANSLATION OF SPANISH LEGISLATIVE REQUIREMENTS

This annex provides an English translation of the articles of Spanish legislation mentioned in **CLAUSE 6.- PLACE, DEADLINE AND PROCEDURE FOR THE SUBMISSION OF BIDS** under the heading **ENVELOPE No. 1: "GENERAL DOCUMENTATION"**:

- Section 146.1 of the Consolidated Text of the Spanish Law on Public Sector Contracts (in Spanish: Texto Refundido de la Ley de Contratos del Sector Público)
- Section 60 of the Consolidated Text of the Spanish Law on Public Sector Contracts

Section 146. Submission of Supporting Documentation Proving the Fulfilment of Prerequisites.

1. Bids for Open Tender Procedures and requests to participate in Restricted and Negotiated Procedures or Competitive Dialogue Procedures must be accompanied by the following documents:

a) Documents proving that the Contractor exists as a legal person and, when applicable, will be represented.

b) Documents proving the classification of the company, where applicable, or documents proving the fulfilment of requirements regarding the required economic and financial solvency as well as the technical or professional expertise.

If the company is pending classification, documentary proof shall be provided in the first instance to prove the corresponding application for classification has been submitted. Notwithstanding this, the supporting proof confirming the company possesses the required classification will need to be submitted within the time period laid down in the implementing rules of this Law for the remedy of any defects or omissions in the documentation.

c) A Statement of Compliance confirming the bidder is not subject to any prohibition preventing him/her from entering into contracts. This statement shall include the declaration that he/she is up-to-date with all his/her Tax and Social Security obligations as imposed by the current provisions, without prejudice to the supporting proof of this requirement being submitted by the Contractor in whose favour the contract award is made, prior to the awarding of the contract.

d) Where applicable, an email address to which notifications may be sent.

e) Where foreign companies are concerned, and in the cases where the contract will be performed in Spain, a statement confirming the company will be subject to the Jurisdiction of the Spanish Courts and Tribunals on all matters and for all incidents that may directly or indirectly derive from the contract. In doing so, waiving any foreign jurisdiction, where relevant, that may correspond to the bidder.



2. When, according to this Law, the submission of any other documentation is necessary this will be indicated in the Schedule of Particular Administrative Clauses or in the descriptive document and the corresponding notice of the tender.

3. When proof of the circumstances mentioned in points (a) and (b) of Section 1 is submitted in the form of a certification from the Spanish Official Register of Bidders and Classified Companies as set out in Section 83.2 or in the form of an European classification certificate under Section 84, it should be accompanied by a Statement of Compliance, signed by the bidder, stating that there has been no change in the circumstances reflected in the corresponding certificate. This statement shall be reiterated, in the event of bidder being awarded the contract, in the document formalising the contract, without prejudice to the contracting authority carrying out an enquiry with the Official Register of Bidders and Classified Companies, if it sees fit.

The certificate of the Official Register of Bidders and Classified Companies may be issued electronically, unless otherwise specified in the schedules or the notice of the contract. If the schedules or the contract notice factor this in, the inclusion of the certificate in the procedure may be carried out ex officio by the contracting authority or the person responsible for the assessment of bids, requesting it directly from the Register of Bidders and Classified Companies, without prejudice to the bidders also submitting, in all cases, the indicated Statement of Compliance indicated in the previous paragraph.

4. If it sees fit, the contracting authority may establish in the Schedule of Particular Administrative Clauses the possibility of substituting the initial supply of documentation set out in section 1 with a Statement of Compliance signed by the bidder indicating that he/she fulfils the conditions legally laid down to enter into a contract with the Spanish Administration. In such cases, the bidder, in whose favour the contract award is made, must provide evidence to the contracting authority, prior to the awarding of the contract, of the possession and validity of the required documents. In any case this Statement of Compliance will be sufficient in works contracts with an estimated value below 1,000,000 Euros and in supplies and services contracts with an estimated value below 90,000 Euros.

In any case, and in order to ensure the successful outcome of the procedure, the contracting authority may request further information from the bidders, at any moment prior to the adoption of the award proposal, in the form of supporting documentation to verify the fulfilment of the conditions laid down.

5. The decisive moment to determine the existence of all the ability and competence prerequisites required to enter a contract with the Spanish Administration will be the expiry of the deadline for the submission of bids.



Section 60. Prohibitions to Enter into Contracts.

1. Any persons affected by any of the circumstances set out below shall not be able to enter into contracts with those entities covered in Section 3 of the present Law with the effects set out in Section 61 bis:

a) They have been convicted as the subject of a final judgment which has the force of *res judicata* for the offences of terrorism, the creation of or membership of a criminal group or organisation, criminal association, the illegal funding of political parties, human trafficking, business corruption, trading in influence, bribery, prevarication, fraud, negotiations and activities that are prohibited for government officials, offences against the public treasury and social security, offences against the rights of workers, embezzlement, money laundering, offences relating to land management and town planning, offences relating to the protection of historical heritage and the environment. Or they have been sanctioned with the special disqualification from the practice of a profession, occupation, industry or trade.

