

**SPECIFIC ADMINISTRATIVE SPECIFICATIONS OF THE
TENDER FOR THE PROMOTION OF THE AIRPORT OF
VITORIA AND VITORIA-GASTEIZ, ALAVA AND THE
BASQUE COUNTRY AS A DESTINATION OF
ECONOMIC AND TOURIST INTEREST:
CONSOLIDATION AND GROWTH (PAVIA02_2024)**



VITORIA International Airport
Promotion Agency **BASQUE COUNTRY**

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1) Purpose of the Contract:

The purpose of this specifications document is to contract services to promote Vitoria Airport and Vitoria-Gasteiz, Álava and the Basque Country as a destination of economic and tourist interest in its consolidation and growth phase, from 1 April 2025 until 31 March 2027, plus a one-year extension until 31 March 2028. The above shall comply with the technical specifications, which detail the technical content of the specific technical activities to be carried out.

2) Needs to be Covered by the Contract

The contract described in the Specific Administrative Clauses Document will satisfy the following needs:

- The consolidation and growth of Vitoria Airport in terms of passenger flight operations.
- The promotion of tourism in Vitoria-Gasteiz, Álava, and the Basque Country.
- The activation of the tourism sector in these territories, while promoting the image of Vitoria Airport as a point of reference for planning tourism offers due to its potential area of influence.
- The recognition of Vitoria Airport as an infrastructure, not only dedicated to air cargo but also to passenger transport, as part of the air complementarity strategy of the Autonomous Region of the Basque Country.

3) Yearly Periods, Term, and Extensions

3.1 The contract will be for two years: from 31 March 2025 to 01 April 2027 inclusive.

The execution periods are also defined in the technical specifications, although a single contract will cover all these years.

Payments shall be made on a yearly basis and in accordance with the provisions of the technical specifications.

3.2 An extension of one year is envisaged, i.e. the contract may be extended from 1 April 2027 to 31 March 2028.

VIA, Sociedad de Promoción del Aeropuerto de Vitoria, S.A. will decide on the extension, and the contractor will be notified at least two months before the expiry date.

4) Tender Budget and Estimated Cost of the Contract

4.1 The contract has an overall budget of SIX MILLION, TWO HUNDRED AND SEVENTY THOUSAND EUROS (€6,270,000), Value Added Tax excluded.

This overall budget also includes the cost of the extension period.

The breakdown is as follows:

Promotional budget for consolidation: FOUR MILLION, SEVEN HUNDRED AND SEVENTY THOUSAND EUROS (€4,770,000), which corresponds to an annual payment of ONE MILLION, FIVE HUNDRED AND NINETY THOUSAND EUROS (€1,590,000)

Additional promotional budget for potential opportunities: ONE MILLION, FIVE HUNDRED THOUSAND EUROS (€1,500,000). This is a lump sum available to implement promotional actions in addition to the consolidation actions.

4.2 The estimated value of the contract is also SIX MILLION, TWO HUNDRED AND SEVENTY THOUSAND EUROS (€6,270,000), Value Added Tax excluded.

5) Budgetary Provision

This contract will be funded from the budget allocation of VIA Promoción del Aeropuerto de Vitoria, S.A., created expressly to cover the funding, among others, of this contract under the following budgetary agreements of its partners:

The Basque Government, Granting of a Direct Nominative Subsidy to VIA, Promoción del Aeropuerto de Vitoria S.A. corresponding to the budget item '1.51413.45000' agreed in the Governing Council on 23 April 2024.

Álava Provincial Council, Commitment Credit from item 15101.G/433153/44900151 Subsidy VIA Enhancing Foronda.

Vitoria-Gasteiz City Council Budget commitment credit number 0821 4331 48175 "AGREEMENT WITH VIA PARA PROMOTE PASSENGER ACTIVITIES".

6) Legal Regime of the Contract

The following rules and regulations govern the contract and all preliminary stages:

The preliminary aspects referring to the contracting parties, particularly the bidders, and the awarding method are subject to Law 9/2017 on Public Sector Contracts (hereinafter LCSP) and concordant regulations.

The Internal Instructions regulating contracting procedures not subject to standardised regulations for VIA, Promoción del Aeropuerto de Vitoria, S.A. are also applicable.

The performance of the contract shall be subject to the regulations specified in the contract. Given its private legal nature, it will be subject to private contract law, apart from the sectoral regulations.

7) Award Procedure

The contract will be awarded through the open procedure, regulated in articles 156 to 159 of the LCSP.

All information relating to the contract dossier and any other data and information concerning contract-related activities linked to the dossier shall be published on VIA's contracting party profile.

