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**LOS CABOS TOURISM TRUST**  
SANTANDER MEXICO BANK, CORPORATION, FULL-SERVICE BANKING INSTITUTION,  
FINANCIAL GROUP SANTANDER MEXICO, IN ITS CAPACITY AS TRUSTEE OF THE  
IRREVOCABLE INVESTMENT TRUST, MANAGEMENT  
AND SOURCE OF PAYMENT FOR THE MUNICIPALITY OF THE CAPES.

## **BIDDING BASES**

**REPRESENTATION SERVICES IN GERMANY,  
FOR THE DESTINATION OF LOS CABOS, LOWER SOUTHERN CALIFORNIA.**

**INTERNATIONAL PUBLIC TENDER NUMBER LPA-000000010-007-2023**

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INTERNATIONAL PUBLIC TENDER NUMBER LPA-000000010-007-2023  
REPRESENTATION SERVICES IN GERMANY,  
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BIDDING BASES

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## I.- GLOSSARY.

For the purposes of these Terms and **Conditions**, the following shall be understood as:

<b>FITURCA:</b>	Banco Santander Mexicano F2110602 Los Cabos Tourism Trust and/or Los Cabos Tourism Trust and/or Banco Santander México, Sociedad Anónima, Institución de Banca Múltiple, Grupo Financiero Santander México in its capacity as trustee of the irrevocable investment trust, administration and payment source for the Municipality of Los Cabos. They will invariably have the same meaning provided that a different one is specifically given to them.
<b>CONVENING OR CONTRACTING AREA:</b>	Area belonging to <b>FITURCA</b> empowered to carry out contracting procedures in order to acquire or lease goods or contract the provision of services.
<b>TECHNICAL OR REQUESTING AREA:</b>	Area belonging to <b>FITURCA</b> , which, according to its needs, formally requests or requires the acquisition or lease of goods or the provision of services and which establishes the specifications and standards of a technical nature; evaluates the technical proposal of the proposals and is responsible for responding at the clarification meeting on the established technical requirements.
<b>CONTRACT ADMINISTRATOR:</b>	Public servant responsible for administering and verifying the performance of the contract through its control and monitoring.
<b>HIGH IMPACT:</b>	Refers to the media with the highest audience in Germany. They are journalists or people who generate content of value to their audience.
<b>CFDI:</b>	Digital Tax Receipt.
<b>CONTRACT:</b>	Agreement of wills that create rights and obligations arising from this Tender.
<b>CALL:</b>	Document through which the Public Tender is made known to the interested parties.
<b>MARKET RESEARCH:</b>	The verification of the existence of suppliers in Germany and the reference price based on the information obtained in the agency or entity itself, from public or private bodies, from service providers, or a combination of such sources of information.
<b>BIDDER:</b>	The individual or legal entity involved in the Tender process.
<b>WINNING BIDDER:</b>	The individual or legal entity to whom the contract is awarded.



<b>LAW:</b>	Law on Acquisitions, Leases and Services of the State of Baja California Sur.
<b>SUPPLIER:</b>	Winning Bidder with awarded contract.
<b>REPRESENTATIVE:</b>	Legal representative of the legal entity.

### **TECHNICAL ASPECTS:**

<b>DATABASE:</b>	List of contacts and information generated as a result of the activities that are the subject of this tender.
<b>CONTENT:</b>	Production of texts for collateral, editorial and digital media aimed at consumers, industry and media; which must be created by the bidder and/or the agency in favor of the authorized campaigns, such texts become the property of <b>FITURCA</b> .
<b>TOURIST DESTINATION:</b>	Locality with capacity and tourist infrastructure (Los Cabos, Baja California Sur.)
<b>DMCs:</b>	<i>Destination Management Company</i> is a destination management, professional services company with local knowledge, experience and resources, working on the design and implementation of events, activities, tours, transportation and program logistics.
<b>STATUS:</b>	Federal Entity of the United Mexican States.
<b>BRAZIL:</b>	Country Territory.
<b>BRAND USAGE GUIDE:</b>	Guidelines established for the use of the <i>Los Cabos brand</i> .
<b>MEDIA DAY:</b>	The directors of <b>FITURCA</b> attend a day of coexistence with the city press determined by <b>FITURCA</b> . A press conference is held one-on-one interviews, and concludes with a meal with publishers, press or business partners.
<b>MARKET:</b>	Germany.
<b>EMERGING MARKET:</b>	Countries with rapidly growing and industrializing social or business activity, with the potential to generate new tourism to the destination.
<b>BUDGET EXERCISED:</b>	Amount of disbursements made supported with the required supporting documents. Submitted to <b>FITURCA</b> once authorized for payment, charged to the authorized budget.



<b>WORK SCHEDULE:</b>	A set of scheduled representation, public relations, promotion and marketing actions to be carried out during the term of the contract.
<b>PROMOTIONAL:</b>	Anything used as part of promotional activities to stimulate or encourage the demand or sale of a product or service through short-term incentives.
<b>TARGET AUDIENCE:</b>	Recipient of a campaign, product or service.
<b>PUBLIC RELATIONS:</b>	Strategic communication actions coordinated and sustained over the course of time, with the main objective of strengthening links with the different audiences, listening to them, informing them and persuading them to achieve loyalty and support from them, in present and/or future actions.
<b>RETURN ON INVESTMENT (ROI):</b>	The result of dividing the advertising value of the notes generated by the shares of the Winning Bidder, divided by the investment of the period, that is, the budget exercised, including, among others, the programs, fees and expenses.
<b>SEMINARS:</b>	Specialized meeting that has a technical and/or academic nature whose objective is to carry out in-depth study of certain topics with a treatment that requires specialization.
<b>BUSINESS PARTNERS:</b>	Individual or legal entity with whom the Winning Bidder establishes agreements to achieve the promotional objectives of <b>FITURCA</b> .
<b>WITNESSES:</b>	Verification related to the activities of representation, public relations, promotion and marketing objective of this tender such as: invitations to events, agenda, photographic evidence, press releases generated, thanks, reports, attendance lists, among others.
<b>TOUR OPERATORS</b>	Large travel agencies that offer travel products or services that are marketed through retailers.
<b>FAMILIARIZATION TRIPS (FAM TRIP):</b>	The management and conduct of visits to the destination of Los Cabos and the surrounding area, with the aim of making the tourism product and services known first-hand.

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

**Provision of Representation Services in Germany, for the destination Los Cabos, Baja California Sur.**



In compliance with the provisions established by the Procurement Law, Leases and Services of the State of Baja California Sur, and derived from the authorization issued by the Technical Committee of the Los Cabos Tourism Trust, Baja California South, at its Forty-Sixth Ordinary Meeting, held on May 12, 2023, individuals and legal entities with technical and economic capacity who wish to participate in the International Public **Tender Number LPA-00000010-007-2023**, for the provision of the "**Representation Services in Germany, to Los Cabos destination, 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 **INTERNATIONAL in nature**, so both Mexican and foreign nationals may participate.

The bidders will be registered in this Tender by covering the requirements of the call and making the payment of the bases of the Tender, at a designated banking institution or by bank transfer.

