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## **LOS CABOS TOURISM BOARD**

BANCO SANTANDER MEXICO, SOCIEDAD ANÓNIMA, INSTITUCIÓN DE BANCA MÚLTIPLE,  
GRUPO FINANCIERO SANTANDER MEXICO, IN ITS CAPACITY AS FIDUCIARY OF THE  
IRREVOCABLE INVESTMENT TRUST, ADMINISTRATION  
AND SOURCE OF PAYMENT FOR THE MUNICIPALITY OF LOS CABOS.

## **BIDDING RULES**

**PLANNING AND MEDIA BUYING SERVICES IN INTERNATIONAL MARKETS, FOR THE  
DESTINATION LOS CABOS, BAJA CALIFORNIA SUR.**

**INTERNATIONAL PUBLIC TENDER NUMBER LPA-000000010-010-2022**

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## I.- GLOSSARY.

For the purposes of the present **Bases**, means:

<b>"FITURCA":</b>	Banco Santander Mexicano F2110602 Fideicomiso de Turismo de Los Cabos and/or Fideicomiso de Turismo de Los Cabos and/or Banco Santander México, Sociedad Anónima, Institución de Banca Múltiple, Grupo Financiero Santander México in its capacity as fiduciary of the irrevocable trust of investment, administration and source of payment for the Municipality of Los Cabos. They will invariably have the same meaning subject to specifically being given a different one.
<b>CONVENING OR CONTRACTING AREA:</b>	Area belonging to <b>"FITURCA"</b> empowered to carry out contracting procedures for the purpose of acquiring or leasing goods or contracting the provision of services.
<b>TECHNICAL OR REQUIRING AREA:</b>	Area belonging to <b>"FITURCA"</b> , the one that, in accordance with its needs, formally requests or requires the acquisition or lease of goods or the provision of services and the one that establishes the specifications and standards of a technical nature; evaluates the technical proposal of the proposals and is responsible for responding in the clarification board on the established technical requirements.
<b>CONTRACT ADMINISTRATOR:</b>	Public servant responsible for administering and verifying the fulfillment of the contract through the control and monitoring of it.
<b>CFDI:</b>	Digital Tax Receipt.
<b>CONTRACT:</b>	Agreement of wills that create rights and obligations derived from this tender.
<b>CALL:</b>	Document by which the public tender is made known to the interested parties.
<b>COMPANY CURRICULUM:</b>	Document in free format in which the experience of a company and the products and services it offers are detailed.
<b>RESUME:</b>	Resume, in free format that includes contact details of the collaborator, and their detailed professional experience by position, company and functions.
<b>MARKET RESEARCH:</b>	The verification of the existence of suppliers at international level and the reference price based on the information obtained in the agency or entity itself, of public or private bodies, of service providers, or a combination of such sources of information.

<b>BIDDER:</b>	The natural or legal person participating in the bidding process.
<b>WINNING BIDDER:</b>	The natural or legal person, to whom the contract is awarded.
<b>LAW:</b>	Law of Acquisitions, Leases and Services of the State of Baja California Sur.
<b>SUPPLIER:</b>	Winning bidder with contract awarded.
<b>REPRESENTATIVE:</b>	Legal representative of the legal entity.

### **TECHNICAL ASPECTS:**

<b>AD- SERVING:</b>	One <i>Adserver</i> is a program that manages the advertisements that appear on websites, search engines, social networks and <i>Apps</i> .
<b>BANNER:</b>	Advertising space inserted in an Internet page.
<b>BRIEF:</b>	Document that integrates the information of the actions related to the services object of the contract, which contains: objectives, marketing and sales strategies, statistics, target audience, etc., with the aim of gathering all the necessary information to carry out the advertising action.
<b>COVERAGE:</b>	It is the total amount of editorial space that appears in all media about a given organization or topic.
<b>CONTENT:</b>	Production of texts for collateral, editorial and media material aimed at consumers, industry and media; which must be created by the tenderer and/or the agency in favour of the authorised campaigns, these texts become the property of " <b>FITURCA</b> ".
<b>EMAIL OPT-IN</b>	Authorization of a person, necessary to receive communications by email.
<b>IMPRESSIONS:</b>	Number of times a user is in front of an advertisement or advertising format, whether or not they pay attention to it.
<b>INFLUENCER:</b>	Person who has some credibility on a specific topic, and by his presence and influence in social networks can become an interesting prescriber for a brand.
<b>INSTERSTITIAL:</b>	A full-screen advertising message that is presented in the active window while a new page with the content is loading.

<b>LANDING PAGE:</b>	One <i>landing page</i> , or landing page, is a page <i>web</i> specifically designed to provide information and convert visitors into <i>Leads</i> .
<b>CRISIS MANAGEMENT:</b>	Crisis management, administration, or management is the process by which an organization faces an event of importance that could cause harm to the organization, interested third parties, or the general public and its reputation.
<b>TOP TIER MEDIA:</b>	A media with a high level of influence, reach, audience and distribution, which as a result generates attributes of maximum credibility.
<b>TRADITIONAL MEDIUM:</b>	It includes offline channels from the mass media, such as television, advertising posters, radio, newspaper and magazines. The results are difficult to quantify, measure and manage.
<b>NON-TRADITIONAL MEDIA:</b>	Advertising integrated into the medium in a programmatic way. Making use of technological tools and allowing the user to interact.
<b>MARKET:</b>	Square or country of special importance or significance in any commercial order.
<b>MEDIA MONITORING:</b>	Service that consists of detecting through keywords, coverage on specific topics, organizations or individuals, categorizing the information and collecting it in such a way that it can be easily distributed.
<b>ACTION PLAN:</b>	Document prepared by the winning Bidder, which integrates the set of actions related to the object of the contract, and is presented in a detailed and scheduled manner with the budget assigned for each of the services object of the contract.
<b>STRATEGIC PLANNING:</b>	Management tool that allows to establish the actions and the path that organizations must travel to achieve planned goals.
<b>POP-UP:</b>	Pop-up window that suddenly appears on the screen of the electronic device.
<b>PROOF OF PERFORMANCE:</b>	Report of proof of execution of media campaign where witnesses and metric results of the performance of a campaign are presented.
<b>BUDGET EXERCISED:</b>	Amount of the expenditures made, corresponding to the accrued services that are duly verified, in accordance with the provisions of the technical annex and the contract; once the corresponding invoices and vouchers were accepted and authorized by " <b>FITURCA</b> ".
<b>RETURN ON</b>	The result of dividing the advertising value of the notes generated by



- INVESTMENT (ROI):** the actions of the winning bidder, divided by the investment of the period, that is, the budget exercised, including among others the programs, fees and expenses.
- BUSINESS PARTNERS:** Participants in the business relationship, action plans are made together as part of the strategy to achieve objectives.
- SCREENSHOT:** Screenshot including the witness of the publication and the date of when the capture was taken.
- SKYSCRAPER:** One *banner* vertical format advertising whose most common measurements are 120 x 600 and 160 x 600 pixels.
- SUPERSTITIAL:** Advertising message that is presented before or during the download of content, is usually activated when clicking on a banner or when passing the pointer over it.
- WITNESSES:** Verification related to the activities of public relations and communication objective of this tender such as: invitations to events, agenda, photographic evidence, press releases generated, acknowledgments, reports, attendance lists, among others.
- ADVERTISING VALUE WITH MEDIA:** Calculation of the scale of the required coverage, its positioning estimate what the comparable amount of space would cost, if budgeted as advertising.

## II. GENERAL OR IDENTIFICATION DATA OF THE CONTRACTING PROCEDURE.

### **Provision of Planning and Media Purchase Services in international markets, for the destination Los Cabos, Baja California Sur.**

In compliance with the provisions established by the Law of Acquisitions, Leases and Services of the State of Baja California Sur, and derived from the authorization issued by the Technical Committee of the Tourism Trust of Los Cabos, Baja California Sur, at its Hundredth Thirty-First Ordinary Meeting, held on November 30, 2021, calls for natural and legal persons with technical and economic capacity who wish to participate in the **International Public Tender Number LPA-000000010-010-2022**, for the provision of **"Planning and Media Purchase Services in International Markets, for the destination Los Cabos, Baja California Sur"**.

In accordance with the provisions of article 35, section III of the Law on Acquisitions, Leases and Services of the State of Baja California Sur, this tender is of a nature **INTERNATIONAL**, so that both Mexican and foreign nationalities may participate.

The contestants will be registered in this tender when they meet the requirements of the call and make the payment of the bidding rules, in a designated banking institution or by bank transfer.



The cost of the bases will be the equivalent of national currency for an amount of **\$10,000.00 (TEN THOUSAND PESOS 00/100 M.N.)**, which must only be by bank deposit or electronic transfer and payment must be made at the following banking institution:

The data of the bank account for receipt of interbank transfers or documents in national currency the data are: BENEFICIARY: BANCO SANTANDER MEXICO FID F/2110602-0, ACCOUNT: 65504065289, CLABE: 0141 8065 5040 6528 92 ASSIGNED REFERENCE: F/ 2110602-0.

**NOTE: NO PAYMENT MAY BE RECEIVED PHYSICALLY AT THE OFFICES OF "FITURCA".**

**For Receipt of Interbank Transfers or Documents in DOLLAR currency:** Account: 82500071640 Account. CLABE: 0140 4082 5000 7164 02 Beneficiary: BANCO SANTANDER MEXICO FIDEICOMISO F 2110602 1 Bank: SANTANDER (MEXICO) S.A. Plaza: 5832.City: MEXICO CITY, D.F. Reference: 2110602 1 \*This account does not receive cash.

**Operations Abroad:** For Receipt of International Transfers in Dollars: (For this type of shipments indicate to the client request the MT-103 format) Account: Beneficiary 400047144: BMSXMM BANCO SANTANDER S.A. Bank: JP MORGAN City: NEW YORK, NY ABA Code: 021000021 FINAL Beneficiary: BANCO SANTANDER MÉXICO FIDEICOMISO F 2110602 1 Account: 82500071640 CLABE Account: 0140 4082 5000 7164 02 Reference: 2110602 1, or direct deposit at Banco Santander bank window, Beneficiary: BANCO SANTANDER MÉXICO FIDEICOMISO F 2110602 1 Account: 82500071640.