Public access to the contracting party profile page will be through:

Contracting Party Profile - Administration Portal:
<https://www.contratacion.euskadi.eus/KPELicitacion>

Information on the VIA website <https://www.via.aero/es/perfil-contratante>

Correspondence service to the contracting authority: VIA; Promoción del Aeropuerto de Vitoria S.A. TLF: 945 150591 / 945 141800 or email: registrovia@via.com.es

Proposals may be submitted within this procedure, complying with all the requirements and within the established deadlines, by any other person with the technical and financial means to bid and who is interested in submitting their economic proposal.

The contracting body will publish the tender notice and the specifications in the VIA, Promoción del Aeropuerto de Vitoria, S.A. Contracting Party Profile, and the evaluation criteria will be the price and other objective assessment criteria based on a value judgement.

The deadlines are as follows, given that it is being processed under emergency procedure (Art. 119 of the LCP):

- Submission of proposals: 40 calendar days from the publication of the notice in the VIA contracting party profile page (Art. 156 of the LCSP).
- Opening of envelopes and award proposal: 10 calendar days from the end of the submission period (Art. 157.3 LCSP).
- Awarding: 15 calendar days from the opening of bids (15 days more if there is an abnormally low bid) (Art. 158 LCSP).
- Award notification: 8 calendar days from the decision date (Art. 151 LCSP).

The analysis of the bid will be carried out by a Technical Committee made up of the following persons:

1. General Secretary of VIA, Sociedad de Promoción del Aeropuerto de Vitoria S.A.
2. A specialist from VIA, Sociedad de Promoción del Aeropuerto de Vitoria S.A.

3. A communications specialist from the Chamber of Commerce, Industry and Services of Álava.
4. An external legal adviser.

For the Technical Committee to be validly constituted, half plus one of its members, three (3), must be present.

8) Withdrawal and Fees Payable

The contracting authority may withdraw from the contract awarding procedure at any time prior to the awarding of the contract, and this shall not entail any compensation for bidders who have submitted their bids. For this to occur, one of the circumstances set out in Art. 152 of the LCSP must be met.

9) Requirements for Bidding

9.1 To be eligible to bid in the award procedure, interested natural or legal persons must meet the following requirements:

They must be a natural or legal person, have full capacity to act, and not be subject to any circumstance that prohibits them from contracting in accordance with Art. 60 of the Consolidated Text of the Public Sector Contracts Act.

They must be in a position to execute the object of the contract, in particular, all matters relating to permits and authorisations for the national and international carriage of persons by air.

They must be technically solvent in terms of material, personnel and organisational resources that must be sufficient to adequately comply with the terms of the contract and all the services that are the object of the awarding of the contract, specifically, the availability of aircraft and sufficient ground and air personnel for the performance of the contract.

They must have the economic capacity to perform the services included in the contract in a solvent manner. Being in a situation of bankruptcy, pre-bankruptcy, employment layoffs, or any other circumstance that affects the economic regime of a company that results in a considerable decrease in their financial or corporate capabilities will disqualify them from participating in this procedure.

9.2 Temporary Joint Ventures are permitted under the terms established in Article 69 of the LCSP.

9.3 If there are any requirements, special authorisation or specific registration requirements in their country of origin, EU companies must prove that they comply with these requirements.

9.4 Non-EU companies must have permits from their country of origin to carry out the activities covered by this contract; in any case, they must have national or community approval to operate within the European Union for domestic and international passenger air traffic.

9.4 Being classified for bidding in this procedure is not a requirement for bidding, although classification in one of the groups that allow air passenger transport and tourism promotion will replace the accreditation of the technical solvency that encompasses this classification.

9.5. It is a prerequisite that the bidding company be an active passenger air carrier with aircraft having a seating capacity of at least 170.

10) Bonds Required

No provisional bond is required to participate in the procedure.

The successful bidder will be required to provide a tender bond of 5 per cent of the amount of the contract awarded (excluding value added tax). The bond will be formalised according to one of the means foreseen in Art. 108 of the LCSP, also including the withholding of the payment of the first invoices until the amount corresponding to the tender bond is reached. If this option is chosen, it will be formalised by the inclusion in the contract of a clause providing for it.

If the option of withholding the payment is not chosen, the term to provide the bond will be 10 working days (according to Provision 24.2 Internal Instructions regulating contracting procedures not subject to standardised regulation for VIA, Promoción del Aeropuerto de Vitoria, S.A.), from the moment the company awarded the contract is notified of the award.

Failure to provide the tender bond will result in the enforcement of the provisions of Clause 18, last paragraph.