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

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

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

**Foreign Operations:** For Receipt of International Transfers in Dollars: (For these types of shipments, indicate to the customer that the MT-103 format is requested) Account: 400047144 Beneficiary: BMSXMM BANCO SANTANDER S.A. Bank: JP MORGAN City: NEW YORK, NY ABA Code: 021000021 Ultimate Beneficiary: BANCO SANTANDER MEXICO TRUST 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 MEXICO TRUST F 2110602 1 Account: 82500071640.

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

**1. Description and specifications of the service subject to the Tender.** The purpose of this Tender is to: To contract the "**Representation Services in Germany, for the destination Los Cabos, Baja California Sur**", in order to design and execute an effective communication strategy aimed at and adapted to consider the activities, means and resources that contribute to increasing the knowledge and dissemination of the *LOS CABOS brand* in the market considered in the scope of this Tender; which will be detailed in the Technical Annex in the following **Annex II** of these Terms and Conditions.

**2. Quality required for the provision of the services that are the object of this Tender.** The Bidders must have the necessary infrastructure, personnel specialized in the required field,

techniques, procedures, supplies and technological equipment sufficient and appropriate for the type of service requested in accordance with **Annex II**, in order to ensure that the services that are the subject of this Bid are provided with the quality, opportunity and efficiency required for this purpose, undertaking to develop it to the satisfaction of **FITURCA**.

**3. Budget availability and source of resources.** In order to carry out this contracting procedure, **FITURCA** has budgetary sufficiency, through Agreement of the Technical Committee **CT FITURCA 12/05/2023.02**.

**4. The origin of the resources are those derived from the collection of the Tax on the Provision of the Accommodation Service in the Municipality of Los Cabos, Baja California Sur**, which will be subject to the budget availability obtained in the period of the provision of the services and that is approved by the **FITURCA Technical Committee**, since the collection thereof will be directly related to the hotel occupation generating said Tax during the fiscal year 2023, 2024 and 2025.

**5. Delivery Terms and Conditions.** The delivery of the services, verification and reports will be done in accordance with the provisions of these bases and the Work Plan referred to in section **C.2** and **C.4** of **Annex II**, from September 1, **2023** to August **31, 2025**, equivalent to **730 calendar days**.

**6. Place of provision of services.** The service will be provided in the German market.

**7. Language in which the proposal will be submitted.** The submission of the proposals must invariably be in Spanish. If any additional information is submitted, it may be submitted in the language of the country of origin, accompanied by a simple translation into Spanish.

**8. Currency to be quoted.** The proposed price of the services will be in Mexican pesos and will be fixed during the term of the contract and/or its modifications that are carried out, if applicable.

Payments made for the provision of services at no time may exceed the maximum amount of the budget allocated to the contract of **\$5,000,000.00 (FIVE MILLION PESOS 00/100 M.N.)**.

**9. Advance and payment terms.** No advances will be granted in this contract. Payments corresponding to the services that are the subject of the contract will be made monthly for accrued items in accordance with the provisions of these Terms and Conditions and its **Annex II**, once they have been 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.

The payment will be made no later than 15 calendar days after the approval of the corresponding invoices and verification, for which purpose the Contract Administrator designated by **FITURCA** will issue a document called the "Service Acceptance Letter", once it has verified the execution and verification in the agreed terms.

**10. Validity of the quote.** The quote corresponding to the total amount of the services offered in the economic proposal will not be modified during the term of the contract, except for the cases provided for in section VII section number 5 of these terms and conditions.

**11. Licenses, Patents, Trademarks and Copyrights.** The Bidder to whom the Contract is awarded shall assume the total responsibility that results, in the event that by providing the service that is the object of this Bid, it infringes third-party rights over licenses, trademarks, copyrights, or any intellectual property right is violated, **FITURCA** being released from all liability of a civil, criminal, commercial, fiscal or any other nature.

All images, database, press and material contacts provided by **FITURCA**, or generated during the provision of the services, are and will be the property of **FITURCA**, who shall at all times have the right to request the Winning Bidder to be reinstated; material that may be used by the Winning Bidder during the term of the contract, on the understanding that there is the express authorization of **FITURCA** provided that it is for the development that is the object of this Tender.

**12. Mode of award.** The award modality for the provision of *the Representation Services in Germany, for the destination Los Cabos, Baja California Sur*, will be contracted in the open contract modality, in accordance with Article 58 of the Law, establishing a maximum budget of **\$5,000,000.00 (FIVE MILLION PESOS 00/100 M.N.)**, and a minimum of **\$2,000,000.00 (TWO MILLION PESOS 00/100 M.N.)**, during the term of the contract.

**The contract will be awarded to a single bidder and no joint proposals will be accepted.**

**13. Assumptions in which the call can be modified.** **FITURCA** may modify the deadlines or other conditions established in the call or on the bases, from the date of its publication until the fourth calendar day prior to the date indicated for the execution of the first stage of the act of presentation and opening of proposals, provided that they do not have the purpose of limiting 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 their publication, in the case of the bases, they will be made known to the interested parties in writing.
- B.** The modifications arising 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 *Purchasenet-BCS system*.

Modifications may not consist of the replacement of the goods or services originally convened, or the addition of others of different headings or in significant variation of their characteristics.

**14. Public servants responsible for managing and verifying contract compliance.** The person in charge of the Business Development and Meetings Management of **FITURCA** will be responsible for administering and verifying compliance with the service that is the object of this Tender.

**15. Disposal of proposals and declaration of deserted Tender.** FITURCA may declare the Tender void, being able to issue a second call for the contracting of the services that are the subject of this tender, in the following cases:

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

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

- 1) Failure to submit documentation or failure to comply with any of the requirements established in these terms and conditions;
- 2) The verification that any Bidder has agreed with another or others to raise the prices of the services, or any other agreement that is intended to obtain an advantage over the other Bidders;
- 3) When **FITURCA** confirms that, among the Bidders, they have agreed on situations that 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 verified 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 tiered prices;
- 8) When the economic proposal is presented in currencies other than that established;
- 9) When they submit proposals in a language other than that established or without the corresponding translation in the additional information;
- 10) When it is verified that they have submitted apocryphal or altered documents by modifying the content thereof;
- 11) When it is requested that the documentation be submitted "under oath," and this legend is omitted from the corresponding document;
- 12) When they incur any violation of the provisions of the Law, or any other legal system in the matter;
- 13) When any of the pages of the legal, technical or economic documents submitted are not on original letterhead in the case of legal entities, as well as, signed each of them by the legal representative signing the proposals, in accordance with what is indicated in the terms and

conditions;

- 14) In the event that any of the forms of the legal, technical or economic documentation does not include all the requirements requested;
- 15) When it is verified 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 it presents its technical and economic proposal in the same envelope;
- 18) When it is not registered in the catalog of suppliers and contractors of the *Purchasenet-BCS* system for reasons attributable to the company;
- 19) It has not expressed interest in participating during the base sale period, in the *Purchasenet-BCS* system and the status of the procedure is in force;
- 20) When the payment of the Tender bases has been made after the deadline to acquire bases;
- 21) When the proposal does not have handwritten signatures by the Bidder and/or its legal representative.

**Under no circumstances may the substantial deficiencies of the proposals submitted be supplemented.**

If it is detected that the Bidder falls within the cases provided for in numerals 10 and 12, the General Comptroller's Office of the Government of the State of Baja California Sur will be given a view, for the appropriate purposes.