The prohibition to enter into contracts will extend to legal persons who are held criminally responsible for an offence and those persons whose administrators or representatives find themselves in the situation described in this section, be they *de facto* or *de jure*, their post or representation being valid and until the end of their term.

b) They have been sanctioned for serious professional misconduct by way of a definitive sanction or falsification relating to market competition, labour integration, equal opportunities and the non-discrimination of persons with disabilities or immigration matters, in accordance with the existing legislation; for a very serious environmental infringement, in accordance with the Spanish Law on Environmental Assessment (No. 21/2013, 9 of December 2013), the Spanish Coastal Law (No. 22/1988, 28 of July 1988), the Spanish Law on the Conservation of Natural Areas and Wild Flora and Fauna (No. 4/1989, of 27 of March 1989), the Spanish Law on Packaging and Packaging Waste (No. 11/1997, 24 of April 1997, the Spanish Law on Waste (No. 10/1998, 21 April 1998), in the Consolidated Text on the Spanish Water Law (approved by Royal Legislative Decree No. 1/2001, 20 July 2001, and in the Spanish Law on the Integrated Prevention and Control of Contamination (No. 16/2002, 1 of July 2002); for a very serious infringement in labour or social security matters, in accordance with the Consolidated Text on the Spanish Law on Social Order Infractions and Sanctions, approved by Royal Legislative Decree No. 5/2000, 4 of August, as well as the serious infringement covered by Section 22.2 of the aforementioned.

c) They have requested the voluntary declaration of insolvency, have been declared insolvent in any proceedings, have become insolvent, except when in this case an agreement is made effective, are subject to court intervention in the administration of their affairs or have been disqualified from engaging in business in accordance with Spanish Insolvency Law (No. 22/2003, of 9 July 2003) without the disqualification period set forth in the insolvency ruling having concluded.



d) They find themselves in a position where compliance with his/her Tax or Social Security obligations imposed by current legislation has not been fulfilled, in the legally established terms; or in the case of companies with 50 or more employees, not meeting the requirement that at least 2% of the workforce must be workers with disabilities, in accordance with Section 42 of the Spanish Royal Legislative Decree No. 1/2013, of 29 November 2013, approving the Consolidated Text on the General Spanish Law on the Rights of Persons with Disabilities and their Social Inclusion, in the conditions of the legally established terms.

In relation to the compliance with his/her Tax or Social Security obligations, companies will be considered to be up-to-date with these obligations when debts have been deferred, or split into instalments or their suspension has been agreed as a result of such debts having been contested.

It should be noted that the prohibition to enter into contract established in Section 60.1.(d) will not be effective until it is legally developed and established what should be understood as the compliance with this requirement for the purpose of the prohibition to enter into contracts and how this will be evidenced, which in all events, should be done by way of a certification from the corresponding administrative body, with a validity of least 6 months, or by way of a certification from the Register of Bidders, in the cases where this circumstance has been registered there, under the tenth transitional provision of the present consolidated text.

e) They are guilty of serious misrepresentation in the drafting of their Statement of Compliance with regards to Section 146 or in the facilitating of any other details relating to their abilities or competence, or for having breached, for reasons attributable to him/her, the obligation to communicate the corresponding information relating to the company classification and that of the Official Register of Bidders and Classified Companies.

f) They are subject to a prohibition to enter into contracts as imposed by virtue of a final administrative sanction, in accordance with Spanish General Subsidies Law (No. 38/2003, of 17 November 2003) or Spanish General Taxation Law (No. 58/2003, of 17 December 2003).

g) The legal person or the administrators of the legal person is subject to any of the circumstances of incompatibility set out in Spanish Law No. 5/2006, of 10 April 2006, on the Regulation of the Conflict of Interests of Government Members and Senior Officials of the Spanish General Administration, or in the respective regulations of Spain's Autonomous Regions, as well as Spanish Law No. 53/1984, of 26 December 1984, on the Incompatibilities of the Personnel at the Service of the Public Administrations, or relating to any of the elected positions regulated by Spanish Organic Law No. 5/1985, of 19 June 1985, on the General Electoral System, in the terms established thereof.

The prohibition extends to the legal persons in whose capital, in the terms and for the amounts established by the aforementioned legislation, the personnel and senior officials referred to in the previous paragraph, as well as the elected officials that serve them, have a majority participation.



The prohibition equally extends, in both cases, to spouses, any other person with a similar relation of affectivity, ascendants and descendants, as well as the relatives by blood and marriage to the second degree of the persons referred to in previous paragraphs, in the event of a conflict of interest arises with the president of the contracting authority or the presidents of the organs entrusted with the powers to exercise entering into contracts or those that exercise the substitution of the president of the contracting authority.

h) They have contracted persons who feature in Spain's "Official Gazette" for any breach relating to Section 18.6 of Spanish Law No. 5/2006, of 10 April 2006, on the Regulation of the Conflict of Interests of Government Members and Senior Officials of the Spanish General Administration, or in the respective regulations of Spain's Autonomous Regions, for providing services in private companies or partnerships relating to the responsibilities of their position during the two years following their termination date in that role. The prohibition to enter into contract will remain during the period that the contracted person remains within the company with a maximum limit of two years from the date they stand down from their Senior Official position.

2. In addition to those circumstances set out in the previous section, the circumstances listed below are those which will prevent contractors to enter into contracts with the entities covered in Section 3 of the present Law, in the conditions established in Section 61 bis:

a) They have unduly withdrawn their bid or candidacy in a tender procedure, or having precluded the awarding of a contract in their favour for not having complied with the provisions in Section 151.2 within the set time period for having being shown to act with malice, guilt or negligence.

b) They failed to formalise the contract awarded in their favour in the set time periods established in Section 156.3 for reasons attributable to the successful bidder.

c) They breached the essential clauses of the contract, including the essential implementing conditions established in accordance with the provisions of Section 118, when this breach is defined in the schedules or in the contract as serious misconduct, having being shown to act with wilful intent, guilt or negligence, provided the application of penalties or the compensation of any damages.

d) They gave rise, for reasons for which they were found guilty, to the definitive termination of any contract entered into with any of the entities covered in Section 3 of the present Law.

3. The prohibitions to enter into contracts will also affect those companies that, on the grounds of the persons managing them or any other circumstances, it may be assumed are the continuation of or derive from, by means of transformation, merger or succession, other companies in which those prohibitions had a presence.