**1. Description and specifications of the service subject to the tender.** The purpose of this call for tenders is: Hire the **"Planning and Media Purchase Services in International Markets, for the destination Los Cabos, Baja California Sur"**, in order to design and execute an effective comprehensive communication strategy based on a work plan that includes actions of wide dissemination and impact in the different segments of tourism, in congruence with the strategy of general communication and image; which shall be detailed in the Technical Annex thereafter (**Annex II**) of these Rules.

**2. Quality required for the provision of the services covered by this tender.** Bidders must have the necessary infrastructure, specialized personnel in the required field, techniques, procedures, supplies and technological equipment sufficient and adequate for the type of service requested in accordance with the **Annex II**, in order to ensure that the services covered by this tender are provided with the quality, timeliness and efficiency required for this purpose, undertaking to develop it to the satisfaction of **"FITURCA"**.

**3. Budget availability and source of resources.** To carry out this procurement procedure, **"FITURCA"** has sufficient budget, by agreement of the Technical Committee **CT FITURCA 30/11/2021.05**.

**The origin of the resources are those from the collection of the Tax on the Provision of the Lodging Service in the Municipality of Los Cabos, Baja California Sur**, which will be subject to the budgetary availability obtained in the period of the provision of services and that is approved by the Technical Committee of **"FITURCA"**, since the collection of this will be directly related to the hotel occupancy generating said Tax during the year 2022, 2023 and 2024.

**4. Delivery times and conditions.** The delivery of services, verification and reports will be made in accordance with the provisions of these bases and the Work Plan referred to in the section **C.2** and **C.4** of the **Annex II**, from **May 1, 2022** to the **April 30, 2024** the equivalent of **730 calendar days**.

**5. Place of provision of services.** The service will be provided in international markets.

**6. Language in which the proposal will be submitted.** The presentation of the proposals must invariably be in Spanish, in case of an additional one, this may be presented in the language of the country of origin, accompanied by a simple translation into Spanish.

**7. Currency in which it will be quoted.** The proposed price of the services will be in Mexican pesos or in the local currency of the country of residence of the Bidder and will be fixed during the term of the contract and / or its modifications that may be carried out.

For the purposes of valuation of economic proposals, "**FITURCA**" will consider the exchange rate published by Banco México in the Official Gazette of the Federation of the day prior to the day on which they were presented.

The payments made for the provision of services will be valued at the exchange rate determined by the Bank of Mexico, the cost of the accrued services including the exchange variations that are borne by "**FITURCA**", at no time may exceed the maximum amount of the budget allocated to the contract of **\$90 000,000.00 (NINETY MILLION PESOS 00/100 M.N.)**.

**8. Advance and payment terms.** In this contract, no advances will be granted. The payments corresponding to the services object of the contracting, will be made for accrued concept in accordance with the provisions of these Bases and its Annex II, once provided and received to the full satisfaction of "**FITURCA**", upon delivery of invoices and other supporting documentation, in terms of the provisions of the Contract.

Payment will be made no later than 15 calendar days after the approval of the corresponding invoices and verification, for which the Contract Administrator designates for this purpose "**FITURCA**", will issue a document called "Letter of Acceptance of Services", once it has verified the execution and verification on the agreed terms.

**9. Validity of the quote.** The contribution corresponding to the total amount of the services offered in the economic proposal will not be modified during the term of the contract, except in the cases provided for in section VII numeral 5 of these bases.

**10. Licenses, Patents, Trademarks and Copyrights.** The bidder to whom the contract is awarded will assume the total responsibility that results, in the event that by providing the service object of this tender, infringes the rights of third parties on licenses, trademarks, copyrights, or violates any intellectual property right, being "**FITURCA**" released from all liability of a civil, criminal, commercial, fiscal or any other nature.

All images, database, press contacts and material provided by "**FITURCA**", or generated during the provision of the services, are and shall be the property of "**FITURCA**", who shall at all times

have the right to request the winning Bidder if applicable, its restitution; material that may be used by the winning bidder during the term of the contract, on the understanding that it has the express authorization of "FITURCA" provided that it is for the development object of this tender.

**11. Award modality.** The modality of adjudication for the provision of the **Planning and Media Purchase Services for the international market, for the destination Los Cabos, Baja California Sur**, will be contracted in the form of an open contract, in accordance with article 58 of the Law, establishing a maximum budget of **\$90'000,000.00 (NINETY MILLION PESOS 00/100 M.N.)**, and a minimum of **\$36'000,000.00 (THIRTY-SIX MILLION PESOS 00/100 M.N.)** both including Value Added Tax, during the term of the contract.

**The contract shall be awarded to a single tenderer and joint proposals shall not be accepted.**

**12. Cases in which the call can be modified.** "FITURCA" may modify the deadlines or other conditions established in the call or in the rules, from the date of its publication and until the fourth calendar day prior to the date indicated for the realization of the first stage of the act of presentation and opening of proposals, provided that they are not intended to limit the number of participants, complying with the following aspects:

- A. In the case of the call, the modifications will be made known to the interested parties through the same means used for its publication, in the case of the bases they will be made known to the interested parties in writing.
- B. The modifications derived from the clarification meetings will be made available to the bidders by delivering upon request, a respective copy of it and disseminating it through the system. *Compranet B.C.S.*

The modifications may not consist in the replacement of the goods or services originally summoned, or in the addition of others of different items or in significant variation of their characteristics.

**13. Public servants responsible for administering and verifying compliance with the contract.** There shall be two levels of supervision and authorisation for the acceptance of the services covered by this invitation to tender, as follows:

- I. **Administration and surveillance:** The holder of the Marketing Management, attached to the Marketing Directorate of "FITURCA" or whoever occupies this position during the term of the agreement of wills that is subscribed by the issuance of the ruling, will be responsible for administering and verifying the fulfillment of the service object of this tender.
- II. **Management monitoring and verification:** The person in charge of the Marketing Directorate of "FITURCA" or whoever occupies this position during the term of the agreement of wills that is subscribed to the issuance of the ruling, will be responsible for supervising the administration of the fulfillment of the service object of this tender.

**14. Rejection of proposals and declaration of deserted tender.** "FITURCA" may declare the tender void, and may issue a second call for tenders for the contracting of the services covered by this contest, in the following cases:

- 1) When no participant meets the requirements established in these rules and their annexes.
- 2) When, after investigation of prices, it is considered that they are not solvent, due to the fact that it is determined that they are below the market price or exceed the maximum amount of authorized budget.
- 3) When none of the proposals offers the conditions in terms of price, quality, financing and opportunity.
- 4) By not presenting any proposal in the act of presentation and opening of technical and economic proposals.
- 5) If it is found that the bidders reached an agreement to raise the cost of the services requested.
- 6) If it is found during the procedure that any of the bidders falsified information.

**15. Causes of disqualification.** Participants who incur in one or more of the following aspects will be disqualified:

- 1) Failure to submit documentation or failure to comply with any of the requirements established in these rules;
- 2) Verification that a bidder has agreed with one or more other bidders to raise the prices of services, or any other agreement aimed at obtaining an advantage over other bidders;
- 3) When "FITURCA" find that, among the tenderers, they have agreed on situations which are counterproductive to their interests;
- 4) When the offer in its technical proposal does not reach the minimum score established to be subject to the evaluation of the economic proposal in accordance with the criteria established in these bases;
- 5) When it is verified that the bidder does not have the technical, economic and / or legal capacity to perform the service with the required quality;
- 6) If it is proven that they were found in some of the cases of article 39 section XXV and 61 of the Law.
- 7) In the event that the bidder submits proposals with staggered prices;
- 8) When the economic proposal is presented in currencies other than the one established;
- 9) When they submit proposals in a language other than the one established or without the corresponding translation in the additional information;
- 10) When it is verified that they have submitted apocryphal or altered documents modifying the content of these;
- 11) When it is requested that the documentation be presented "under protest of telling the truth", and this legend is omitted in the corresponding document;
- 12) When they incur in any violation of the provisions of the Law, or any other legal system in the matter;
- 13) When any of the sheets of the legal, technical or economic documents presented, are not letterheaded in original in the case of legal entities, as well as, signed each of them by the legal representative who subscribes to the proposals, in accordance with the provisions of the bases;
- 14) In the event that any of the formats of the legal documentation, technical or economic

- proposal, does not contemplate all the requirements requested;
- 15) When it is found that the costs included in the economic proposal are substantially lower than those of the market and therefore the provision of the service is put at risk;
  - 16) If you submit your incomplete technical and/or economic proposal;
  - 17) If you present your technical and economic proposal in the same envelope;
  - 18) When it is not registered in the catalog of suppliers and contractors of the system *Compranet B.C.S.* for reasons attributable to the company;
  - 19) You have not expressed interest in participating during the period of sale of bases, in the system *Compranet B.C.S.* and the status of the procedure is in force;
  - 20) When the payment of the bidding rules has been made after the deadline to acquire bases;
  - 21) When the proposal does not have autograph signatures by the bidder and / or his legal representative.

**In no case may the substantial deficiencies of the proposals submitted be remedied..**

In case of detecting that the bidder falls within the assumptions provided for in paragraphs 10 and 12, the Comptroller General of the Government of the State of Baja California Sur will be given a hearing, for the appropriate purposes.

**16. Cancellation of the tender. "FITURCA"** may cancel this invitation to tender in the following cases:

- 1) By fortuitous event or by causes of force majeure.
- 2) When there are duly justified circumstances that cause the extinction of the need to contract the provision of services and if the contracting procedure is continued, a damage or harm to **"FITURCA"**.
- 3) When determined by the competent authority.

If the above assumptions are framed, all bidders will be notified in writing.

**17. Impediments to participate in this Tender.**

- 1) Those who are in the cases of articles 39 fraction XXV and 61 of the Law of Acquisitions, Leases and Services of the State of Baja California Sur may not participate or present proposals.
- 2) Legal persons in whose share capital natural or legal persons who are disqualified participate.
- 3) Natural persons who participate in the share capital of legal entities that are disqualified.

All bidders when formulating their proposal must submit a letter of statement under protest of telling the truth of not being disqualified from participating in the contracting procedure, in accordance with the above. Failure to comply with this requirement shall be grounds for disqualification.

**III. PARTICIPATION AND EVALUATION REQUIREMENTS.** The following are prerequisites for participation in this tender:

**1. Payment of Bases.** Prove the payment of the bases in the terms established in the section IV



numeral 2.