11) Submission of Bids

The bidding documents shall be submitted in sealed envelopes, marked on the outside with the following legend: **“TENDER FOR THE PROMOTION OF VITORIA AIRPORT: CONSOLIDATION AND GROWTH, PAVIA02_2024”**. They must also be identified with the name and address of the bidder, as well as the signature of the bidder or of the person validly representing the bidder. Each envelope must contain a separate sheet of paper with the contents, in the form of a table of contents, for each envelope.

The envelopes shall be presented at the offices of VIA, Promoción del Aeropuerto de Vitoria, S.A., which appear in the tender notice, and the person presenting them shall be given a receipt for the documentation presented, stating the name of the bidder, the legend of the tender, the date and time of presentation. For this purpose, a copy of the application form must be attached, indicating the documents provided.

If the documents are sent by post, the bidder must prove the date on which they were posted at the post office and inform the contracting authority by fax that the tender has been sent. Alternatively, notification may also be provided by email on the same day. In this case, the delivery is only valid if there is a record of the dispatch and receipt, their dates and the full content of the communications and if the sender and the addressee are reliably identified. In this case, a hard copy shall be obtained, registered and added to the file.

Failure to meet these requirements will mean that the documentation will not be accepted if it is received by the contracting authority after the date and time of the deadline indicated in the notice. If, however, ten days after the above-mentioned date have elapsed without the documents being received, they shall not be admissible.

12) Bid Submission Procedure

Proposals shall be submitted in three sequentially numbered envelopes:

ENVELOPE A: GENERAL DOCUMENTATION

The accreditation of the contents of this envelope may be submitted through the following means;

1.- A duly signed ESPD certificate, which can be completed on the following web page: <https://visor.registrodelicitadores.gob.es/esp-d-web/filter?lang=es>.

In any case, by submitting the ESPD, the bidder undertakes to provide the supporting documents it replaces, which are those detailed in point 2 of this clause, within the term established in Clause 19 of these specific administrative clauses, if the contract is awarded to the bidder.

2.- If the ESPD is not provided, the following documents must be provided in this envelope. The original may be submitted or copies that are authentic or have been authenticated in accordance with the legislation in force.

a) Documents accrediting the status and capacity of the bidder

1. The capacity to act of the companies will be accredited by means of the deed or document of incorporation, the articles of association, or the founding act, in which the rules by which their activity is regulated are stated, duly registered, if applicable, in the corresponding Public Registry, according to the type of legal entity in question.

2. When a specific business authorisation is required to perform the activity or service that constitutes the object of the contract, a certified copy of the certificate accrediting said professional capacity shall be attached.

3.- Documents accrediting representation.

Persons appearing or signing bids on behalf of another shall present a power of attorney executed before a notary public.

If the bidder is a legal entity, the general power of attorney must be registered, if applicable, with the Commercial Registry. In the case of a special power of attorney for a specific act, its prior registration in the Commercial Registry will not be necessary.

Likewise, the person with sufficient power of attorney to represent the company must attach a notarised or administratively certified copy of their National Identity Card or, if applicable, the document that replaces it.

4.- Document authorising VIA, Promoción del Aeropuerto de Vitoria, S.A. to process your data in accordance with the formalities set forth in state and community regulations on the protection of personal data.

b) Documents proving economic and financial solvency

Economic and financial solvency shall be established by one of the following means:

1.- Statement of annual turnover referring to the last three completed years in which it is accredited that the sum of the three exceeds twice the amount of the contract price established in the invitation to tender.

Evidence of the bidder's annual turnover shall be provided by means of the approved annual accounts filed with the Commercial Register, if the entrepreneur is registered in such register, and otherwise by those filed in the official register in which he is required to be registered. Individual entrepreneurs not registered with the Commercial Register shall prove their annual turnover by means of their inventory books and annual accounts legalised by the Commercial Register.

2.- Proof of the existence and validity of professional risk indemnity insurance for an amount equal to or greater than that required in the invitation to tender. The original documentation must be provided (or a copy certified by the insurance company) that accredits the existence of this insurance policy, its validity, and that payments are up to date, together with a declaration of responsibility to maintain this insurance policy in the same conditions for the duration of the contract.

3.- Net worth, or asset/liability ratio, at the close of the last financial year for which the obligation to approve annual accounts is due, for an amount twice the amount of the contract price set in the invitation to tender.

This will be attested by means of the approved annual accounts corresponding to the last financial year closed and deposited in the corresponding Commercial or official register if the deadline for submission has expired and they have been deposited; if they have not been deposited, the accounts must be submitted together with the certificate of their approval by the competent administrative body. Individual entrepreneurs not registered with the Commercial Register shall submit their inventory books and annual accounts legalised by the Commercial Register.

