



MINISTERIO
DE FOMENTO

SECRETARÍA DE ESTADO
DE INFRAESTRUCTURAS,
TRANSPORTE Y VIVIENDA

DIRECCIÓN GENERAL
DE ARQUITECTURA,
VIVIENDA Y SUELO

TERMS AND CONDITIONS OF THE RICHARD H. DRIEHAUS JURY-BASED DESIGN COMPETITION 2019-2020



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GENERAL CONDITIONS

1. PURPOSE OF THE CONTRACT

1.1.- The purpose of these terms and conditions is to regulate the legal conditions that will govern the Jury-based design competition to select the best bid that is assessed by the members of the Jury as the best and most suitable bid for the sites proposed in Spain because of its suitability, architectural quality and technical, financial and constructive feasibility, in the international Richard H. Driehaus competition 2019-2020.

The general protocol was signed on the 8th of June 2018 between the Ministry of Public Works and Transport, through the General Directorate of Architecture, Housing and Land, the then Ministry of Education, Culture and Sports, through the Directorate General of Fine Arts, INTBAU (International Network for Traditional Building, Architecture and Urbanisms) and the Supreme Council of Colleges of Architects of Spain to hold the international Richard H. Driehaus Architecture Competition and the Richard H. Driehaus Building Arts Awards in Spain, in order to promote the practice of construction, architecture and urbanism based on traditional values and to help generate a more coherent, sustainable and socially-integrating urban structure.

The purpose of the Richard H. Driehaus Competition is to help:

- professionals associated with the field of urban, landscape and architectural designs from around the world to develop their ideas and to publicise them on the Spanish and international stage;
- and public administrations and developers that contribute land to the competition to find architectural and urban answers that are friendly to their heritage and coherent with the particular identity of their local tradition.

The Ministry of Public Works and Transport has supported this initiative right from the beginning as its purpose coincides with its objectives of Promoting, Disseminating and Internationalising Spanish Architecture. Two editions of the Richard H. Driehaus Competition have been held to date, with Spanish participation in both. The Ministry of Public Works and Transport is fully justified in organising this competition in order to reinforce it as an initiative of the Ministry of Public Works and Transport and to facilitate the procurement of the proposals by the Public Administrations as the essence of the Competition.

1.2.- This Competition is divided into four (4) lots that are described in the special technical conditions. Pursuant to art. 99.3 of the Public Sector Procurement Act, Law 9/2017, 8th November, (*Ley de Contratos del Sector Público*), provided that the nature or purpose of the contract so allows, the contract must be divided into lots in order to guarantee that each part of the contract is carried out independently.

To such end, and within the International Richard H. Driehaus Competition, the parties responsible for Spanish urban policies propose sites through INTBAU structures, and each of the sites proposed constitutes an independent lot.

The division of the ideas Competition into smaller lots is justified, in the regulatory framework of public sector procurement, by the very purpose of the competition that is not seeking a uniform solution; on the contrary, what it seeks is for the proposals to be associated with the site. Hence,



we can conclude that these lots can be used separately and that they constitute a functional unit.

1.3.- The best architectural bid will be the one that resolves the requirements of these Terms and Conditions and the particular technical requirements of the competition in the best fashion in the opinion of the Jury.

1.4.- The intervention is part of the Ministry of Public Works and Transport's "Architectural and Historical Heritage Intervention Programme" (budget code: 17.09.261O.61), through the General Directorate of Architecture, Housing and Land.

2. CONTRACTING BODY AND PARTY RESPONSIBLE FOR THE CONTRACT

2.1.- The contracting body, acting on behalf of the Ministry of Public Works and Transport, is the Secretary of State for Infrastructures, Transport and Housing. Said party may delegate the competences and faculties in this matter, should they choose to do so, by virtue of art 61.2 of the Public Sector Procurement Act, Law 9/2017, 8th of November (*Ley de Contratos del Sector Público*) (hereinafter LCSP) in compliance of the applicable rules and formalities. The processing unit for this contract shall be the Sub-Directorate General of Coordination and Administrative Management of the General Directorate of Architecture, Housing and Land.

2.2.- Pursuant to article 61 of the LCSP, the Assistant Sub-Director General of Coordination and Administrative Management of the Ministry of Public Works and Transport's General Directorate of Architecture, Housing and Land is designated as the party responsible for the contract.