**17. Cancellation of the Tender. FITURCA** may cancel this Tender, in the following cases:

- 1) Due to unforeseen circumstances or for reasons of force majeure.
- 2) When there are duly justified circumstances that cause the extinguishment of the need to contract the provision of the services and to continue with the contracting procedure, a damage or harm is caused to **FITURCA**.
- 3) When determined by the competent authority.

If the above assumptions are included, all Bidders will be notified in writing.

**18. Impediments to participating in this Tender.**

- 1) Those that are in the cases of Articles 39 section XXV and 61 of the Law on Acquisitions, Leases and Services of the State of Baja California Sur may not participate or submit proposals.
- 2) Legal persons whose share capital includes natural or legal persons who are disabled.
- 3) Individuals who participate in the share capital of legal entities that are disabled.

All Bidders, when making their proposal, must submit a letter of representation under oath if they are not disqualified from participating in the contracting procedure, in accordance with the foregoing. Failure to comply with this requirement will be grounds for disqualification.

**III. PARTICIPATION AND EVALUATION REQUIREMENTS.** The following are indispensable requirements to participate in this Tender:



**1. Payment of Bases.** Accredited the payment of the bases under the terms established in section IV, section 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 Tender Terms and Conditions.

**3. Documentation proving Financial Capacity.** For both domestic and foreign Bidders, they must submit a copy of the annual tax returns for two fiscal years of the last 5 years (2018, 2019, 2020, 2021 and 2022), with which they prove accumulated income corresponding to 50% of the maximum amount of the budget of this Bid or its equivalent in foreign currency.

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

**4. Bidder's Experience and Technical Capacity.** The Bidder must submit its updated curriculum vitae, which proves that the main course of its activity or business corresponds to public relations services and that it has continuous experience in the provision of similar services of **at least two years.**

You must also prove with a resume that you have an integrated staff template at least: CEO, an Account Director and an Account Executive.

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

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

**Under no circumstances may the substantial deficiencies of the submitted proposals be supplemented.**

#### **IV. FORM AND TERMS OF THE ACTS OF THE PROCEDURE.**

**1. Schedule of Events.** The events of this Tender will be chaired by Mr. Víctor Alejandro Téllez Campi, a person occupied by the Legal Management of **FITURCA** and who will be the only person empowered to approve or discard proposals, being able to assist in the development of such personnel events of the technical and administrative areas required for this purpose.

<b>EVENT</b>	<b>DATE AND TIME</b>	<b>PLACE</b>
<b>Publication of the call</b>	<b>July 7, 2023</b>	In the most circulated newspaper 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
<b>Base Sale Deadline</b>	<b>July 18, 2023 6:00 p.m.</b>	How the foundations can be purchased. “ <b>FITURCA</b> ” accounts: BANK SANTANDER MEXICO FID F/2110602-0, ACCOUNT: 65504065289, CODE: 0141 8065 5040 6528 92 ASSIGNED REFERENCE: F/ 2110602-0. Account: 82500071640 Account. CLABE: 0140 4082 5000 7164 02 Beneficiary: BANCO SANTANDER MEXICO TRUST F 2110602 1 Bank: SANTANDER (MEXICO) S.A. Plaza: 5832.City: MEXICO, D.F. Reference: 2110602 1 This account does not receive cash.
<b>Base Clarification Board</b>	<b>July 18, 2023 10:00 a.m.</b>	“ <b>FITURCA</b> ” Offices Located at 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. Postal Code 23454.
<b>Presentation of technical and economic proposals and opening of technical proposal</b>	<b>July 24, 2023 10:00 a.m.</b>	“ <b>FITURCA</b> ” Offices Located at 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. Postal Code 23454.
<b>Result of the Technical Opinion on the Evaluation of the documentation of the Technical Proposal and Opening of Economic Proposals</b>	<b>July 26, 2023 10:00 a.m.</b>	“ <b>FITURCA</b> ” Offices Located at 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. Postal Code 23454.
<b>Fault Issue</b>	<b>July 28, 2023 12:00 p.m.</b>	“ <b>FITURCA</b> ” offices located at 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. Postal Code 23454.
<b>Contract Signature</b>	<b>July 31, 2023</b>	“ <b>FITURCA</b> ” Offices Located at 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. Postal Code 23454.

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

**2. Obtaining Bases.** The bases are for your reference in the offices occupied by **FITURCA**, located at Carretera Transpeninsular Km. 4.3 Fraction I Lot 5 Plaza Providencia, Local 209 – 210, Cologne. El Tezal, in the Delegation of Cabo San Lucas, Municipality of Los Cabos, Baja California Sur; with the following hours from 8:30 a.m. to 1:00 p.m. and from 3:00 p.m. to 6:00 p.m., Monday to Friday, telephone numbers 01 (624) 1435531 and 01 (624) 1434342 extension 204.



Those interested in participating in this Tender must be registered in the *Purchasenet-BCS System*, visible at the link <http://compranet.bcs.gob.mx>, in the section "Registration of Suppliers and Contractors". The record may do so considering the following steps:

1. Access through supplier and contractor registration option;
2. Provide your RFC;
3. Create a password;
4. Capture your name in the case of an individual or corporate name in the case of a legal entity;
5. Some data relating to your business or activity;
6. An email where you can receive messages; and,
7. Attach proof of tax situation in PDF format containing proof of Tax Situation with QR Code.

The interested parties must express their interest by using the option "Participate" in the Tender with the status of "Effective", on the public portal of *Compranet-BCS*, visible at the link <http://compranet.bcs.gob.mx/app/portal>, in the period from **7 to 18 July 2023**.

The registration of the interested Bidders will be completed once the cost of the Bidding bases has been paid, for this purpose it must be included in the envelope of the Technical Proposal, the document that checks the record in the *Purchasenet-BCS system*, that is, **Annex V. PROOF OF STATEMENT OF INTEREST IN PARTICIPATION** in this Tender, issued by the aforementioned platform, attaching for this purpose the proof of payment of the bases, which must have been performed no later than the deadline to acquire the bases.

The cost of the bases, for participation in the tender, will be **\$10,000.00 (TEN THOUSAND PESOS 00/100 M.N.)** including 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** assigned in particular for **FITURCA**. Account details for receipt of interbank transfers or documents in national currency are: BANK SANTANDER MEXICO FID F/2110602-0, ACCOUNT: 65504065289, CODE: 0141 8065 5040 6528 92 ASSIGNED REFERENCE: F/ 2110602-0. Said proof of payment must be sent to the email [licitaciones@visitloscabos.travel](mailto:licitaciones@visitloscabos.travel), accompanied by its tax details, for the issuance of the corresponding invoice.

**They must present the original receipt duly stamped by the banking institution, at the address already indicated, proposals will not be accepted if the deposit slip containing the bank's stamp dated after the base sale deadline. If it is a bank transfer receipt, it must be submitted with a payment date within the term established in these Tender Terms and Conditions.**

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

**Foreign Operations:** For Receipt of International Transfers in Dollars: (For these types of shipments, indicate to the customer that the MT-103 format is requested) Account: 400047144 Beneficiary: BMSXMM BANCO SANTANDER S.A. Bank: JP MORGAN City: NEW YORK, NY



ABA Code: 021000021 Ultimate Beneficiary: BANCO SANTANDER MEXICO TRUST 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 MEXICO  
TRUST F 2110602 1 Account: 82500071640.