**2. Documentation to prove the legal existence of the Bidder.** The documentation requested to verify the legal existence and legal personality is detailed in Section IV, numeral 4.1, document 3) of these bidding rules.

**3. Documentation proving financial capacity.** For both national and foreign bidders, they must submit a copy of the annual tax returns of two fiscal years of the last 5 years (2017, 2018, 2019, 2020 and 2021), with which they accredit accumulated income that corresponds to 50% of the maximum amount of the budget of this tender or its equivalent in foreign currency.

In the case of Bidders abroad, the income will be valued at the exchange rate published by Banco de México the day before the date of submission of the proposals.

**4. Experience and Technical Capacity of the bidder.** The bidder must submit his updated curriculum, with which he certifies that the main turn of his activity or business corresponds to Planning and Media Purchase services in the international arena and that he has continuous experience in the provision of similar services of **therefore minus two years**.

Likewise, you must prove with a curriculum that you have an integrated staff of at least: a Media Director; a Media Supervisor; a Senior Media Manager; a Media Performance Analyst; a Digital Ads Operation Coordinator, with experience in matters related to the subject matter of the service.

**5. Requirements that do not affect the solvency of the proposal.** The following are included requirements which in themselves do not affect the solvency of the proposal:

- 1) Omit aspects that can be covered with information contained in the technical or economic proposal itself;
- 2) Failure to observe the established formats, as long as the required information is clearly provided; and
- 3) Not to observe requirements that lack a legal basis or any other that does not aim to objectively determine the solvency of the proposal presented.

**In no case may the substantial deficiencies of the proposals submitted be filled.**

#### IV. FORM AND TERMS OF THE PROCEDURAL ACTS.

**1. Calendar of Events.** The events of this tender will be chaired by C. Víctor Alejandro Téllez Campi, person who occupies the Legal Management of "FITURCA" and who will be the only one empowered to approve or reject proposals, being able to assist in the development of said events of the personnel of the technical and administrative areas that are required for this purpose.

EVENT	DATE AND TIME	PLACE
Publication of the call	April 8, 2022	In the newspaper with the largest circulation in the State of Baja California Sur and the portal <a href="http://compranet.bcs.gob.mx">compranet.bcs.gob.mx</a>

EVENT	DATE AND TIME	PLACE
<p><b>Deadline for the sale of bases</b></p>	<p><b>April 15, 2022 18:00 hours</b></p>	<p>How the bases can be acquired. Accounts <b>"FITURCA"</b>: BANCO SANTANDER MEXICO FID F/2110602-0, ACCOUNT: 65504065289, CLABE: 0141 8065 5040 6528 92 ASSIGNED REFERENCE: F/2110602-0. Account: 82500071640 Account. CLABE: 0140 4082 5000 7164 02 Beneficiary: BANCO SANTANDER MEXICO FIDEICOMISO F 2110602 1 Bank: SANTANDER (MEXICO) S.A. Plaza: 5832.City: MEXICO CITY, D.F. Reference: 2110602 1 This account does not receive cash. <b>Only operations abroad:</b> For Receipt of International Transfers in Dollars: (For this type of shipments indicate to the client request the MT-103 format) Account: Beneficiary 400047144: BMSXMM BANCO SANTANDER S.A. Bank: JP MORGAN City: NEW YORK, NY ABA Code: 021000021 FINAL Beneficiary: BANCO SANTANDER MÉXICO FIDEICOMISO F 2110602 1 Account: 82500071640 CLABE Account: 0140 4082 5000 7164 02 Reference: 2110602 1.</p>
<p><b>Base Clarification Board</b></p>	<p><b>April 15, 2022 12:00 p.m.</b></p>	<p>Boardroom of the offices of <b>"FITURCA"</b> Located on Carretera Transpeninsular Km. 4.3 Fraction I Lot 5 Plaza Providencia, Local 209 – 210, Colonia El Tezal, in Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico. ZIP Code 23454.</p>
<p><b>Presentation of technical and economic proposals and opening of technical proposal</b></p>	<p><b>April 25, 2022 12:00 p.m.</b></p>	<p>Boardroom of the offices of <b>"FITURCA"</b> Located on Carretera Transpeninsular Km. 4.3 Fraction I Lot 5 Plaza Providencia, Local 209 – 210, Colonia El Tezal, in Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico. ZIP Code 23454.</p>
<p><b>Result of the Technical Opinion of the Evaluation of the documentation of the Technical Proposal and Opening of Economic Proposals</b></p>	<p><b>April 28, 2022 12:00 p.m.</b></p>	<p>Boardroom of the offices of <b>"FITURCA"</b> Located on Carretera Transpeninsular Km. 4.3 Fraction I Lot 5 Plaza Providencia, Local 209 – 210, Colonia El Tezal, in Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico. ZIP Code 23454.</p>
<p><b>Issuance of the Judgment</b></p>	<p><b>April 29, 2022 1:30 p.m.</b></p>	<p>Boardroom of the offices of <b>"FITURCA"</b> Located on Carretera Transpeninsular Km. 4.3 Fraction I Lot 5 Plaza Providencia, Local 209 – 210, Colonia El Tezal, in Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico. ZIP Code 23454.</p>
<p><b>Contract Signing</b></p>	<p><b>April 30, 2022</b></p>	<p>Boardroom of the offices of <b>"FITURCA"</b> Located on Carretera Transpeninsular Km. 4.3 Fraction I Lot 5 Plaza Providencia, Local 209 – 210, Colonia El Tezal, in Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico. ZIP Code 23454.</p>

**NOTE:** The reduction of deadlines was authorized by the Convening Area of "**FITURCA**".

**2. Obtaining Bases.** The bases are for consultation in the offices it occupies "**FITURCA**", located on Carretera Transpeninsular Km. 4.3 Fraction I Lot 5 Plaza Providencia, Local 209 – 210, Colonia. El Tezal, in the Delegation of Cabo San Lucas, Municipality of Los Cabos, Baja California Sur; with the following schedule from 8:30 a.m. to 1:00 p.m. and from 3:00 p.m. to 6:00 p.m., Monday through Friday, telephones 01 (624) 1435531 and 01 (624) 1434342 extension 204.

Those interested in participating in this tender must be registered in the Compranet-B.C.S. System, visible in the *link* <http://compranet.bcs.gob.mx>, in the section "Register of Suppliers and Contractors". The registration can be done considering the following steps:

1. Access through the option registration of suppliers and contractors;
2. Provide your RFC;
3. Create a password;
4. Capture your name in the case of a natural person or company name in the case of a legal entity;
5. Some data relating to your company or activity;
6. An email where you can receive messages; and
7. Attach proof of tax situation in PDF format that contains the proof of Tax Situation with QR Code.

Interested parties may express their interest by using the option "Participate" in the tender with the status of "Valid", on the public portal of *Compranet B.C.S.*, visible in the *link* <http://compranet.bcs.gob.mx/app/portal>, in the period from **April 8-15, 2022**; in the event that the aforementioned system does not allow the registration of an international participant for technical reasons such as: that the countries of origin are not in the catalogs of the application or that the fields are not compatible with any of the data provided by the bidder because they differ in their structure, you can contact *BUY ITBS.C.S.* to the telephone 612 123 9400 ext 02210 or by email to the address: [compranet@bcs.gob.mx](mailto:compranet@bcs.gob.mx), in order that the competent area of the Comptroller General of the Government of the State of Baja California, makes its incorporation into the system manually, said letter must be sent prior to the deadline to acquire the bases.

The registration of the interested Bidders will be completed once the cost of the bidding rules has been paid, for this purpose the document that verifies the registration in the system must be included in the envelope of the technical proposal. *Compranet B.C.S.*, i.e. the **Annex V. PROOF OF EXPRESSION OF INTEREST IN PARTICIPATION** of this tender, issued by the aforementioned platform, attaching for this purpose the proof of payment of the bases, which must have been made no later than the deadline to acquire the bases.

The cost of the rules, for participation in the contest, will be **\$10,000.00 (TEN THOUSAND PESOS 00/100 M.N.)** including the VAT, which must be paid by bank deposit, electronic transfer to the beneficiary's account, being of vital importance to indicate the reference number **F/ 2110602-0** particularly assigned to "**FITURCA**". The account details for receiving interbank transfers or documents in national currency are: BANCO SANTANDER MEXICO FID F/2110602-0, ACCOUNT: 65504065289, CLABE: 0141 8065 5040 6528 92 ASSIGNED REFERENCE: F/



2110602-0. This proof of payment must be sent to the email [licitaciones@visitloscabos.travel](mailto:licitaciones@visitloscabos.travel), accompanied by your tax data, for the issuance of the corresponding invoice.

**They must present the original receipt duly stamped by banking institution, at the address already indicated, proposals will not be accepted if the deposit form containing the bank's stamp is dated after the deadline for the sale of bases. In case of proof of bank transfer, it must be presented with a payment date within the term established in these bidding rules.**

**For Receipt of Interbank Transfers or Documents in dollars:** Account: 82500071640 Account. CLABE: 0140 4082 5000 7164 02 Beneficiary: BANCO SANTANDER MEXICO FIDEICOMISO F 2110602 1 Bank: SANTANDER (MEXICO) S.A. Plaza: 5832.City: MEXICO CITY, D.F. Reference: 2110602 1 This account does not receive cash.

**Operations Abroad:** For Receipt of International Transfers in Dollars: (For this type of shipments indicate to the client request the MT-103 format) Account: Beneficiary 400047144: BMSXMXMM BANCO SANTANDER S.A. Bank: JP MORGAN City: NEW YORK, NY ABA Code: 021000021 FINAL Beneficiary: BANCO SANTANDER MÉXICO FIDEICOMISO F 2110602 1 Account: 82500071640 CLABE Account: 0140 4082 5000 7164 02 Reference: 2110602 1, or direct deposit at Banco Santander bank window, Beneficiary: BANCO SANTANDER MÉXICO FIDEICOMISO F 2110602 1 Account: 82500071640.