4.- In any case, registration in the Official Register of Tenderers and Classified Companies of the Public Administrations will accredit before all public sector contracting bodies, in accordance with what is reflected therein and unless there is proof to the contrary, the businessperson's conditions of economic and financial solvency. Therefore, upon presentation of the original document or certified photocopy, accrediting such registration dated after the date of the invitation to tender, this requirement will be deemed to be fulfilled for all intents and purposes. This classification should refer to both air passenger traffic and the promotion of tourism.

c) Documents attesting to technical or professional competence

The entrepreneur may rely on the competence and means of other entities, regardless of the legal nature of the links it has with them, provided that it can be proved that the entrepreneur effectively has those means at their disposal to fulfil the contract. The accreditation of the competence through external means, referred to in Article 75 of LCSP, will require demonstrating that these means are effectively available to perform the contract by producing the corresponding document proving their availability.

The bidder shall perform the contract using the same means that it has submitted to prove his competence. They may only be replaced, for unforeseeable reasons, by other means that provide an equivalent level of competence and with the prior authorisation of the Public Administration.

Proof of technical or professional competence must be provided by one of the following means:

1.- A list of the main services or works performed in the last five years related to the object of this contract, including amounts, dates, and the client. The services or work performed shall be attested by certificates issued or countersigned by the competent body when the client is a public sector entity. When the client is a private entity, by a certificate issued by the latter or, in the absence of such a certificate, by a statement by the

entrepreneur. Where appropriate, the competent authority shall submit these certificates directly to the contracting body.

2.- List the technical personnel or technical units, whether belonging to the company or not, that are committed to participating in the contract.

3.- Statement on the company's average annual workforce and the relevance of its management personnel over the last three years, accompanied by the corresponding supporting documentation.

4.- Statement indicating the machinery, material and technical equipment that will be available to perform the works or services, to which the pertinent supporting documentation shall be attached.

5.- Statement that the bidder has administrative authorisation (as required by the regulations of the country where its head office is located) to operate scheduled passenger flights in the European territory and that it has been operating passenger flights for at least three years.

d) Statement of Compliance.

The following documents must also be submitted:

1.- A declaration attesting to having full capacity to act and not being subject to the contracting prohibitions set forth in Article 71 of the LCSP, based on the model attached as **Annex 1**.

2.- A declaration that the bidder is up to date with their tax and social security obligations under the current provisions, based on the model attached as **Annex 2**.

The date of these declarations must be later than the date of the invitation to tender.

3.- A declaration under the terms set out in paragraph 1 of Article 70 of the LCSP that they have not participated in preparing the technical specifications or preparatory documents for the contract referred to in this tender. Based on the model attached as **Annex 3**.

4.- Certification issued by the bidder's management or competent representative that it is not involved in any incompatibility as regulated in the Law of the Basque Parliament 1/2014, Regulating the Code of Conduct and Conflicts of Interest of Public Officials. Based on the model attached as **Annex 4**.

5.- Sufficient authorisation for the contracting authority to verify before the competent Public Administration compliance with fiscal, tax and social security requirements in favour of VIA, Promoción del Aeropuerto de Vitoria, S.A. Based on the model attached as **Annex 5**.

6.- Accreditation of compliance with regulations on hiring people with disabilities, or with Royal Decree 364/2005, of 8 April, which regulates the exceptional alternative compliance with the reserve quota in favour of workers with disabilities.

7.- Accreditation of Organic Law 3/2007, of 22 March, on the effective equality of women and men. More specifically, the employer must provide the Equality Plan regulated in Art. 45 of the aforementioned law and proof of its correct implementation.

8.- List of companies belonging to the same group: To apply the rule established in Article 86.1 of the General Regulations of the Public Administration Contracts Act, in relation to the second paragraph of Article 139.3 of the LCSP, bidders must present a declaration stating that they do not belong to any group of companies or that they are included in any of the cases set out in Article 42 of the Commercial Code and belong to a group of companies, indicating the list of the companies in such group and those that are bidding for the tender.

9.- Declaration of confidentiality: The bidder may submit a declaration stating which administrative and technical documents and data submitted are, in the bidder's opinion, to be considered confidential.

10.- Subcontracting: If subcontracting is envisaged, bidders must indicate in the bid the part of the contract they intend to subcontract, indicating its amount and the company name or profile, as defined by reference to the conditions of professional or technical competence of the subcontractors who will be entrusted with the work and indicate the maintenance of these external resources for the duration of the contract.

11.- Email address: The bidder must provide an email address to which VIA, Promoción del Aeropuerto de Vitoria, S.A. may send communications. Information on the progress of this procurement procedure will be forwarded to this address.

12.- Declaration that the bidder has administrative authorisation (as required by the regulations of the country where its head office is located) to operate scheduled passenger flights in the European territory and that it has been operating passenger flights for at least three years (**Annex 6**).