**NOTE:**

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

**3. Meeting of clarifications to the Tender Terms and Conditions.** The meeting of clarifications to the terms and conditions of the Tender will be held on July **18**, 2023, at **10:00 a.m.** in the meeting room occupied by the administrative offices of **FITURCA**, located at 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, Postal Code 23454.

Questions that participants wish to ask up to **24 HOURS** prior to the meeting may be received at the following email: [licitaciones@visitloscabos.travel](mailto:licitaciones@visitloscabos.travel), which will be answered in the development of the Clarifications to the Terms and Conditions Board. The caller shall not be required to answer any questions received by this means after **10:00 a.m.** on July **17**, **2023**.

In this act, resolution will be given to the doubts presented by the Bidders or interested in this Bid, with the corresponding minutes being drawn up, which will be delivered to those who attend and in addition, the one will be published in the *Purchasenet-BCS* system within the term established in the applicable regulations.

**Procedure for the clarification meetings to the Tender bases.**

1. The event will be declared initiated.
2. It will be presented to the public servants who will participate in said event.
3. Questions and/or concerns that were received will be read.
4. The responsible public servants will respond to the questions raised by the Bidders present.
5. The answers to the questions asked will be read aloud and will be an integral part of the event minutes.
6. Once the clarifications meeting has been completed, the corresponding minutes will be drawn up, 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 act, for the purposes of their notification.

**NOTE:**

- Any person interested in the capacity of observer may attend without having the right to ask questions, after registration, provided that the maximum capacity of the **FIGURCA** boardroom allows it.
- Attendance at the Clarification Board is optional, attendees must report 10 minutes in advance of the call for this event, for registration.
- The absence of participants from the clarifications meeting will be their strict responsibility, however, they may consult it in the *Compranet-BCS* system or if they request it in writing, they will be granted a copy of the minutes that have been drawn up for this purpose.
- Any modification to the bases and annexes of the Tender, derived from the clarifications meeting, will be part of the bases and must be considered by the Bidders in the preparation of their proposal.

**4. Instructions for developing and delivering proposals.** Documentation that must contain the Technical Proposal and the Economic Proposal.

**Proposals.** The delivery of the proposals will be in person, however, the Bidders may send their proposals by courier services as long as they are delivered to the official residence of this Trust until before the start of the Act. The caller shall 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 properly identified, with the number and name of this Tender, as well as, with the name of the natural or legal person to whom they belong, both **must be signed, numbered on each and every leaf, on the 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 that must be submitted within the envelope of the Technical Proposal.**

- A. The 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 quoting, the specifications contained and indicated in the call must be taken, these bases, as well as, in **Annexes II and III.**
- C. No proposals will be received outside the deadlines established in this Tender.
- D. The services that are the subject of this Tender will be awarded to a single Bidder, so joint proposals will not be accepted.

**4.1 Documentation to be submitted within the envelope of the Technical Proposal:**

**NO SCORE WILL BE GIVEN TO THE LEGAL, ADMINISTRATIVE AND FINANCIAL DOCUMENTATION SUBMITTED IN ORDER TO PARTICIPATE IN THIS TENDER.**

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

**Envelope No. 1 - Technical Proposal: Legal, Administrative, Financial and Technical Documentation to be able to participate in the Tender:**

<p><b>Document 1</b></p>	<p><b>Proof of payment of bases.</b> Legible copy of the proof of payment, bank transfer or the proof by which you made the payment.</p> <p>It will be verified that the payment has been in a timely manner, corresponding to this Tender procedure, that it complies with the requirements indicated in sections III numeral 1 and IV numeral 2 of these terms and conditions.</p>
<p><b>Document 2</b></p>	<p><b>Annex V. PROOF OF STATEMENT OF INTEREST IN PARTICIPATION</b> of this Tender.</p>
<p><b>Document 3</b></p>	<p><b>Verification of the legal existence of the Bidder.</b></p> <p><b>Legal entities of Mexican nationality.</b></p> <ul style="list-style-type: none"> <li>• Form for accreditation of legal personality (<b>Annex I</b>).</li> <li>• Articles of incorporation of the company and, if there are amendments and modifications, present the respective minutes, indicate the names of the shareholders and their percentage of participation in the company.</li> <li>• Proof of Tax Situation.</li> <li>• Document that proves that it is up to date in the fulfillment of tax obligations, issued by the competent authority.</li> <li>• Current official identification of the Proxy or Legal Representative (Professional License, Passport, voting credential issued by the INE).</li> <li>• Minutes of the public deeds in which the powers to sign the proposals and enter into contracts were granted.</li> </ul> <p><b>Legal entities of foreign nationality.</b></p> <ul style="list-style-type: none"> <li>• Form for accreditation of legal personality (<b>Annex I</b>).</li> <li>• Certificate of incorporation of the company and, if there are amendments and modifications, present the respective minutes, indicate the names of the shareholders and their percentage of participation in the company (or the equivalent documentation in the country of origin).</li> <li>• Proof of Tax Status or equivalent documentation in the country of origin, evidencing the registration for the payment of taxes with the corresponding tax authority.</li> <li>• Document proving that it is up to date in the fulfillment of tax obligations, issued by the competent authority, in the country of origin.</li> <li>• Current official identification of the Proxy or Legal Representative.</li> <li>• Minutes of the public deeds in which the powers to sign the proposals and enter into contracts were granted (or the equivalent documentation in the country of origin).</li> </ul>

	<ul style="list-style-type: none"> <li>In addition to the above information, you must submit a letter under oath stating that the documents submitted are equivalent to those of your country of origin), as well as, if you are in a language other than Spanish, you must submit the simple translation into the Spanish language, 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 evidencing having its legal domicile in the national territory.</li> <li>Proof of Tax Situation.</li> <li>Document that proves that it is up to date in the fulfillment of tax obligations, issued by the competent authority.</li> <li>Current 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 evidencing its legal domicile in the country of origin.</li> <li>Proof of Tax Situation or equivalent documentation in the country of origin, in which it proves the registration for the payment of taxes before the corresponding tax authority.</li> <li>Document proving that it is up to date in the fulfillment of tax obligations, issued by the competent authority, in the country of origin.</li> <li>Current official identification.</li> </ul>
<p><b>Document 4</b></p>	<p><b>Letter of integrity and commitment from the Bidder.</b> Letter in which the Bidder declares, under oath, that:</p> <ul style="list-style-type: none"> <li><b>Not being in the cases of Articles 39 section XXV and 61 of the Law on Acquisitions, Leases and Services of the State of Baja California Sur.</b> The Bidder is not in any of the cases of 61 and 39 section XXV of the Law on Acquisitions, Leases and Services of the State of Baja California Sur.</li> <li><b>Not have been sanctioned or fined by the agencies, entities of the Federal Public Administration and of the Governments of the States.</b> The Bidder is not fined or sanctioned by the agencies, entities of the Federal Public Administration and the Governments of the States.</li> <li><b>Commitment to quality of the contracted service.</b></li> </ul>