**NOTE:**

- No cash deposits or payments will be received at the offices of "FITURCA", payment will only be accepted by bank deposit or electronic transfer.
- It is the sole responsibility of the interested parties to purchase the bases in the manner indicated, during the period indicated.
- The payment credited at a date later than the deadline for the purchase of bases will be a cause of invalidity and therefore of non-participation or disqualification.
- **The amount covered by the acquisition of bases of this tender will in no case be refundable.**

**3. Board of clarifications to the Bidding Rules.** The board of clarifications to the bases of the tender will be taken to end of the day **April 15, 2022**, in point of the **12:00 p.m.** in the boardroom occupied by the administrative offices of "FITURCA", located on Carretera Transpeninsular Km. 4.3 Fraction I Lot 5 Plaza Providencia, Local 209 – 210, Colonia El Tezal, in Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico, Zip Code 23454.

You can receive the questions that participants wish to ask up to **24 HOURS** before the holding of the Meeting, to the e-mail: [licitaciones@visitloscabos.travel](mailto:licitaciones@visitloscabos.travel), which will be answered in the development of the Board of Clarifications to the Bases. The convener will not have the obligation to answer any questions received by this means after the **12:00 p.m.** of the day **April 14, 2022**.

In this act, the doubts presented by the bidders or interested in this tender will be resolved, drawing up the corresponding minutes, which will be delivered to those who attend and in addition to the system will be published. *BUY ITBS.C.S.* within the period established in the applicable regulations.

#### **Procedure of the clarification boards to the bidding rules.**

1. The event will be declared started.
2. It will be presented to the public servants who will participate in this event.
3. The questions and/or doubts that were received will be read.
4. The responsible public servants will answer the questions posed by the bidders present.
5. The answers to the questions asked will be read aloud and will form an integral part of the minutes of the event.
6. Once the clarification meeting has been concluded, the corresponding minutes will be drawn up, it will be read and signed by the attendees, who will be given a copy of it, making it available from that date to the bidders who have not attended the event, for the purposes of its notification.

#### **NOTE:**

- Any interested person may attend as an observer without having the right to ask questions, subject to registration provided that the maximum capacity of the boardroom is "**FITURCA**" allow it.
- Attendance at the clarification meeting is optional, attendees must present themselves 10 minutes in advance at the time of convocation of this event, for registration.
- The non-attendance of the participants to the clarification meeting will be their strict responsibility, however, if they request by writing a copy of the minutes that have been drawn up for this purpose, they will be granted such a copy..
- Any modification to the bases and annexes of the tender, derived from the clarification board, will be part of the bases and must be considered by the bidders in the preparation of their proposal.

#### **4. Instructions for preparing and submitting proposals.** Documentation that must contain the technical proposal and the economic proposal.

**Proposals.** The delivery of the proposals will be face-to-face, however, the bidders may send their proposals by courier services as long as they are delivered to the official residence of this Trust up to 10 minutes before the start of the Act. The convener will not be responsible for the delivery times of the parcel company or any delay outside the institution. The proposal must be presented in two sealed envelopes, the first will contain the technical proposal and the second will contain the economic proposal, both envelopes must be duly identified, with the number and name of this tender, as well as, with the name of the natural or legal person to which they belong, both **they must be signed, foliated on each and every one of the sheets, on letterhead of the person or legal representative, as appropriate, on all its pages, and presented in strict order in which they are listed in numeral 4.1. Documentation to be submitted within the envelope of the technical proposal.**

- A. Proposals and all documentation related to this tender must be submitted in Spanish, the supporting documents and printed literature submitted by the bidder may be submitted in the language of the country of origin, accompanied by a simple translation into Spanish.
- B. For the purposes of quotation, the specifications that are contained and indicated in the call, these bases, as well as, in the **Annexes II and III.**
- C. No proposals will be received outside the deadlines established in this tender.

D. The services covered by this tender will be awarded to a single tenderer, so joint proposals will not be accepted.

**4.1 Documentation to be submitted within the envelope of the technical proposal:**

**NO SCORE WILL BE AWARDED TO THE LEGAL, ADMINISTRATIVE AND FINANCIAL DOCUMENTATION THAT IS PRESENTED TO BE ABLE TO PARTICIPATE IN THIS TENDER.**

The mechanism for evaluating points and percentages will be applied only to the documentation that integrates the technical and economic proposal in accordance with those established in the evaluation criteria detailed in paragraph V of these bases.

**About No. 1 - Technical Proposal: Legal, Administrative, Financial and Technical Documentation to participate in the tender:**

<b>Paper 1</b>	<p><b>Proof of payment of bases.</b> Legible copy of the proof of payment, bank transfer or the voucher by which you made the payment.</p> <p>It will be verified that the payment has been in a timely manner, which corresponds to this bidding procedure, that it complies with the requirements indicated in sections III numeral 1 and IV numeral 2 of these bases.</p>
<b>Paper 2</b>	<p><b>Annex V. PROOF OF EXPRESSION OF INTEREST IN PARTICIPATION</b> of this invitation to tender.</p>
<b>Paper 3</b>	<p><b>Verification of the legal existence of the bidder.</b></p> <p><b>Legal persons of Mexican nationality.</b></p> <ul style="list-style-type: none"> <li>• Format for the accreditation of legal personality (<b>Annex I</b>).</li> <li>• Articles of incorporation of the company and, if there are reforms and modifications, present the respective minutes, indicate the names of the partners and their percentage of participation in the company.</li> <li>• Federal Taxpayer Registry.</li> <li>• Document that proves to be up to date in the fulfillment of tax obligations, issued by the competent authority.</li> <li>• Valid official identification of the Attorney or Legal Representative (Professional Card, Passport, credential to vote issued by the INE).</li> <li>• Record of the public deeds in which he was granted the powers to sign the proposals and enter into contracts.</li> </ul> <p><b>Legal persons of foreign nationality.</b></p> <ul style="list-style-type: none"> <li>• Format for the accreditation of legal personality (<b>Annex I</b>).</li> <li>• Articles of incorporation of the company and, if there are reforms and modifications, present the respective minutes, indicate the names of</li> </ul>

	<p>the partners and their percentage of participation in the company. (or equivalent documentation in the country of origin).</p> <ul style="list-style-type: none"> <li>• Federal Taxpayers Registry or equivalent documentation in the country of origin, which proves the registration for the payment of taxes before the corresponding tax authority.</li> <li>• Document that proves to be up to date in the fulfillment of tax obligations, issued by competent authority, in the country of origin.</li> <li>• Current official identification of the Agent or Legal Representative.</li> <li>• Record of the public deeds in which he was granted the powers to sign the proposals and enter into contracts. (or equivalent documentation in the country of origin).</li> <li>• In addition to the above information, you must submit a letter under protest to tell the truth in which you state that the documents presented are equivalent to those of your country of origin), as well as to be in a language other than Spanish, you must present the simple translation into Spanish, of these.</li> </ul> <p><b>Natural person of Mexican nationality.</b></p> <ul style="list-style-type: none"> <li>• Birth certificate or, where appropriate, respective naturalization letter, issued by the competent authority.</li> <li>• Documentation with which you prove to have your legal domicile in the national territory.</li> <li>• Federal Taxpayer Registry.</li> <li>• Document that proves to be up to date in the fulfillment of tax obligations, issued by the competent authority.</li> <li>• Valid official identification.</li> </ul> <p><b>Natural person of foreign nationality.</b></p> <ul style="list-style-type: none"> <li>• Birth certificate or, where appropriate, respective naturalization letter, issued by the competent authority, or its equivalent to the document issued in the country of origin.</li> <li>• Documentation with which you prove to have your legal domicile in the country of origin.</li> <li>• Federal Taxpayers Registry or equivalent documentation in the country of origin, in which it accredits the registration for the payment of taxes before the corresponding tax authority.</li> <li>• Document that proves to be up to date in the fulfillment of tax obligations, issued by competent authority, in the country of origin.</li> <li>• Valid official identification.</li> </ul>
<p><b>Paper 4</b></p>	<p><b>Letter of integrity and commitment of the Bidder.</b> Letter in which the bidder declares, under protest to tell the truth, that:</p> <ul style="list-style-type: none"> <li>• <b>Not to be in the cases of articles 39 fraction XXV and 61 the Law of Acquisitions, Leases and Services of the State of Baja California Sur.</b></li> </ul>

	<p>The bidder is not in any of the cases of the 61 and 39 fraction XXV of the Law of Acquisitions, Leases and Services of the State of Baja California Sur.</p> <ul style="list-style-type: none"> <li>• <b>Not have been sanctioned or fined by the dependencies, entities of the Federal Public Administration and the Governments of the States.</b> The bidder is not fined or sanctioned by the dependencies, entities of the Federal Public Administration and the Governments of the States.</li> <li>• <b>Commitment to quality of the contracted service.</b> The bidder undertakes to perform and provide each and every one of the services subject to this tender in accordance with the conditions and service specifications established in the <b>Annex II</b>, of this invitation to tender.</li> <li>• <b>Commitment to service knowledge.</b> The bidder freely expresses that he has knowledge and experience in the provision of the services that are being requested, that he knows of the needs presented by "FITURCA".</li> <li>• <b>Commitment to Integrity.</b> The bidder who by himself or through an intermediary person, will refrain from adopting conduct, so that the members of the Technical Committee of "FITURCA", induce or alter the evaluations of the proposals, the outcome of the procedure, or other aspects that grant more advantageous conditions in relation to the other bidders.</li> <li>• <b>Acceptance of call, bases and annexes.</b> Has knowledge of the content of the bases and their annexes.</li> </ul>
<p><b>Paper 5</b></p>	<p><b>Accreditation of the financial capacity for the provision of services.</b> Submit a copy of the annual tax returns of two fiscal years of the last 5 years (2017, 2018, 2019, 2020 and 2021), with which you accredit accumulated income that corresponds to 50% of the maximum amount of the budget of this tender or its equivalent in foreign currency.</p>
<p><b>Paper 6</b></p>	<p><b>Tax Obligations.</b> Letter under protest to tell the truth of being up to date in the fulfillment of the tax obligations of the country of residence of the bidder.</p>
<p><b>Paper 7</b></p>	<p><b>Demonstration under protest to tell the truth of contractual compliance.</b> Letter under protest to tell the truth, that they are up to date in the fulfillment of their contractual obligations with dependencies and entities of Baja California Sur.</p>