ENVELOPE B: ECONOMIC OFFER AND ELEMENTS TO BE VALUED ACCORDING TO THE MATHEMATICAL FORMULA

Envelope B will include the economic bid based on the model attached as **Annex 7** and also the rest of the documentation that must be evaluated by means of mathematical formulas.

The bid must be typewritten, without amendments or erasures, dated and signed by the bidder.

The rest of the elements to be evaluated according to a mathematical formula will be set out on a separate sheet and with the due documentary accreditation of their existence or with the commitment to their effective implementation as part of the bid in the event of being awarded the contract.

Any documents deemed appropriate may be attached for explanatory purposes, and the bidder may indicate which documents are of a confidential nature.

ENVELOPE C: DOCUMENTS TO BE ASSESSED BASED ON VALUE CRITERIA

This envelope shall contain the documents proving the measures referred to in this item of the Technical Specifications Document.

Any documents deemed appropriate may be attached for explanatory purposes, and the bidder may indicate which documents are of a confidential nature.

13) Bid Submission Deadline

The documentation, duly enclosed in the corresponding envelopes, must be submitted before the deadline indicated in the invitation to tender. As regards submission formalities, the provisions of Clause 11 of these specifications shall apply.

After the deadline has expired, except in the case of submission by post, no further tenders will be accepted.

By submitting the bid, the bidder unconditionally accepts the clauses of the technical specifications and specific administrative specifications, as well as the rest of the documentation included in this tender procedure.

Once a bid has been submitted, it may not be withdrawn; however, once the tendering procedure has been completed, the documentation will be returned to the unsuccessful bidders.

14) Variants

Apart from proposals to be evaluated based on a value criterion, no variants are allowed.

15) Opening of Envelopes and Classification of Documents

Once the envelopes have been submitted, the Contracting Committee will examine the documents in Envelope 1 to check that the person who has submitted them meets all the requirements to be considered a bidder.

If the Committee finds defects or omissions in the documents in Envelope 1 or, where applicable, in the declaration of compliance submitted that can be corrected, it will inform the

interested parties verbally and by electronic, computer or telematic means, and will make this public through the contracting body's contracting profile page. If awarded the contract, the bidder must correct or rectify the deficiencies before the Contracting Committee within the deadline established in Clause 19 for the submission of additional documentation prior to the formalisation of the contract, under penalty of definitive exclusion if the said documentation or, where applicable, the aforementioned declaration of compliance is not rectified within the period granted. In this case, the contract shall be awarded to the second-ranked bidder.

16) Criteria for Considering Bids with Abnormal or Disproportionate Figures.

Given that price is not the only parameter for determining the most advantageous bid, a minimum threshold below which the bid is considered abnormal or disproportionate is set at 60 per cent of the estimated value of the contract.

If the offer is considered to contain abnormal values or to be disproportionate, the bidder will be required to justify those values in the bid, and if the contracting authority considers that such explanation is insufficient, it may exclude that bid from the tender process.

17) Contract Award Criteria:

There are 100 points in total, which are distributed as follows:

Economic bid: 30 points

Technical bid: 70 points

Within the technical bid, 30 points are for aspects that can be evaluated according to a mathematical rule, and 40 points for evaluation according to value criteria.

The specific allocation of these points is specified in the technical specifications and is provided below:

ASSESSMENT OF THE BID

ECONOMIC BID	30	Application of the Formula		
TECHNICAL OFFER	70	Value Judgement	10	Company Profile
			10	Overall promotional strategy
			20	A Mix of Promotional Actions
		Application of the Formula	15	Online positioning
			15	Social Media

As regards the assessment of the economic bid, up to a maximum of 30 points will be awarded based on the application of the formula detailed below:

The offer (Oe) with the lowest price among the bids submitted shall receive 30 points, with the remaining offers being assessed on an inverse proportional basis, in accordance with the following formula:

$$P = 30 * (Oe/Of)$$

P: Points given to the offer

Oe: Most economical offer

Of: Offer submitted.

18) Resolution of a Tie Between Two or More Bids

In the event of a tie, the criteria set out in Art. 147 of the LCSP will apply, and if the tie continues, the bid with the best total price will be awarded the contract; if the tie persists, the bid with the best score for the aspects subject to a value criterion (Envelope C) will be selected.

19) Awarding the Contract

The contracting authority, taking into account the criteria set out in Clause 17, may award the contract to the most advantageous bid and, to this end, it must make public the specific evaluation of each proposal based on the different evaluation criteria.

It may also, if deemed appropriate, declare the tender procedure void. In this case, the bidders shall not be entitled to any compensation whatsoever.