	<p>The Bidder undertakes to perform and provide each and every one of the services that are the subject of this Bid in accordance with the conditions and service specifications established in <b>Annex II</b> of this Bid.</p> <ul style="list-style-type: none"> <li>• <b>Commitment to service knowledge.</b> The Bidder freely expresses that it has knowledge and experience in the provision of the services being requested, that it is aware of the needs presented by <b>FITURCA</b>.</li> <li>• <b>Commitment to Integrity.</b> The Bidder who, by itself or through an intermediary person, will refrain from adopting conduct, so that the members of the <b>FITURCA Technical Committee</b>, induce or alter the evaluations of the proposals, the result 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 Terms and Conditions and their Annexes.</li> </ul>
<b>Document 5</b>	<p><b>Accreditation of the financial capacity for the provision of the services.</b> Submit a copy of the annual tax returns for two fiscal years for the last 5 years (2018, 2019, 2020, 2021 and 2022), with which it proves accumulated income corresponding to 50% of the maximum amount of the budget of this Tender.</p>
<b>Document 6</b>	<p><b>Tax Obligations.</b> Letter under oath to tell the truth of being up to date in the fulfillment of tax obligations.</p>
<b>Document 7</b>	<p><b>Manifestation under oath to tell the truth of contractual compliance.</b> Letter under oath that they are up to date in the fulfillment of their contractual obligations with agencies and entities of Baja California Sur.</p>

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

<b>Document A</b> <b>CAPACITY OF THE BIDDER</b>	<p><b>1. EXPERIENCE AND LINKAGE TO THE SERVICES THAT ARE THE SUBJECT OF THE CONTRACT.</b></p> <p>1.1 The Bidder must submit its updated curriculum vitae, with which it proves that the main line of business or activity corresponds to the representation services in the tourism industry, as well as that this is consistent with the corporate purpose of the company in the Articles of Incorporation.</p>
<b>Document B</b>	<p><b>1. HUMAN RESOURCES CAPACITY.</b></p>

**EXPERTISE  
AND  
SPECIALTY OF  
THE BIDDER**

**1.1** The Bidder must submit the list of the template including names and functions and that, at a minimum, it has a General Director, an Account Director and an Account Executive.

**1.2** The Bidder must submit the Curriculum Vitae of each member of the staff who proves the experience of the staff in matters related to the subject of the service, as well as a letter under oath, which supports the experience of the required staff.

**2. EXPERIENCE AND EXPERTISE IN SERVICE DELIVERY.**

**2.1** The Bidder must submit a simple copy of contracts of other clients other than the Bidder whose purpose has been the provision of representation services in the target market of at least 2 years.

**3. PERFORMANCE OF CONTRACTS.**

**3.1** The bidder must provide the letters of recommendation of other clients other than the Caller, who have received representation services in the tourism industry, which must expressly mention having received a satisfactory service and in compliance with the contract entered into for such purposes.

**4. CAPACITY IN THE PROVISION OF THE SERVICE.**

**MEDIA.**

**4.1** The bidder must prove that it has the capacity to work with media in the market in Germany, for which it must submit the list of media with which it has generated coverage and letters issued by them that prove said situation.

**FAMILIARIZATION TRIPS.**

**4.2** Submit the list of familiarization trips organized by the Bidder for the representation of destinations for the last 2 years with photographic witnesses, invitations or letters of acceptance, press releases, media releases, social media activity and in the case of industry contracts, agreements or agreements that prove the joint promotion of a destination with third parties.

**RELATIONSHIP AND REPRESENTATION WITH THE TOURISM INDUSTRY.**

**4.3** The Bidder must verify that it has organised the most seminars, trainings, *roadshows* and special events for the promotion of destinations in the German market during the last two years, through the list and any other document that proves its performance.

<p><b>Document C</b></p> <p><b>WORK PROPOSAL FOR THE EXECUTION OF THE SERVICE</b></p>	<p><b>WORK PLAN.</b></p> <p>The Bidder must submit in its technical proposal the Work Plan that it 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 and must integrate an execution calendar for the fiscal years 2023, 2024 and 2025.</p> <ol style="list-style-type: none"> <li>1. Relationship and representation with the tourism industry.</li> <li>2. Promotion actions and events to the consumer or potential customers.</li> <li>3. Media relations.</li> <li>4. Familiarization trips (Media and Tourism Industry).</li> </ol> <p><b>PLACE OF RESIDENCE OR REPRESENTATION IN GERMANY.</b></p> <p>The Bidder must prove its residence or that it has a representative office in the market of Germany.</p>
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**4.2 Documentation that must be submitted within the envelope of the Economic Proposal.**

**Envelope No. 2.**

<p><b>Document 9</b></p>	<p><b>Economic Proposal.</b></p> <p>The Bidder must use the form of <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.</p> <p>Administrative costs and expenses associated with account management, such as office equipment, material, telephony, overtime, attendance at boards, 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 <b>'s personnel</b> for the performance of the activities provided for the fulfillment of the purpose of the contract must be identified and approved by <b>FITURCA</b>, and must be considered in the Work Plan, for which a maximum per diem rate of \$450.00 (FOUR HUNDRED FIFTY US DOLLARS 00/100 USD) will be agreed.</p>
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**The documentation must be signed by the person signing the proposals, failure to submit it will be grounds for disqualification.**

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

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

**6. Joint proposals.** Joint proposals will not be accepted in this Tender.

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

**Stage 1. Act of opening the technical proposal.** It will be carried out as established in the schedule of events for this Tender and will be chaired by Mr. 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; post-event access will not be permitted.
- The event will start at the indicated time.
- It will be presented to the public servants who will participate in said event.
- A list of Bidders present will be passed according to the attendance record.
- Event will be declared initiated.
- Envelopes containing the Technical and Economic Proposals will be received.
- Only envelopes containing Technical Proposals will be opened.
- Technical proposals that quantitatively comply with the documentation requested in these terms and conditions will be accepted.
- Technical proposals that are incomplete, or do not comply with the documents established in this Tender will be disqualified.
- At least one Bidder, if any exist and the public servants will sign in the act, each of the technical proposals presented in its document 13, as well as, sealed envelopes containing economic proposals, including those whose technical proposals would have been discarded, who will be under the protection of the **FITURCA Administration and Finance Department**, in accordance with Article 73 of the Procurement Act, Leases and Services of the State of Baja California Sur.
- The minutes of the first stage will be drawn up, in which the technical proposals accepted for 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 a copy of it will be made available or given to them, as well as, through the *Purchasenet-BCS system*; 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 financial proposals of the Bidder whose technical proposals have complied with each and every one of the documents and requirements required in these terms and conditions 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, which will record the discarded Technical and Economic Proposals and the causes that motivated their disposal, as well as the accepted economic proposals for evaluation.
- After reading the minutes, the Bidders and the public servants who participated in the event will sign, delivering a simple copy of the corresponding minutes, the Bidders being notified of this stage.