**Document 8) Documentation for the evaluation of the technical proposal:**

<p><b>Document A</b></p> <p><b>CAPACITY OF THE BIDDER</b></p>	<p><b>1. EXPERIENCE AND LINK TO THE SERVICES OBJECT OF THE CONTRACT.</b></p> <p>1.1 The bidder must submit his updated business curriculum, with which he proves that the main turn of his activity or business corresponds to services of planning and purchase of international media and this is in accordance with the corporate purpose of the company in the Constitutive Act.</p>
<p><b>Document B</b></p> <p><b>EXPERIENCE AND SPECIALTY OF THE BIDDER</b></p>	<p><b>1. CAPACITY OF HUMAN RESOURCES.</b></p> <p>1.1 The bidder must submit the list of the template including names and functions and that at least includes: a Media Director; a Media Supervisor; a Sr. Media Manager; a Media Performance Analyst; and, a Digital Ads Operation Coordinator, each person working in the agency for at least 1 year.</p> <p>1.2 The bidder must submit a resume of each member of the staff that proves the experience of the staff in matters related to the subject of the service and letter under protest of telling the truth, which endorses the experience of the required personnel.</p> <p><b>2. EXPERIENCE AND SPECIALTY IN THE PROVISION OF THE SERVICE.</b></p> <p>2.1 The bidder must prove continuous experience in the provision of planning services and purchase of international media of at least 2 years, by presenting a simple copy of the service contracts provided.</p> <p><b>3. FULFILLMENT OF CONTRACTS.</b></p> <p>3.1 The bidder must provide the letters of satisfaction of the clients whose contracts were delivered in the previous numeral, who have received planning services and purchase of international means of at least 2 years in the provision of the service.</p> <p><b>4. CAPACITY IN THE PROVISION OF THE SERVICE.</b></p> <p><b>PRE-CONTRACT ANALYSIS.</b></p> <p>4.1 The tenderer must prove his capacity for analysis and evaluation of the media, trends, trade policies and strategies, through a letter from the client and a success story of a pre-contract analysis which contains:</p> <ul style="list-style-type: none"> <li>a) Audience analysis.</li> <li>b) Monitoring the evolution of the competition in media.</li> <li>c) Reading of market trends.</li> <li>d) Motivations of consumer understanding.</li> </ul>

	<p><b>PLANNING.</b></p> <p><b>4.2</b> The bidder must prove its capacity in this area, by presenting a success story of a client with a proposal that includes:</p> <ul style="list-style-type: none"> <li>I. Media Objective.</li> <li>II. Media Mixing.</li> <li>III. Media Strategy.</li> <li>IV. Annualized Media Flow that considers the temporality, location, and impressions of each medium.</li> </ul> <p><b>NEGOTIATION.</b></p> <p><b>4.3</b> The bidder must prove its capacity in this area, by presenting a successful case of negotiation with a means in which it details the savings achieved in negotiations.</p> <p><b>CONTRACTING OF COMMERCIAL MEDIA SPACES.</b></p> <p><b>4.4</b> The bidder must prove its capacity in this area, by presenting letters of recommendation from other customers, which indicate satisfaction in the contracting of guidelines in commercial spaces in international markets and its scope.</p> <p><b>BUSINESS PARTNERS AND COOPERATIVE PROGRAMS.</b></p> <p><b>4.5</b> The bidder must prove its capacity in this area, by presenting a list of cooperative campaigns that it has executed for other clients accompanied by a letter under protest of telling the truth.</p> <p><b>EXECUTION AND MONITORING.</b></p> <p><b>4.6</b> The tenderer must prove his capacity to monitor, follow up and monitor the execution of the campaigns with its own tools, likewise, it must have a <i>Ad Serving</i> for media monitoring <i>online</i> accrediting this with presenting a license of use, or a copy of the invoice of the tool in the name of the BIDDER, or the declaration of the supplier of the tool that accredits the right of use of said tool by the BIDDER in 2022-2024.</p> <p><b>ADMINISTRATION, MONITORING AND VERIFICATION.</b></p> <p><b>4.7</b> The bidder must prove its capacity in this area, by submitting letters of recommendation from clients to whom it has provided services related to the matter of contracting international media.</p>
<b>Document C</b>	<b>WORK PLAN.</b>

<p><b>WORK PROPOSAL FOR THE EXECUTION OF THE SERVICE</b></p>	<p>The Bidder must submit in its technical proposal the <b>Action Plan</b> that will be used to comply with the technical specifications of the requested service, which must consider at least the following actions, in accordance with the provisions of the Technical Annex, in addition to integrating an execution calendar for the year 2022 - 2024.</p> <ol style="list-style-type: none"> <li>1. Pre-contract analysis.</li> <li>2. Planning.</li> <li>3. Negotiation.</li> <li>4. Contracting of Commercial Media Spaces.</li> <li>5. Business Partners and Cooperative Programs.</li> <li>6. Execution and Monitoring.</li> <li>7. Administration, monitoring and verification.</li> </ol>
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#### 4.2 Documentation to be submitted within the envelope of the economic proposal.

##### About No. 2.

<p><b>Paper 14</b></p>	<p><b>Economic Proposal.</b></p> <p>The tenderer shall use the format of the <b>Annex III</b> for the presentation of the economic proposal which must break down the concepts that make up the budget, in Mexican pesos or in the local currency of the country of residence of the bidder without considering the Value Added Tax, if applicable.</p> <p>For the purposes of valuation of economic proposals, "<b>FITURCA</b>" will consider the exchange rate published by Banco México in the Official Gazette of the Federation of the day prior to the day on which they were presented.</p> <p>The administrative expenses and costs related to the management of the account, such as office equipment, material, telephony, overtime, attendance at meetings, customer visits etc., must be considered in the price of the service, mentioning that "<b>FITURCA</b>" shall not be obliged to pay the cost of any service that is not duly integrated into the Work Plan or the modifications that are previously agreed and approved by the person administering the Contract designated by "<b>FITURCA</b>".</p> <p>The per diems and expenses of the bidder's staff for the performance of the activities planned for the fulfillment of the object of the contract, they must be identified and approved by "<b>FITURCA</b>", and must be considered in the Work Plan, for which a maximum rate per day of per diem will be agreed, which must not exceed \$ 450.00 (FOUR HUNDRED AND FIFTY US DOLLARS 00/100 USD) per day or its equivalent in national currency.</p>
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**The documentation must be signed by the person who subscribes to the proposals, failure to present it will be grounds for disqualification.**

**In addition to the above, the bidder is required to provide within each of the envelopes of the proposals, a device *USB* containing a scanned copy of the signed documents that make up the technical and economic proposals, in format *PDF*.**

**5. Validity of the proposals received.** The validity of the proposals received will be for the duration of the term of the contract, except in the cases provided for in section VII numeral 5 of these rules.

**6. Joint proposals.** Joint proposals will not be accepted in this call for tenders.

### **7. Act of Presentation and opening of proposals:**

**Stage 1. Opening ceremony of the technical proposal.** It will be carried out as established in the calendar of events for this tender and will be chaired by C. Víctor Alejandro Téllez Campi, Legal Manager of "**FITURCA**", in accordance with the following:

- Bidders must present themselves 10 minutes in advance of the scheduled time, access after the event will not be allowed.
- The event will start at the appointed time.
- It will be presented to the public servants who will participate in this event.
- A list of bidders present will be passed according to the attendance record.
- The event will be declared started.
- The envelopes containing the technical and economic proposals will be received.
- Only the envelopes containing the technical proposals will be opened.
- Technical proposals that quantitatively comply with the documentation requested in these rules will be accepted.
- Technical proposals that are incomplete, or that do not comply with the documents established in this tender, will be disqualified.
- At least one bidder, if any, and the public servants will sign on the spot, each of the technical proposals presented in document 13, as well as the sealed envelopes containing the economic proposals, including those of those whose technical proposals have been discarded, which will be under the protection of the Directorate of Administration and Finance of "**FITURCA**", in accordance with article 73 of the Law of Acquisitions, Leases and Services of the State of Baja California Sur.
- A record of the first stage will be drawn up, in which the technical proposals accepted for its analysis will be recorded, as well as those that have been discarded and the causes that motivated it; which will be signed by the attendees and will be made available or a copy of it will be delivered to them, the lack of signature of any bidder will not invalidate its content and effects.

#### **7.1 Stage 2. Opening of the economic proposal.**

- It will begin at the time indicated in the calendar, with the reading of the result of the detailed review of the technical proposal (article 45 section VII of the Law).

- Only the envelopes containing the economic proposals of the bidders whose technical proposals have complied with each and every one of the documents and requirements required in these bases will be opened.
- The envelopes with the economic proposals of the bidders whose technical proposals were discarded will not be opened.
- The corresponding minutes will be drawn up, in which the technical and economic proposals discarded and the causes that motivated their rejection will be recorded, as well as the economic proposals accepted for their evaluation.
- After reading the minutes, the bidders and the public servants who participated in the event will be signed, delivering a simple copy of the corresponding minutes, and the bidders of this stage will be notified.

**NOTE:**

**They will not have any effect or form an integral part of the proposals, documents, statements or clarifications that have not been inserted in the corresponding envelopes or made in the Acts of Presentation and Opening of Proposals.**

**8. Procedure of the Act of Judgment.** The Act of Judgment will be carried out as established in the calendar of events for this tender, proceeding as follows:

- It will be presented to the public servants who will participate in this event.
- A list of bidders present will be passed according to the attendance record.
- The event will be declared started.
- The opinion, prepared as established in article 47 of the Law, will be read.
- **"FITURCA"**, deliver that opinion stating the following:
  - Chronological overview of the acts of the procedure;
  - Criteria of the evaluation mechanism by points and percentages used;
  - The technical and/or economic reasons for which the proposals submitted are accepted or rejected;
  - Name of bidders whose proposals were rejected;
  - Name of the bidders whose proposals were determined as solvent, in the order of the result of the weighting given in the analysis of their proposals;
  - Name of the bidder to whom the contract is awarded;
  - Well-founded and reasoned reasons why the contract was awarded to the winning bidder;
  - Date for submission of guarantees;
  - Date for the formalization of the contract;
- Once the evaluation of the proposals has been made, the contract will be awarded to the bidder whose bid is solvent, because it complies with the legal, technical and economic requirements established in these bases and their annexes and, therefore, guarantees compliance with the respective obligations and has also obtained the highest score in the evaluation of points and percentages.
- When in the economic proposal there is an arithmetic, typing or any other error that does not affect the result of the evaluation carried out by **"FITURCA"** and provided that the contract has not been signed, **"FITURCA"** will proceed to its correction with the intervention of the Directorate of Administration and Finance, clarifying or rectifying it by means of the corresponding administrative act in which the reasons that originated it and the reasons that

support its amendment will be recorded, a fact that will be notified in writing to the Bidders participating in the contracting process.