This will be notified to the successful tenderer and to the other bidders; it will also be published on the contracting party's profile page.

The successful bidder shall comply with the following requirements prior to signing the contract:

a) Taxation:

- Positive certification, issued by the State Tax Administration Agency, of being up to date in fulfilling their tax obligations or a declaration of compliance that they are not required to file them. This certification may be obtained as established in Royal Decree 1671/2009, of 6 November, which partially implements Law 11/2007, of 22 June, on citizens' electronic access to public services.

- Positive certification, issued by the Tax Administration of the Basque Country and the Provincial Council, of no tax arrears with the Autonomous Community of the Basque Country or with the Provincial Council of Álava. This certification may be obtained as established in Decree 21/2012 on Electronic Public Administrations.

b) Social Security Obligations:

- Positive certification, issued by the Territorial Treasury of the Social Security, showing that the bidder is up to date with their social security obligations or a declaration of compliance that they are not required to file them.

c) Tax on Business Activities

- Proof of registration with the Tax on Business Activities under the heading corresponding to the object of the contract and being up to date with the payment of the same, providing a copy of the payment receipt for the latest financial year, accompanied by a declaration of compliance that they have not been deregistered for the aforementioned tax.

If exempt from this tax, the bidder shall submit a declaration justifying the exemption.

d) Joint Venture:

Documents certifying the establishment of the joint venture for the purpose of performing the contract

e) Tender Bond:

Document accrediting that the tender bond has been constituted for the amount established.

f) Other Documentation:

- Documentary proof of having paid the costs of the tender announcement in the event that such costs have been incurred (which will be communicated beforehand along with the award of the contract).

- If personal or material resources other than those of your own company are to be provided, submit a list of these resources and a declaration of compliance regarding their availability for the duration of the contract.

- Any other documents attesting to the bidder's capacity to enter into the contract or the effective availability of the means that they have committed to dedicate or allocate to the performance of the contract in accordance with their bid in this tender.

To comply with these requirements, the contracting authority shall grant the successful bidder no less than 20 working days (in accordance with the Contracting Instructions) from the award agreement.

If this documentation is not submitted, except for duly accredited circumstances of force majeure, by the deadline indicated, it will be excluded from the award process. The contract may then be awarded to the company with the second-best score, which must comply with the same requirements indicated in this clause without prejudice to the possibility of declaring the tender void.

- In any case, and if requested, the bidder must present the documentation supporting the declarations of compliance submitted with the bid.

20) Signing the Contract

Once the documentation has been submitted and declared to be in order, the successful tenderer will be called to sign the contract at the headquarters of VIA, Promoción del Aeropuerto de Vitoria, S.A. within a period of at least fifteen working days from the notification.

The contract must contain at least the information listed in Art. 35 of the LCSP.

If the contractor wishes to have it notarised, he shall bear the notarial or other costs arising therefrom.

If it is not signed within the specified period for reasons attributable to the contractor, the contracting authority may grant a new deadline, or it may seize the tender bond and proceed with a new award process.

The signing of the contract and the announcement of the signing (not the contract) will be published on the contracting party's profile page and in the Official Gazette of the Basque Country.

21) Confidentiality

Once the contract has been entered into, the contractor undertakes to keep the terms of the contract confidential. The contractor may not provide information on its content and clauses to third parties without the written authorisation of VIA, Promoción del Aeropuerto de Vitoria, S.A. if such disclosure complies with state and EU regulations (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)).

22) Constitution of the Tender Bond and Cancellation or Reimbursement of Provisional Bonds

Once the contract has been awarded, a tender bond shall be constituted in accordance with the provisions of Clause 10 of these specifications.

23) Person Responsible for the Contract

The contracting authority shall designate a person responsible for the contract, who shall be responsible for supervising its execution and for adopting the decisions and issuing the necessary instructions to ensure the correct execution of the agreed services. The person responsible for the contract may be a natural or legal person.

The appointment shall be communicated in writing to the contractor within fifteen days of the contract being signed, and, where appropriate, their replacement will be notified within the same period, counting from the date on which the replacement is made.

The person responsible and his/her staff, accompanied by the contractor's personnel, shall have free access to the places where the service is being performed.

The contractor, at no additional cost, will provide VIA, Promoción del Aeropuerto de Vitoria, S.A. with professional assistance at the explanatory or information meetings that the latter deems necessary to ensure that the contracted service is provided to its full potential.

24) Performance of the Contract

The contract shall be performed at the contractor's full risk.

The contract shall be performed in accordance with the provisions of its clauses and the specifications documents, and in accordance with the instructions given to the contractor by the contracting authority for their interpretation.