**NOTE:**

**Any documents, statements or clarifications that have not been inserted in the corresponding envelopes or made in the Minutes of Submission and Opening of Proposals shall not take any effect or form an integral part of the proposals.**

**8. Failure Act Procedure.** The Act of Failure shall be carried out as established in the schedule of events for this Tender, proceeding as follows:

- It will be presented to the public servants who will participate in said event.
- A list of Bidders present will be passed according to the attendance record.
- The event will be declared initiated.
- The opinion will be read, prepared as established in Article 47 of the Law.
- **FITURCA** will issue said ruling stating the following:
  - A chronological review of the acts of the procedure;
  - Criteria of the evaluation mechanism by points and percentages used;
  - The technical and/or economic reasons why the submitted proposals are accepted or discarded;
  - Name of the Bidders whose proposals were discarded;
  - Name of the Bidders whose proposals were determined as solvents, in the order of the result of the weighting granted in the analysis of their proposals;
  - Name of the Bidders to whom the contract is awarded;
  - Reasons founded and motivated for which the contract was awarded to the Winning Bidder;
  - Date for the presentation of guarantees;
  - Date of contract execution;
- 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 there is an arithmetic error in the economic proposal, type or of any other nature 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 with its correction with the intervention of the Administration and Finance Department, clarifying or rectifying it by means of the corresponding administrative minutes in which the reasons that originated it and the

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

- The ruling of the tender will be made known, which will be freely available to the Bidders who have participated in the act of presentation and opening of proposals, and the respective minutes will be drawn up, which will be signed by the attendees, to whom a copy of it will be delivered. The lack of signature of any bidder will not invalidate its content and effects, however, they may consult it in the *Purchasenet-BCS* system or if they request it in writing, they will be granted a copy of the minutes that have been drawn up for this purpose.

#### 8.1. From the Fault notification.

- Notification of the Fault will be made through the *Purchasenet-BCS System* on the same day as its issuance.
- With the notification of the ruling awarding the Contract, the obligations arising from it shall 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 execution of the Contract, the Winning Bidder must deliver the following documentation:

- A) Original for comparison of the Documentation referred to in section III, numerals 1 to 3 of these terms and conditions.
- B) Guarantee of compliance with the Agreement by means of a bond, issued by a bonding Institution legally incorporated in Mexico, before which the corresponding procedures are carried out in the event that its enforceability is required, in favor of **FITURCA**, for an amount in national currency that corresponds to 10% of the maximum amount of the contract without Value Added Tax (VAT).

Said guarantee must be an amount in national currency corresponding to 10% of the maximum amount of the contract, no later than 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 Ruling, the rights and obligations indicated in **ANNEX IV** of these terms and conditions will be enforceable, which will obligate **FITURCA** and the Winning Bidder to formalize the contract within twenty calendar days following the notification of the Ruling on July **28, 2023** at the administrative offices located at 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. Postal Code 23454,

In the event that the awarded Bidder does not sign the Contract, it will be adjusted to the following:

In compliance with the provisions of the second paragraph of the aforementioned regulatory device, if the successful Bidder did not sign the contract for reasons attributable to it, **FITURCA**, without the need for a new procedure, it may award the contract to the Bidder who has obtained the second place in score, by issuing an award notice, provided that it is within the margin of 10% of the economic proposal in accordance with what is recorded in the ruling and so on in the event that the Bidder does not accept the award.



In addition to the foregoing, the Comptroller's Office may sanction and disqualify the Winning Bidder from unjustifiably and for reasons attributable to it not formalizing the awarded contract, in terms of the provisions of Articles 76 and 77 of the Law.

**V. EVALUATION CRITERIA AND CONTRACT AWARD.**

**1. General criteria for adjudication.** FITURCA will analyze and evaluate the proposals through the **point and percentage evaluation mechanism**, verifying that they comply with the requirements indicated in these bases, their annexes and the modifications resulting from the Clarifications Board(s), which will allow the evaluation to be carried out under equal conditions for all Bidders.

**2. Specific criteria under which proposals will be evaluated.** To be the subject of the evaluation under the criteria of the points and percentages mechanism, only the Bidders who have previously met quantitatively and qualitatively each and every one of the requirements established in section IV section number 4.1 of these terms and conditions will **be considered, as well as ANNEXES II and III**, in accordance with the following:

- a) Legal-administrative and financial documentation shall be verified to comply with the established requirements.
- b) The technical evaluation of the Bidders whose documentation meets the aforementioned requirements will be carried out.
- c) Only the financial proposal of the Bidders whose technical proposals obtain at least 37.5 points out of the 50 established at most will be evaluated.
- d) In the economic evaluation, 50 points will be allocated to the one whose total amount represents the lowest total cost compared to the other proposals submitted by the Bidders.
- e) They will be verified to ensure and satisfy the required service conditions.
- f) In the case of the documentation submitted under oath, **FITURCA** may verify at any time the veracity of the content thereof.

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

- I. Capacity of the Bidder.
- II. Bidder's Expertise and Specialty.
- 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 maximum **50** that can be obtained in its evaluation, according to the following score:

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

SUB-BLOCK	DOCUMENT	ENDPOINT	POINTS ALLOCATION
<b>A) EXPERIENCE AND LINKAGE OF THE BIDDER'S DRAFT TO THE SERVICES</b>	Updated Curriculum of the Bidder.	The Bidder must submit its updated resume, with which it proves that the main line of business or	The Bidder will be assigned <b>4 points</b> to prove that the main line of business or activity



<b>SUBJECT TO THE CONTRACT.</b>  <b>(MAXIMUM SCORE 4 POINTS)</b>		activity corresponds to services representing the tourism industry.	corresponds to services representing the tourism industry.
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**BALANCE II. EXPERIENCE AND SPECIALTY OF THE BIDDER (MAXIMUM SCORE 39).**

SUB-BRUSH	DOCUMENT	ENDPOINT	POINTS ALLOCATION.
<b>A) HUMAN RESOURCES CAPACITY.</b>  <b>(MAXIMUM SCORE 5 POINTS)</b>	<p>Template list including names and job titles.</p> <p>Letter under oath of truth, signed by the owner or legal representative of the Bidder that endorses the experience of the personnel required for this sub-section.</p> <p>Curriculum vitae that supports the highest average experience of the minimum required personnel.</p>	<p>For the provision of the service in this Tender procedure, the Bidder must have at least 3 people: 1 CEO, 1 Account Director and 1 Account Executive.</p> <p>For this purpose, you must submit the list of the template including names and positions.</p> <p>Points will be awarded to the Bidder who verifies through a resume the highest average experience of the minimum personnel required in this sub-section, (of the positions of General Director, Account Director and Account Executive, in matters related to the subject of the service, in accordance with the criteria for assigning points of the sub-section.</p> <p>Likewise, a letter under oath must be included, signed by the natural person or legal representative of the legal entity, in which it supports the experience of the personnel required for this sub-section.</p> <p>The allocation of points will</p>	<p><b>1 point</b> will be assigned when 0-2 years experience is proven.</p> <p><b>2 points</b> will be awarded when 3-4 years experience is demonstrated.</p> <p><b>3 points</b> will be awarded when experience is demonstrated from 5 to 7 years and beyond.</p> <p><b>4 points</b> will be awarded when 7-9 years experience is demonstrated.</p> <p><b>5 points</b> will be awarded when 10 years of experience and beyond is demonstrated.</p>