#### 8.1. Notification of the Judgment.

- The notification of the fault will be made through the System *Compranet B.C.S.*, on the same day as its broadcast.
- With the notification of the ruling by which the contract is awarded, the obligations derived from it will be enforceable, without prejudice to the obligation of the parties to formalize it on the date and terms indicated in the ruling.

**9. Formalization of the contract.** After the Ruling and prior to the formalization of the contract, the winning bidder must submit the following documentation:

- A) Original for comparison of the Documentation referred to in section III, numerals 1 to 3 of these bases.
- B) Guarantee of the fulfillment of the contract by means of a bond, issued by a legally constituted guarantor institution, before which the corresponding procedures are made in case its enforceability is required, in favor of "**FITURCA**", for an amount in national currency corresponding to 10% of the maximum contract amount without Value Added Tax (VAT).

This guarantee must be an amount in national currency that corresponds to 10% of the maximum amount of the contract, no later than within 5 (five) calendar days prior to the date indicated for the signing of the contract.

In accordance with article 57 of the Law, with the notification of the Judgment, the rights and obligations indicated in the **ANNEX IV** of these rules, which will oblige "**FITURCA**" and the winning Bidder to formalize the contract within twenty calendar days following the notification of the Judgment on **April 29, 2022** in the administrative offices located on Carretera Transpeninsular Km. 4.3 Fraction I Lot 5 Plaza Providencia, Local 209 – 210, Colonia El Tezal, in Cabo San Lucas, Municipality of Los Cabos, Baja California Sur, Mexico. ZIP Code 23454.

In the event that the successful tenderer does not sign the contract, it shall comply with the following:

In compliance with the provisions of the second paragraph of the regulatory device in question, if the successful bidder does not sign the contract for reasons attributable to himself, "**FITURCA**", without the need for a new procedure, may award the contract to the tenderer who has obtained the second place in score, by issuing an award notification, provided that it is within the margin of 10% of the economic proposal in accordance with the provisions of the judgment and so on in case the tenderer does not accept the award.

In addition to the foregoing, the Comptroller's Office may sanction and disqualify the winning bidder who unjustifiably and for reasons attributable to him does not formalize the contract awarded, in terms of the provisions of articles 76 and 77 of the Law.

## V. EVALUATION CRITERIA AND CONTRACT AWARD.

**1. General criteria for award.** "FITURCA" will analyse and evaluate the proposals through the evaluation mechanism of **points and percentages**, verifying that they comply with the requirements indicated in these rules, their annexes and the modifications that result from the Board (s) of Clarifications, which will allow the evaluation to be carried out on equal terms for all bidders.

**2. Specific criteria against which proposals will be evaluated.** To be subject to the evaluation under the criterion of the mechanism of points and percentages, **only bidders who have previously complied quantitatively and qualitatively with each and every one of the requirements established in section IV numeral 4.1 of these rules will be considered, as well as, Annexes II and III**, in accordance with the following:

- a) It will be verified that the legal-administrative and financial documentation complies with the established requirements.
- b) The technical evaluation of the bidders whose documentation complies with the aforementioned requirements will be carried out.
- c) Only the economic proposal of bidders whose technical proposals obtain at least 37.5 points of the 50 established as a maximum will be evaluated.
- d) In the economic evaluation, 50 points will be assigned to the one whose total amount represents the lowest total cost compared to the other proposals submitted by the bidders.
- e) It will be verified that they guarantee and satisfy the required service conditions.
- f) In the case of documentation submitted under protest of telling the truth, "FITURCA" may at any time verify the veracity of the content of these.

**2.1. Technical evaluation.** The technical evaluation includes the items, consisting of:

- I. Capacity of the Bidder.
- II. Experience and Specialty of the bidder.
- III. Work proposal for the execution of the service.

The score to be obtained in the Technical Proposal to be considered solvent and, therefore, not to be discarded, will be at least **37.5** of the **50 Maximum** that can be obtained in your evaluation, according to the following score:

### ITEM I. CAPACITY OF THE BIDDER. (MAXIMUM SCORE 4)

SUBHEADING	DOCUMENT	EVALUATION CRITERIA	POINT ASSIGNMENT
<b>A</b> 1.1) <b>EXPERIENCE AND LINKAGE OF THE BIDDER'S TURN TO THE SERVICES OBJECT OF THE CONTRACT.</b>	Updated curriculum of the BIDDER.	Points will be awarded to the BIDDER who submits their updated curriculum, with which they prove that the main turn of their activity or business corresponds to the planning and media purchase services in international markets.	Will be assigned <b>1 point</b> to the BIDDER who proves that the main line of its activity or business

SUBHEADING	DOCUMENT	EVALUATION CRITERIA	POINT ASSIGNMENT														
(MAXIMUM SCORE 2)			corresponds to planning services and purchase of international media.  Will be assigned <b>1 point</b> additional if it is proven that it exerts its main turn in the tourism industry.														
<b>B 1.1) ESTABLISHMENT PLAN.</b>  (MAXIMUM SCORE POINTS) <b>2</b>	Template list including names and functions.	Points will be assigned to the BIDDER who certifies that he has the ability to designate a staff of at least 5 people for the attention and provision of the services required by "FITURCA", during the term of the contract, integrated as follows:  <table border="1" data-bbox="727 1100 1203 1409"> <thead> <tr> <th>Function</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Media Director</td> <td>1</td> </tr> <tr> <td>Media Supervisor</td> <td>1</td> </tr> <tr> <td>Sr. Media Manager</td> <td>1</td> </tr> <tr> <td>Media Performance Analyst</td> <td>1</td> </tr> <tr> <td>Digital Ads Operation Coordinator</td> <td>1</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>5</b></td> </tr> </tbody> </table> For this purpose, you must submit the list of the requested staff including names, functions and minimum 1 year working in the agency.	Function	Quantity	Media Director	1	Media Supervisor	1	Sr. Media Manager	1	Media Performance Analyst	1	Digital Ads Operation Coordinator	1	<b>TOTAL</b>	<b>5</b>	They will be assigned <b>2 points</b> to the BIDDER who accredits the template required for the provision of the service.  No points will be allocated when the template is less than required or does not meet the function specifications.
Function	Quantity																
Media Director	1																
Media Supervisor	1																
Sr. Media Manager	1																
Media Performance Analyst	1																
Digital Ads Operation Coordinator	1																
<b>TOTAL</b>	<b>5</b>																

**ITEM II. EXPERIENCE AND SPECIALTY OF THE BIDDER (MAXIMUM SCORE 43)**

SUBHEADING	DOCUMENT	EVALUATION CRITERIA	ALLOCATION OF POINTS.
<b>B 1.2) STAFFING EXPERIENCE.</b>	Curriculum vitae of each executive that endorses the average experience of the	Points will be credited to the BIDDER who verifies that the proposed staff has average experience in matters related	Will be assigned <b>1 point</b> when experience of 4 to 6 years is accredited.

<p><b>(MAXIMUM SCORE 3 POINTS)</b></p>	<p>minimum required staff.</p> <p>Letter under protest to tell the truth, signed by the legal representative of the BIDDER that endorses the experience of the personnel required for this subheading.</p>	<p>to the subject of the service, in accordance with the criteria for assigning points in the subheading.</p> <p>For this purpose, the curriculum vitae must be presented in which it endorses the experience of each member of the staff.</p> <p>The allocation of points will be made by determining the simple average resulting from the total sum of years of each of the members that make up the minimum staff of the BIDDER selected to evaluate the experience and the division of said sum by the number of members that make up said template (5).</p>	<p>They will be assigned <b>2 points</b> when experience of 6 to 8 years is accredited.</p> <p>They will be assigned <b>3 points</b> when experience of 8 years and older is accredited.</p>
<p><b>B 2.1) EXPERIENCE AND SPECIALTY OF THE BIDDER IN THE PROVISION OF THE SERVICE.</b></p> <p><b>(MAXIMUM SCORE 5 POINTS)</b></p>	<p>Simple copy of media planning and purchase contracts in the international market.</p>	<p>Points will be awarded to the BIDDER, who accredits at least 2 to 5 years of continuous experience, providing the requested service.</p> <p>The experience will be accredited by verifying having provided the services continuously through contracts for planning services and purchase of international means required in this tender that would have been in force during the year 2021 and up to 5 previous years (2017). The contracts may be tested and it will only be necessary to verify the start and end dates of the contracts, as well as the services object of the contract and that are formalized by the BIDDER as a service provider.</p>	<p>They will be assigned <b>5 points</b> to BIDDERS who accredit continuous experience of up to 5 years.</p> <p>They will be assigned <b>4 points</b> to Bidders who accredit continuous experience of up to 3 years.</p> <p>They will be assigned <b>3 points</b> to Bidders who accredit continuous experience of up to 2 years.</p> <p>Points will not be allocated when the accredited experience is less than 2 years.</p>