The contractor shall be responsible for the technical quality of the work carried out and the services provided, as well as for the consequences for VIA, Promoción del Aeropuerto de Vitoria, S.A. or for third parties arising from omissions, errors, inadequate methods or incorrect conclusions in the performance of the contract.

The contractor shall be obliged to present a work programme, if required, at the beginning of each year. This programme will include the content indicated in the Technical Specifications Document and shall be approved by the contracting authority.

The contractor is bound to maintain confidentiality with regard to the data and background information which, not being public or common knowledge, are related to the object of the contract, and to which the contractor becomes privy during the performance of the contract, in accordance with the terms established in Clause 21 of these specifications.

The contractor shall submit to the contracting authority, upon request, a detailed list of subcontractors or suppliers participating in the contract when their participation is confirmed, together with the subcontracting or supply conditions of each of them that are directly related to the payment deadline.

Likewise, at the request of the contracting authority, the contractor must provide proof that payments have been made to them once the service has been completed within the payment deadlines legally established in Article 228 of the Revised Text of the Public Sector Contracts Act and in Article 4 of Law 3/2004, of 29 December, in all applicable aspects.

25) Obligations of the Contractor

In addition to the above obligations, the contractor is under the obligation to:

a) Labour, social and economic obligations

The personnel assigned to perform the services shall depend exclusively on the contractor, who shall have all the rights and duties inherent to his capacity as their employer.

In general, the contractor shall be liable for all obligations imposed on him as an employer, as well as for compliance with all rules regulating and developing the labour relationship or any other type of relationship existing between the contractor or between his subcontractors and their workers, freeing VIA, Promoción del Aeropuerto de Vitoria, S.A. from any liability regarding fines, sanctions or any type of liability that may be imposed on him by the competent authorities due to breach of any such regulations and obligations.

The contractor must comply with all applicable industry regulations regarding air navigation, accessibility, and any other applicable regulations.

The contractor is obliged to provide VIA, Promoción del Aeropuerto de Vitoria, S.A., upon request and within fifteen days, with all the information necessary to comply with the obligations set forth in the aforementioned law.

In any case, the contractor shall compensate VIA, Promoción del Aeropuerto de Vitoria, S.A. for any amount that it may be obliged to pay for non-compliance with the obligations established in these specifications, even if this is imposed by judicial sentence or administrative resolution.

The following shall be incumbent upon and at the expense of the contractor:

i) Obtaining the authorisations and licences, documents or any information, whether official or private, required for the performance of the service contracted.

ii) The costs of checking materials, monitoring performance, and subsequent assistance during the warranty period.

iii) Compensation for damages caused to VIA, Promoción del Aeropuerto de Vitoria, S.A. and to third parties as a result of the operations required to perform the service, except when such damages have been caused by an immediate and direct order from VIA, Promoción del Aeropuerto de Vitoria, S.A.

b) Insurance

The contractor must take out compulsory insurance, as well as insurance covering liabilities arising from the performance of the contract.

c) Notifications

The contractor shall appoint a responsible person who will be permanently available to liaise with VIA, Promoción del Aeropuerto de Vitoria, S.A. during the performance of the contract, indicating this person's telephone number, fax and email address. Communications made by email shall be understood to have been correctly made regarding the date, time of sending, and their content.

The contractor shall also provide, if necessary, the names and surnames, business telephone numbers and fax numbers of other persons responsible for the performance of the contract, indicating their position and the responsibility they bear with regard to this contract.

d) Bank Information

The contractor shall provide a current account (with the corresponding IBAN and SWIFT) with an entity operating in Spain so that VIA, Promoción del Aeropuerto de Vitoria, S.A. can make payments to this account by bank transfer.

e) Avoidance of Subcontracting

The contractor undertakes not to use subcontractors, beyond what has been indicated in the bid, to perform the services arising from this contract.

26) Deadlines and Penalties

The contract will commence on 01 April 2025 and end on 31 March 2027.

The contractor is, therefore, obliged to perform the contract within the specified period in accordance with the stipulations of the contract and the clauses of the specific administrative and technical specifications.

If the contractor incurs delays or performs deficiently, VIA, Promoción del Aeropuerto de Vitoria, S.A. is empowered to opt indistinctly, in the manner and conditions established in Article 212 of the Revised Text of the Public Sector Contracts Act, for the termination of the contract with loss of the tender bond or for the application of the penalties established in the aforementioned article.

The amount of the penalties does not exclude any compensation to which the Public Administrations may be entitled for damages caused by the contractor's delay.

If the delay is for reasons not attributable to the contractor, the provisions of Article 195 of the LCSP will apply.

If an extension is agreed, this article shall apply for that additional period.

If the contract is amended and nothing is stated, the regime governing deadlines and penalties will remain unchanged.