		<p>be made by determining the simple average resulting from the total sum of years of each of the members who make up the Bidder's staff and the division of said sum by the number of members who make up the staff.</p>	
<p><b>B) EXPERIENCE AND SPECIALTY IN THE PROVISION OF THE SERVICE.</b></p> <p><b>(MAXIMUM SCORE 4 POINTS)</b></p>	<p>Contracts for the provision of representative services.</p>	<p>The highest number of points will be awarded to the Bidder, who accredits up to 5 years of continuous experience, providing the requested service.</p> <p>The Bidder must prove continuous experience in the provision of similar services, up to 5 years and at least 2 years.</p> <p>The experience will be accredited with contracts signed by the Bidder with clients other than the Bidder, in addition to verifying that it has provided services similar to those required in this Bid through contracts that would have been in force during the fiscal year 2023 and up to 5 years before.</p>	<p>Bidders with experience up to 5 years will be awarded <b>4 points</b>.</p> <p>Bidders who demonstrate 4-year experience will be awarded <b>3 points</b>.</p> <p>Bidders who prove 3-year experience will be awarded <b>2 points</b>.</p> <p>Bidders who prove 2-year experience will be assigned <b>1 point</b>.</p>
<p><b>C) COMPLIANCE WITH CONTRACTS.</b></p> <p><b>(MAXIMUM SCORE 3 POINTS)</b></p>	<p>Letters of recommendation.</p>	<p>The Bidder must submit letters of recommendation from clients other than the Bidder and addressed to it.</p> <p>The points will be assigned to the Bidder who submits the letters of recommendation that prove the greatest number of years of experience in which it is specified that the Bidder complied in a timely manner with the services agreed in</p>	<p>Bidders who submit the letters of recommendation linked to the accreditation of experience of up to 5 years will be assigned <b>3 points</b>.</p> <p>Bidders who submit the letters of recommendation linked to the accreditation of experience from 3 to</p>

		contracts previously entered into.	4 years will be assigned <b>2 points</b> .  Bidders who submit the letters of recommendation linked to the accreditation of experience of 2 to 3 years will be assigned <b>1 point</b> .
<b>D) CAPACITY IN THE PROVISION OF THE SERVICE.</b>  <b>D.1). RELATIONSHIP WITH THE MEDIA. (MAXIMUM SCORE 9 POINTS)</b>	List of the means with which it has generated coverage in Germany, as well as letters issued by the means that refer that they have made coverage through a relationship with the Bidder.	The Bidder must prove that it has a connection to the media in the market of Germany, for which it must submit the list of media with which it has generated coverage in the target market, as well as letters issued by the media that refer that they have made coverage through a relationship with the Bidder.	The Bidder who proves with the requested documentation to have a professional relationship with the most media in the market in Germany will be assigned 9 points.
<b>D) ABILITY TO PROVIDE THE SERVICE.</b>  <b>D.2) FAMILIARIZATION TRIPS. (MAXIMUM SCORE 9 POINTS)</b>	List of familiarization trips organized by the Bidder for the representation of destinations of the last 2 years with photographic witnesses or invitations or letters of acceptance, press releases, media releases, social media activity and in the case of industry contracts, agreements or agreements that prove the joint promotion of a destination with third parties.	Points will be awarded to the Bidder whosubmits in its technical proposal, the greatest number of individual and group familiarization events for media, <i>influencers</i> and representatives of different sectors, including the industry, as well as the effectiveness of the actions carried out.  A list of familiarization trips organized by the Bidder must be submitted for the representation of destinations for the last 2 years with photographic witnesses or invitations or letters accepted from the media, <i>influencers</i> and representatives from different industries, proving its effectiveness	The Bidder who accredits the most organized Familiarization Trips that have documentary evidence of their effectiveness will be assigned <b>9 points</b> according to the evaluation criterion established in this item.

		<p>by submitting press releases, media releases, social media activity and in the case of industry contracts, agreements or arrangements that prove the joint promotion of a destination with third parties.</p>	
<p><b>D) CAPACITY IN THE PROVISION OF THE SERVICE.</b></p> <p><b>D.3) RELATIONSHIP AND REPRESENTATION WITH THE TOURISM INDUSTRY.</b></p> <p><b>(MAXIMUM SCORE 9 POINTS)</b></p>	<p>List of seminars, trainings, <i>roadshows</i>, special events and virtual events for the promotion of destinations organized by him, which must be accompanied by photographic witnesses, attendance lists, invitations and any other document that proves its completion.</p>	<p>Points will be awarded to the Bidder who proves that they have organized the most seminars, trainings, <i>roadshows</i>, special events and virtual events for the promotion of destinations in the German market during the last two years.</p> <p>In order to prove compliance with the requirement, the Bidder must submit a list of virtual and in-person seminars and trainings, <i>roadshows</i>, <i>virtual</i> events and special events for the promotion of destinations organized by it, which must be accompanied by photographic witnesses, attendance lists, invitations and any other document that proves its completion.</p> <p>An additional point will be assigned to the Bidder that proves having held remote seminars using information technologies (webinars), for which it must present the name of the tool and present screen prints of the application and records of trained personnel issued by said tool.</p>	<p>The Bidder who proves having a <b>relationship with operators, business partners, tour operators, travel agents, airlines, among others, will be assigned 9 points.</b></p>

**RUBBER III. WORK PROPOSAL FOR SERVICE EXECUTION IN TARGET MARKETS (MAXIMUM SCORE 7).**

SUB-BRUSH	DOCUMENT	ENDPOINT	POINTS ALLOCATION
<p><b>A) WORK PROPOSAL.</b>  <b>(MAXIMUM SCORE 5 POINTS)</b></p>	<p>Proposal for a free-form work program that considers the execution of the services that are the object of this Tender.</p>	<p>Points will be awarded to the bidder who submits in its technical proposal the work program that it 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 fiscal years 2023, 2024 and 2025.</p> <ol style="list-style-type: none"> <li>1. Relationship and representation with the tourism industry.</li> <li>2. Promotion actions and events to the consumer or potential customers.</li> <li>3. Media relations.</li> <li>4. Familiarization trips (Media and Tourism Industry).</li> </ol>	<p><b>5 points</b> will be awarded to the Bidder who submits in its technical proposal the work program to comply with the technical specifications of the requested service.</p>
<p><b>B) PLACE OF RESIDENCE OF THE BIDDER.</b>  <b>(MAXIMUM SCORE 2 POINTS)</b></p>	<p>Document(s) evidencing(s) residence or representation in the target market.</p>	<p>Points will be awarded to the Bidder who has its residence or has representation in Germany in order to carry out the timely monitoring of media (<i>in situ</i>), to immediately report on events that could lead to a crisis and to execute immediate actions for its administration, in addition to collecting information from the target markets that is required for the proper provision of the service.</p> <p>Document(s) evidencing(s)</p>	<p>The <b>Bidder who resides or has representations in Germany will be awarded 2 points.</b></p>



		residence or representation in the target market.	
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**2.2. Economic Assessment.** The economic proposal will be evaluated and 50 points will be allocated for the one whose fees (monthly equivalent) represent the lowest cost with respect to the other proposals submitted by the Bidders.

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

$$PPE = MP_{emb} \times 50 / MP_i$$

Where:

**PPE:** Score or percentage units corresponding to the Economic Proposal.

**MP<sub>emb</sub>:** Lower Economic Proposal Amount.

**MP<sub>i</sub>:** Amount of the i-th Economic Proposal.

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

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

Where:

**PT<sub>j</sub>** = Total Proposition Score or Percent Units;

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

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

Subscript “j” represents the other proposals determined as solvents as a result of the evaluation

Once the evaluation of the proposals has been made, the contract will be awarded to the Bidder whose bid the highest score, 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.

## VI. ECONOMICS.

**1. Payment terms.** Payments corresponding to the services that are the subject of the contract will be made monthly for accrued items in accordance with the provisions of the Terms and Conditions and Annex II once they have been 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.