<p><b>B 3.1) PERFORMANCE OF CONTRACTS.</b></p> <p><b>(MAXIMUM SCORE 4 POINTS)</b></p>	<p>Letters of recommendation addressed to the convener.</p>	<p>Points will be assigned to the BIDDER who presents all the letters of recommendation of the clients presented in the previous numeral (B 2.1), which must be addressed to the Convener and mention that the BIDDER fulfilled in time and form the agreed services.</p>	<p>They will be assigned <b>4 points</b> to the BIDDERS who present all the letters of recommendation linked to the clients presented in the previous paragraph.</p> <p>Points will not be assigned when not all letters of recommendation are presented and with the characteristics indicated.</p>
<p><b>CAPACITY IN THE PROVISION OF THE SERVICE.</b></p> <p><b>B. 4.1). PRE-CONTRACT ANALYSIS.</b></p> <p><b>(MAXIMUM SCORE 5 POINTS)</b></p>	<p>Success story of a pre-contract analysis and a letter from the client.</p>	<p>Points will be awarded to the BIDDER who presents a case and a client's letter of a pre-contract analysis containing I) audience analysis; (II) monitoring developments in media competition; (III) reading market trends; IV) motivations for consumer understanding.</p>	<p>They will be assigned <b>4 points</b> to the BIDDER who presents a case that has the four items (I-IV) and a letter from the client.</p> <p>They will be assigned <b>2 points</b> to the bidder who presents a case with three of the items (I-IV)</p> <p>Points will not be awarded if the case does not present at least three items (I-IV)</p> <p>To be awarded <b>1 point</b> additional if the case is of a client of the tourism sector.</p>
<p><b>CAPACITY IN THE PROVISION OF THE SERVICE.</b></p> <p><b>B 4.2) PLANNING.</b></p> <p><b>(MAXIMUM SCORE 5 POINTS)</b></p>	<p>Success story of a campaign.</p>	<p>Points will be awarded to the BIDDER who proves their capacity in this subheading to <i>LOS CABOS</i>, by presenting a success story that includes: Media Objective; Media Mix, Media Strategy and Annualized Media Flow that considers the temporality,</p>	<p>They will be assigned <b>5 points</b> to the BIDDER who presents the case with the highest number of impressions per weight spent.</p>

		location, investment and impressions of each medium.	Points will be allocated proportionally to the rest of the bidders.
<b>CAPACITY IN THE PROVISION OF THE SERVICE.</b>  <b>B 4.3). NEGOTIATION.</b>  <b>(MAXIMUM SCORE 3 POINTS)</b>	Success story that includes the published value of a campaign against the negotiated value that was obtained.	Points will be assigned to the BIDDER who proves to have the best negotiating capacity for FITURCA measured by the differential between the published value and the negotiated value of the campaign referred to in the case of success.	They will be assigned <b>3 points</b> the BIDDER certifies that it has the highest differential in the case of success.
<b>CAPACITY IN THE PROVISION OF THE SERVICE.</b>  <b>B 4.4) CONTRACTING OF COMMERCIAL MEDIA SPACES.</b>  <b>(MAXIMUM SCORE 5 POINTS)</b>	Letter of recommendation addressed to the convener, from another client, indicating satisfaction with the services provided, including the scope of the contracted means.	Points will be awarded to the BIDDER who submits in his technical proposal, a letter of recommendation from another client, indicating satisfaction with the services provided, including the scope of the means contracted.	They will be assigned <b>5 points</b> to the BIDDER who proves to have the greatest scope by calculated weight.  Points will be allocated proportionally to the rest of the bidders.
<b>CAPACITY IN THE PROVISION OF THE SERVICE.</b>  <b>B 4.5) BUSINESS PARTNERS AND COOPERATIVE PROGRAMS.</b>  <b>(MAXIMUM SCORE 6 POINTS)</b>	Listed presentation of cooperative campaigns that he has executed for other clients in 2021 and letter under protest to tell the truth.	Points will be assigned to the BIDDER who accredits the largest number of cooperative campaigns executed in 2021.	They will be assigned <b>6 points</b> to the BIDDER who accredits counting the largest number of cooperative campaigns in 2021.  Points will be allocated proportionally to the rest of the bidders.
<b>CAPACITY IN THE PROVISION OF THE SERVICE.</b>  <b>B 4.6) EXECUTION AND MONITORING.</b>  <b>(MAXIMUM SCORE 4 POINTS)</b>	License of use, or copy of the invoice of the tools in the name of the BIDDER, or the declaration of the supplier of the tool that proves the right of use of said tool by the BIDDER.	Points will be assigned to the BIDDER who accredits having their own tools to supervise, follow up and monitor campaigns in addition to having <i>ad serving</i> for execution and monitoring of campaigns <i>online</i> in 2021.	They will be assigned <b>4 points</b> to the BIDDER who accredits having the tools for the monitoring of traditional campaigns and <i>online</i> .  Points will not be allocated to the bidder who does not demonstrate

			execution and monitoring tools.
<b>CAPACITY IN THE PROVISION OF THE SERVICE.</b>  <b>B 4.7) ADMINISTRATION, MONITORING AND VERIFICATION.</b>  <b>(MAXIMUM SCORE 3 POINTS)</b>	Letters of recommendation addressed to the convener of clients indicating the satisfaction of the services of administration and monitoring of campaigns in international media.	Letters of recommendation from clients indicating the satisfaction of the services of administration and monitoring of campaigns in international media (maximum 3 letters).	They will be assigned <b>3 points</b> to the BIDDER who proves to have administered and followed up on international media campaigns. <b>1 point</b> by letter.

**ITEM III. WORK PROPOSAL FOR THE EXECUTION OF THE SERVICE (MAXIMUM SCORE 3).**

SUBHEADING	DOCUMENT	EVALUATION CRITERIA	POINT ASSIGNMENT
<b>A. PROPOSAL OF WORK PLAN FOR THE EXECUTION OF THE SERVICE.</b>  <b>(MAXIMUM SCORE 3 POINTS)</b>	Proposal of Work Plan in free format that considers the execution of the services object of this Tender.	Points will be awarded to the BIDDER who presents in his technical proposal the action plan that he will use to comply with the technical specifications of the requested service, which must consider at least the following actions, in accordance with the provisions of the Technical Annex, in addition to integrating an execution calendar for the years 2022, 2023 and 2024.  <ol style="list-style-type: none"> <li>1) Pre-contract analysis.</li> <li>2) Planning.</li> <li>3) Negotiation.</li> <li>4) Contracting of Commercial Media Spaces.</li> <li>5) Business Partners and Cooperative Programs.</li> <li>6) Execution and Monitoring.</li> <li>7) Administration, monitoring and verification.</li> </ol>	They will be awarded <b>3 points</b> to the BIDDER who presents in his technical proposal the work program to comply with the technical specifications of the requested service.

**2.2. Economic evaluation.** 40 points will be allocated for the proposal whose combined minimum budgets in contracting of Commercial Spaces of Media and Commercial Partners and Cooperative Programs is the highest with respect to the other proposals presented by the bidders.

For other economic proposals, the points corresponding to the budget for advertising in the media will be allocated according to the following formula:

$$PPEPUB = M_{Pub} \times 40 / M_{Pi}$$

Where:

**PPEPUB:** Score or percentage units that correspond to the Budget Proposal for Media Advertising.

**MPub:** Highest advertising budget amount.

**MPi:** Amount of the i-th Economic Proposal (average of the total of economic proposals that were subject to evaluation).

**Representation Fees and Expenses** An additional 10 points will be allocated for the proposal whose fees and representation expenses together represent the lowest percentage compared to the other proposals submitted by the bidders.

For other economic proposals, the points will be allocated according to the following formula:

$$\text{PPEH} = \text{MHon} \times 10 / \text{MPi}$$

Where:

**PPEH:** Score or percentage units that correspond to the Economic Proposal of Fees and Representation Expenses.

**MHon:** Amount of the lowest economic proposal.

**MPi:** Amount of the i-th Economic Proposal (sum of the total of economic proposals that were subject to evaluation).

**To calculate the final result of the score or percentage units obtained by the economic proposal, the convener will apply the following formula:**

$$\text{PPE} = \text{PPEPUB} + \text{PPEH}$$

Where:

**PPEPUB:** Score or percentage units that correspond to the Budget Proposal for Media Advertising.

**PPEH:** Score or percentage units that correspond to the Economic Proposal of Fees and Representation Expenses.

**EPP** = Score or percentage units assigned to the Economic Proposal.

**To calculate the final result of the score or percentage units obtained by each proposal, the convener will apply the following formula:**

$$\text{PTj} = \text{TPT} + \text{PPE} \quad \text{For all } j = 1, 2, \dots, n$$

Where:

**PTj** = Total percentage unit(s) of the proposition;

**TPT** = Total Score or percentage units assigned to the Technical proposal;

**EPP** = Score or percentage units assigned to the Economic Proposal, and

The subscript "j" represents the other propositions determined as solvents as a result of the evaluation.

## **SAW. ECONOMIC ASPECTS**

**1. Payment terms.** The payments corresponding to the services object of the contract, will be made for accrued concept in accordance with the provisions of the Bases and the **Annex II** once borrowed and received to the full satisfaction of "**FITURCA**", upon delivery of invoices and other supporting documentation, in terms of the provisions of the Contract.

Payment will be made no later than 15 calendar days after the approval of the invoices and corresponding verification, for which the person designada for the Administration of the Contract of "**FITURCA**" will issue a document called "Letter of Acceptance of Services", once it has verified the execution and verification in the agreed terms.

Payment will be made by electronic transfer, for which the winning bidder must send the following:

- Name or company name.
- Tax domicile.
- Phone and email address.
- Federal taxpayer registry or equivalent to that issued in the country of origin of the winning bidder.
- Bank details of the account in which "**FITURCA**" will make the deposit.

The payments made for the provision of services will be valued at the exchange rate determined by the Ministry of Finance and Administration of the Government of the State of Baja California Sur, the cost of the services accrued including the exchange variations that result from "**FITURCA**", at no time may exceed the maximum amount of the budget allocated to the contract **\$90´000,000.00 (NINETY MILLION PESOS 00/100 M.N.)**.

**2. Taxes and duties.** All taxes and duties generated by the provision of services will be borne by the winning Bidder, transferring if appropriate, to the "**FITURCA**" only Value Added Tax (VAT), in accordance with current tax legislation.

In the event that the winner of this tender turns out to be a natural or legal person resident in Mexico and by virtue of the fact that the services object of the contract will be provided abroad, it will be required that the billing corresponding to the services considers the price of the service with the Value Added Tax broken down; if the person who wins this tender is a resident abroad, it will be sufficient to present in the invoicing, the concept and amount of the services accrued, without the need to break down said tax, because they correspond to services whose activities will be carried out in foreign territory, in accordance with the provisions of Article 1 of the Value Added Tax Law.

**3. Prices.** The prices offered by the winning bidder will be fixed and will not have any variation during the term of the contract.

**4. Advances.** There will be no advances of any kind.

## VII. OF THE CONTRACT.

Once the evaluation of the proposals has been made, the contract will be awarded to the bidder whose bid is solvent, because it complies with the legal, technical and economic requirements established in these bases and their annexes and, therefore, guarantees compliance with the respective obligations and has also obtained the highest score in the evaluation of points and percentages.

**The contract for the invitation to tender shall be awarded to a single tenderer.** The rights and obligations arising from the signing of the contract may not be transferred by the winning bidder in favor of any other person, which may not be with the exception of collection rights, in which case the consent of the convener in question must be obtained.