27) Payment Scheme

Payments will be made monthly in arrears, in accordance with the price offered and in accordance with the corresponding quote, as reflected in Clause 4 of these specifications. This payment shall be made by bank transfer within thirty days after receipt of the corresponding invoice to the account provided by the contractor. This is provided that it has been established that the services during this period have been carried out in accordance with the conditions of performance of the contract.

Late payment by VIA, Promoción del Aeropuerto de Vitoria, S.A. will accrue the corresponding legal interest without prejudice to the provisions of Law 3/2004.

28) Amendments to the Contract

28.1 As the promotion service is linked to flight operations, an amendment to the contract is permitted due to the effect of an increase or decrease in the number of flights operated at Vitoria Airport by the successful bidder, the contractor.

A variation of up to a maximum limit of 20 per cent is authorised for the duration of the contract. This variation must be based on criteria that make it possible to acknowledge an alteration to the object of the contract: the promotion of Vitoria Airport and Vitoria-Gasteiz, Álava and the Basque Country as a destination of economic and tourist interest in its consolidation and growth phase.

For this purpose, the following parameters are considered together or separately:

- Circumstances related to operations linked to the contract that result in a variation in the promotional performance of the contract and are duly accredited.
- When promotion measures are altered
 - o Upwards, due to an increase in their number or the intensification of those implemented for the performance of the contract.
 - o Downwards, due to a decrease in their number or by a reduction of those implemented for the performance of the contract.
 - o In both cases, proof of the variation and its impact on the contract price must be provided.

Incorporation or elimination of operations linked to the object of this contract as long as they are not the result of the provisions of section 3 of this clause and have an impact on the price of the contract.

28.2 As for the modifications that may occur and that are not foreseen in these specifications, the provisions of Art. 205 of the LCSP will apply.

28.3 A change of destinations or transfer of frequencies between destinations shall not be considered an amendment if the operations remain the same in terms of destinations and total frequencies.

29) Contract Termination

The contract shall be terminated for any of the following reasons:

- a) The death or supervening incapacity of the individual contractor or the extinction of the legal personality of the contracting company, without prejudice to the provisions of Article 98 of the LCSP.
- b) The declaration of bankruptcy or insolvency in any other proceedings.
- c) Mutual agreement between the Public Administration and the contractor. In this case, this mutual agreement must determine the causes that justify it, which must respond to the public interest of not maintaining the contract.
- d) The contractor's failure to meet deadlines.
- e) Any delay in payment by the Public Administration for a period longer than that established in Section 6 of Article 198.6 of the LCSP or the shorter period established under Section 8 of the LCSP.

f) Breach of the remaining essential contractual obligations, which are described as such in the contract.

g) The impossibility of providing the service in the terms initially agreed or the certain possibility of causing serious damage to the interests of VIA, Promoción del Aeropuerto de Vitoria, S.A. if the service continues to be provided in those terms when it is not possible to amend the contract in accordance with the provisions of the previous clause.

Therefore, failure to obtain or the refusal, lapse or loss of such authorisation for any reason whatsoever shall result in the termination of the contract.

The contract shall detail the causes for termination and the legal consequences, in particular, those arising from a breach of contract by the contractor or VIA, Promoción del Aeropuerto de Vitoria, S.A.

30) Enforcement and Extinction

Once the contract has been fulfilled, it shall be deemed to have been extinguished for that reason for all purposes, without prejudice to the necessary warranty period.

In order to consider the contract fulfilled, the contracting authority shall declare the contract fulfilled and notify the contractor.

The warranty period shall commence on receipt of the notification.

31) Warranty Period

A six-month warranty is established. Once this period has elapsed without any complaint having been made regarding the performance of the contract, the tender bond will be reimbursed to the contractor. If a bond endorsement has been formalised, the guarantor shall be instructed to cancel it.

32) Settlement

If, at the end of the warranty period, there is any amount pending or any claim to be borne by VIA, Promoción del Aeropuerto de Vitoria, S.A., this will be settled either directly with the contractor or against the tender bond.

33) Prerogatives of the Contracting Authority

The contracting authority enjoys the prerogatives established in Art. 190 of the LCSP.

34) Competent Jurisdiction

The competent jurisdiction to resolve all disputes arising from the interpretation or performance of this contract shall be the judges and courts of Vitoria, with express waiver of the jurisdiction to which the contractor may be entitled.

35) Language of the Tender and Translation into Other Languages

The language of the tender is Spanish, and the Spanish version is the official one.

The contracting authority shall provide the documentation translated into English to facilitate the process for foreign bidders.

Bids should preferably be submitted in Spanish, English being the only alternative language accepted by the contracting authority.