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

Payment will be made by electronic transfer, for which the Winning Bidder must submit the following:

- Name or company name.
- Tax address.
- Phone and email address.
- Federal taxpayer registration 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.

Payments made for the provision of the services may not at any time exceed the maximum amount of the budget allocated to the contract **\$5,000,000.00 (FIVE MILLION PESOS 00/100 M.N.)**.

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

**3. Prices.** The prices offered by the Winning Bidder will be fixed and will have no variation during the term of the contract.

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

## **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 Tender Contract will be awarded to a single Bidder.** 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 the collection rights, in which case the consent of the caller in question must be obtained.

**1. Contract Model.** The contract template is detailed in **ANNEX IV**.

**2. Term of the contract.** The contract will be valid from **September 1, 2023** to August **31, 2025**, equivalent to **730 calendar days**.

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

The same percentage will apply to modifications made to service contracts due to extension and validity, whose provision is made continuously and repeatedly.

**4. Surviving situations that may modify the scope and amount of the contracted services.** When unforeseen situations arise due to unforeseen circumstances or force majeure, such as: illness or epidemic alert, travel and/or security alert, natural disasters, conflicts in air transport, civil or clutter-free acts, situations out of scope or affecting the normal arrival of tourists at the destination and that could have a negative impact on the collection of the Tax on the Provision of Accommodation 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 adjustments corresponding to the Work Plan will be made, which must be duly formalized between the parties.

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

**6. Contract performance guarantees.** In accordance with the provisions of Article 59 of the Law, the Winning Bidder shall ensure compliance with the contract by means of a bond, issued by a Bonding Institution legally incorporated in Mexico, before which the corresponding procedures are carried out in the event that their enforceability is required, in favor of FITURCA, for an amount in national currency or its equivalent in the currency of the winning Bidder's country of residence, which corresponds to 10% of the maximum contract amount 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 the valuation of foreign currency transactions published in the Official Gazette of the Federation on the date of issuance of the ruling will be considered.

The guarantee of compliance with the contract must be submitted 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 remedies or suits that are filed until the resolution is issued by the competent authority.

In cases where the increase in the time for the provision of the requested services is agreed upon through modifications to the contracts, the Winning Bidder must submit to FITURCA an additional guarantee for 10% of the maximum value of the modification, in the terms indicated in the first paragraph of this numeral.

In the event of non-compliance, **FITURCA** will be able to make the corresponding Financial Institution enforceable the guarantee.

**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** applying the following conventional penalties, which must not exceed the maximum amount of the compliance guarantee presented:

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

- When for reasons attributable to the Provider, any of the services or activities considered in the Work Plan referred to in section **C.2** of **Annex II** have not been provided.
- When the Supplier unilaterally has 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 **Annex II**.
- When the Supplier, at the request of **FITURCA**, within a period of no more than three business days, does not carry out the replacement or relieving of executives who serve the account, when **FITURCA** has identified omissions, breaches or deficiencies in the capacity of the staff to provide the services properly.
- When the Supplier requires the replacement of any executive on its own behalf, without informing the Administrator of the **FITURCA Contract** 5 business days in advance.

The equivalent to the rate of late fees published in the Federal Revenue Law in force in the year of execution of the services expressed on a daily basis (monthly rate of late fees / 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 sending the verification in accordance with the deadlines established in the Agreement.

**8. Deductions.** In accordance with the provisions of Article 65, numeral IV, paragraph 4 of the Law; **FITURCA** shall be able to apply deductions to payments made to the Supplier in accordance with the following rules:

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

In the event that **FITURCA** is not able to apply the corresponding deductions, the Provider shall reimburse the services not performed or poorly performed, as well as the respective penalties, if not, **FITURCA** will be able to request the application of the compliance guarantee, without prejudice to the other penalties to which the Supplier is subject in accordance with the provisions of the Law, on these bases, **Annex II** and the contract.

**9. Return of Warranties.** With respect to the guarantee for the fulfillment of the contract, **FITURCA** will notify the Institution issuing the guarantee in writing of its authorization to cancel the corresponding guarantee at the time the Provider demonstrates that it has complied with all the obligations acquired in the contract and to the full satisfaction of **FITURCA**.

Once the obligations stipulated in the contracts owned by **FITURCA** have been fully settled, it is the obligation of the Supplier to manage their release.

## VIII. OF BREACHES, PENALTIES AND TERMINATION OF CONTRACT.

**1. Termination of Contract.** **FITURCA** may at any time administratively rescind the contract that is executed, in the event that for reasons attributable to the Supplier it fails to comply with any of the obligations established in the contract, as is the case in the following cases:

- a) If it ceases to hold the price established in its economic offer;
- b) If during the term of the contract, **FITURCA** verifies that the Supplier provided false information, related to its legal documentation and/or its bids;
- 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 **Annex II** and **III**, the technical and economic proposal
- f) If it does not present the contract performance guarantee, under the terms established in section VII, number 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 complying with 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 Contract.** **FITURCA** may terminate the contract early in the following cases:

- I. For acts of God 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. When the contract administrator justifies by means of an opinion that the continuity of the contract contravenes the interests of **FITURCA**;

- IV.** Due to a health emergency declaration due to a pandemic that alters the normal circumstances of the execution of the obligations contracted and that implies or results in partial, late or defective compliance.

The provisions of Article 67, section II, second paragraph of the Law shall apply to the provisions of the preceding paragraph.

**3. Temporary Suspension of Contract. FITURCA** may temporarily suspend, in whole or in part, the execution of the contract for any justified reason determining the timing thereof, in terms of the provisions of Article 66 of the Law.

**4. Sanctions.** The Comptroller General of the Government of the State of Baja California Sur may impose sanctions and disqualifications to penalize 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. NON-CONFORMANCES AND DISPUTES.**

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

**2. Disputes.** Disputes arising from the contract derived from this Tender shall be resolved in accordance with the provisions of the Law on 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, discarded proposals may be returned to the Bidders who require it, after sixty calendar days have elapsed from the date on which the respective ruling is made known, unless a non-conformity has been filed, in that situation, The documentation shall be retained until the resolution issued has caused status and in terms of the State Archiving System Act of the State of Baja California Sur.

## **XI. CONDITIONS NEGOTIATION.**

The conditions contained in the call for bases 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 public. In this order of ideas, the technical and economic offers presented by the Bidders constitute public information. However, in those cases where these proposals contain confidential information, the Bidder may include in its proposal, an express request for **FITURCA** to make a public version in accordance with Article 111 of the Law on



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 may be omitted, how they market or negotiate the requested services, among others, that means its holder an advantage over its competitors; however, **FITURCA** may not omit information regarding the number of batches, the amount of product offered, the unit of measure, the generic description of the product, the unit price, subtotal, Value Added Tax and the total amount.

Rubrics:

**FITURCA**

**Cabo San Lucas, Baja California Sur, Mexico, on July 7, 2023.**

**ARQ. RODRIGO SPONDA CASCAJARES**

Chief Executive Officer of the  
Los Cabos Tourism Trust  
F/2110602-0

**LIC. MAURICE OF JESUS PEREZ SALICRUP**

Secretary of the Technical Committee of the  
Los Cabos **Tourism Trust** F/2110602-0