**1. Model Contract.** The model contract is detailed in the **Annex IV**.

**2. Term of the contract.** The contract will be valid for **May 1, 2022** to the **April 30, 2024**, equivalent to **730 calendar days**.

**3. Increase in amount and term of the contract.** "**FITURCA**" may within its approved and available budget, under its responsibility and for well-founded and motivated reasons, agree to the increase of the contract through modifications, provided that these do not exceed, altogether, 20% of the maximum amount originally established.

The same percentage will be applied to the modifications that by extension and validity, are made of the service contracts, whose provision is carried out continuously and repeatedly.

**4. Supervening situations that may modify the scope and amount of the contracted services.** When unforeseen situations arise due to fortuitous event or force majeure, such as: alert of diseases or epidemics, travel and / or security alert, natural disasters, conflicts in air transport, civil acts or disorder, situations out of reach or that affect the normal arrival of tourists to the destination and that could have a negative impact on the collection of the Tax on the Provision of Lodging Services of the State of Baja California Sur, "**FITURCA**" will be able to modify the scope of the services, activities provided for in the contract, considering the corresponding costs, for which the corresponding adjustments will be made to the Work Plan that must be duly formalized between the parties.

**5. Extensions for the fulfillment of contractual obligations.** Extensions will be granted: for fortuitous event or force majeure or for reasons attributable to the "**FITURCA**", who may modify the contracts in order to extend the date or term for the provision of services.

**6. Guarantees of contract compliance.** In accordance with the provisions of article 59 of the Law, the winning bidder must guarantee compliance with the contract by means of a bond, issued by a legally constituted guarantor institution, which must have a correspondent in Mexico before whom the corresponding procedures are made in case its enforceability is required, in favour of

**"FITURCA"**, for an amount in national currency or its equivalent in the currency of the country of residence of the winning bidder, corresponding to 10% of the maximum amount of the contract without Value Added Tax (VAT).

In the event that the guarantee is issued in the currency of the country of residence of the successful bidder, to determine its equivalence in national currency, the exchange rate for valuation of operations in foreign currency published in the Official Gazette of the Federation on the date of issuance of the judgment will be considered.

The guarantee of compliance with the contract must be presented within five calendar days prior to the date indicated for the signing of the contract, in accordance with the provisions of article 59 section II of the Law.

The guarantees will be in force during the substantiation of all legal appeals or lawsuits that are filed until the decision is issued by a competent authority.

In cases where the increase in time for the provision of the services requested through modifications in the contracts is agreed, the winning bidder must present to **"FITURCA"**, an additional guarantee for 10% of the maximum value of the modification, in the terms indicated in the first paragraph of this paragraph.

In case of non-compliance **"FITURCA"** will be able to make the guarantee payable to the corresponding Financial Institution.

**7. Conventional penalties.** In the event that the SUPPLIER incurs any delay and / or deficiency in the provision of the service in accordance with the conditions agreed in the contract and the Technical Annex, it will be subject to **"FITURCA"** apply the following conventional penalties, which must not exceed the maximum amount of the guarantee of compliance presented:

The equivalent of 1% of the maximum amount of the contract, in the following cases:

- When for reasons attributable to the SUPPLIER, any of the services or activities considered in the Work Plan referred to in the numeral has not been provided. **C.2 of the Annex II.**
- When the SUPPLIER has unilaterally executed any service or activity not considered in the Work Plan or without the approval of the Marketing Directorate of **"FITURCA"** in accordance with the assumptions and terms detailed in the **Annex II.**
- When the PROVIDER at the request of **"FITURCA"**, within a period not exceeding three working days, do not carry out the replacement or replacement of executives who service the account, when **"FITURCA"** would have identified omissions, breaches or deficiencies in the ability of staff to provide services adequately.
- When the SUPPLIER requires the replacement of an executive on its own account, without informing the Administrator of the Contract of **"FITURCA"** 5 business days in advance.

The equivalent of the rate of surcharges for late payment published in the Income Law of the Federation in force in the year of execution of the services expressed on a daily basis (monthly rate of surcharges for late payment / 30 days) in the following cases:

- For each day of delay in the provision of services or activities in accordance with the deadlines established in the Work Plan.
- For each day of delay in the submission of the verification in accordance with the deadlines established in the contract.

**8. Deductions.** In accordance with the provisions of article 65, paragraph IV, paragraph 4 of the Law; **"FITURCA"** you will be able to apply deductions to the payments you make to the SUPPLIER in accordance with the following rules:

- When it identifies the partial or deficient provision of a service up to the cost of the same in the subsequent billings including the corresponding conventional penalties that would have been determined in accordance with the previous numeral.
- When penalties derived from any of the cases referred to in the previous paragraph are applied.

In case that **"FITURCA"** is not able to apply the corresponding deductions, the PROVIDER must make the refund of the services not performed or performed poorly, as well as the respective penalties, otherwise, **"FITURCA"** will be able to request the application of the guarantee of compliance, without prejudice to the other sanctions to which the SUPPLIER becomes subject in accordance with the provisions of the Law, in these bases, the **Annex II** and the contract.

**9. Return of Guarantees.** Regarding the guarantee for the fulfillment of the contract, **"FITURCA"**, will notify in writing to the Institution issuing the guarantee, either directly or through its correspondent in Mexico, its authorization to cancel the corresponding guarantee at the moment in which the SUPPLIER demonstrates that it has fulfilled all the obligations acquired in the contract and to the full satisfaction of **"FITURCA"**.

Once the obligations stipulated in the contracts that the property has been fully terminated **"FITURCA"**, it is the obligation of the SUPPLIER to manage their release.

## VIII. OF THE INFRACTIONS, SANCTIONS AND TERMINATION OF THE CONTRACT.

**1. Termination of contract.** **"FITURCA"** may at any time administratively terminate the contract that is formalized, in the event that for reasons attributable to the SUPPLIER fails to comply with any of the obligations established in the contract, as is the case of the following cases:

- a) If it ceases to support the price established in its economic offer;
- b) If during the term of the contract, the **"FITURCA"** corroborates that the PROVIDER provided false information, related to its legal documentation and/or its offers;

- c) If the calculated amount of the conventional penalty exceeds the amount of the performance guarantee.
- d) If the SUPPLIER fails to comply with any of the obligations established in the contract;
- e) If the SUPPLIER fails to comply with any of the obligations established in the annexes of the contract corresponding to the information contained in the **Annex II and III**, the technical and economic proposal.
- f) If it does not present the guarantee of compliance with the contract, in the terms established in section VII numeral 7 in the numeral of this call, and
- g) When the competent authority declares it in bankruptcy, or is in any other situation that affects its assets in such a way that prevents it from fulfilling the obligations assumed in the contract.

The termination procedure shall be carried out in accordance with the provisions of article 65 of the Law.

**2. Early termination of the contract. "FITURCA"** may terminate the contract early in the following cases:

- I. By fortuitous event or force majeure;
- II. When the nullity of the acts that gave rise to the contract is determined, on the occasion of the resolution of a competent authority;
- III. Where the contract administrator justifies by means of an opinion that the continuity of the contract contravenes the interests of the contract. **"FITURCA"**;
- IV. By declaration of health emergency due to pandemic that alters the normal circumstances of the execution of the obligations contracted and that imply or bring as a consequence a partial, late or defective fulfillment.

The provisions of the previous paragraph shall be subject to the provisions of article 67, section II, second paragraph of the Law.

**3. Temporary suspension of the contract. "FITURCA"** may temporarily suspend, in whole or in part, the execution of the contract for any justified reason determining the temporality of this, in terms of the provisions of article 66 of the Law.

**4. Sanctions.** The Office of the Comptroller General of the Government of the State of Baja California Sur may impose sanctions and disqualifications to sanction bidders or suppliers who violate the provisions contained in the Law, in terms of the provisions of articles 76, 77 and 78 of the Law.

## **IX. DISAGREEMENTS AND CONTROVERSIES.**

**1. Nonconformities.** It shall be subject to the provisions of Title Seven, Chapter One, Article 85 of the Law. Disagreements may be submitted to the Office of the Comptroller General of the Government of the State of Baja California Sur, located in Ignacio Allende e/ Isabel La Católica and Dionisia Villarino, Colonia Centro, La Paz, Baja California Sur.



**2. Controversies.** The controversies that arise due to the contract derived from this tender will be resolved in accordance with the provisions of the Law of Acquisitions, Leases and Services of the State of Baja California Sur, the Civil Code for the State of Baja California Sur and the Code of Civil Procedures for the State of Baja California Sur.

## **X. RETURN OF PROPOSALS.**

In accordance with the provisions of article 73, second paragraph of the Law, rejected proposals may be returned to bidders who require it, once sixty calendar days have elapsed from the date on which the respective ruling is announced, except in the case in which a non-conformity has been filed, in such a situation, the documentation must be kept until the resolution that is issued has caused state and in terms of the Law of the State Archive System of the State of Baja California Sur.

## **XI. NEGOTIATION OF CONDITIONS.**

The conditions contained in the call for proposals and their annexes, as well as the proposals submitted by the bidders, may under no circumstances be negotiated.

## **XII. TRANSPARENCY.**

The information relating to this contract is of a public nature. In this regard, the technical and economic tenders submitted by the bidders constitute information of a public nature. However, in those cases in which these proposals contain confidential information, the bidder may include in its proposal, an express request that **"FITURCA"** make a public version in accordance with article 111 of the Law of Transparency and Access to Public Information of the State of Baja California Sur.

In relation to the economic proposal, those aspects such as the structure of costs and prices offered, the way in which they market or negotiate the requested services, among others, that means an advantage over their competitors may be omitted; However **"FITURCA"** you may not omit information regarding the number of items, the quantity of product offered, the unit of measurement, the generic description of the product, the unit price, subtotal, Value Added Tax and the total amount.

Headings:

**"FITURCA"**

**Cabo San Lucas, Baja California Sur, Mexico, on the 8th day of April 2022.**

**ARQ. RODRIGO ESPONDA CASCAJARES**  
Director General of the  
Los Cabos Tourism Trust F/2110602-0

**SCI. MAURICIO DE JESÚS PÉREZ SALICRUP**  
Secretary of the Technical Committee of the  
Los Cabos Tourism Trust F/2110602-0