3. LEGAL REGIME

3.1.- This Jury-based call for design proposals shall be held in accordance with these Terms and Conditions, articles 183 to 187 of the LCSP and other applicable rules.

It is convened under the rules of open procedure, in the form of Design Competition, under the terms set forth in article 183 of the LCSP, section 2.b), modality "design competition with the participation of premiums or payments to participants".

For anything not regulated by these Terms and Conditions, the regulatory rules and provisions for contracting services will be applicable to this competition, in accordance with the provisions of the Public Sector Procurement Act, Law 9/2017, 8th November, Royal Decree 817/2009, 8th May, partially developing the Public Sector Procurement Act and the General Regulations of the Public Administration Contracts Act, enacted by Royal Decree 1098/2001, (hereinafter, RGLCAP) in anything that is not contrary to the above regulatory texts and while it remains in effect.

3.2.- Procedure to follow:

The Ministry of Public Works and Transport will convene the Richard H. Driehaus Competition, and shall establish Terms and Conditions that are in line with the Jury-Based Design Competition procedure envisaged in articles 183 and subsequent of the Public Sector Procurement Act (LCSP). This will guarantee both compliance with the conditions set in the Richard H. Driehaus Competition Terms and Conditions and those established in the aforementioned Law.



Co-operation protocols will be signed between the developers of the sites, generally Local Entities and Autonomous Regions to materialise the winning proposals, to depict the interventions to be made by them and by the Ministry of Public Works and Transport. Such protocols, without any financial content, shall however, enable the developers of the sites to sign contracts with all the guarantees and requisites envisaged in the public sector contract legislation in accordance with the procedure that follows below, under the same conditions as the Ministry, as the promotor of the Competition.

The faculty of the Local Entity or Autonomous Region to award the services contract to the winner, or to one of the winners of the competition, at each of the sites using the negotiated procedure without advertising is hereby acknowledged. In this latter case, all the winners (prize winners and honourable mentions) must be invited to participate in the negotiations.

This negotiated procedure without advertising will serve to procure the drafting of the basic plans, the construction plans, the health and safety study and the works management, if any, by virtue of articles 166 and subsequent of the LCSP, or the corresponding missions when the commissions arising from the Contract are of another nature (regional or urbanistic plans, or any other).

Participation in the aforesaid negotiated procedure shall be remunerated in the event of opting to consider finalists and honourable mentions too, with an amount that will be stipulated in accordance with the complexity of the work to be done in this phase.

4. PARTICIPANTS IN THE COMPETITION. CAPACITY AND SOLVENCY

4.1.- The people who may enter this competition are physical individuals, Spanish or foreign, who, in accordance with articles 65 to 70 of the Public Procurement Act, Law 9/2017, 8th November, have the full capacity to act, are not covered by any of the grounds for being prohibited from procurement with the public sector set out in article 71 of said Law on the date of the deadline for submitting proposals, or when the final decision is taken on the competition, and who can accredit the required professional solvency.

Legal entities may only participate in this competition if their purposes, object or area of activity are in line with the features required by this competition to select an architectural refurbishment bid, pursuant to their corporate by-laws or foundational rules. Physical individuals must be in possession of a qualification as an architect or the equivalent in other countries.

Physical persons or legal entities from non-Member States of the European Union must comply with the terms required by articles 68 and 84.3 of the LCSP and by article 10 f Royal Decree 1098/2001, 12th October, enacting the General Regulations of the Public Administrations Procurement Act. Should they be awarded the tender, they must also open a branch in Spain, designating agents or representatives for their operations and enter the company in the Companies' Registry. Non-Spanish companies from European Union Member States (or signatories to the European Economic Area Agreement) are bound by article 67 of the LCSP.

Joint Ventures are bound by article 69 of the LCSP. Companies wishing to participate in the competition regulated by these Terms and Conditions as a Joint Venture must sign a firm commitment to set up the JV in the event of, having been awarded by the jury, being subsequently



appointed to be contracted.. This document must be signed by each representative of the companies tendering as part of a joint venture.

Any company that has taken part in drawing up the technical specifications or the preparatory documents of the contract may not submit a proposal for this competition if such participation may give rise to restrictions to free competition or if it signifies privileged treatment compared with the other tendering companies.

Participants in the competition must accredit their economic, financial and technical and/or professional solvency by the following means:

4.1.1.- Pursuant to art. 87 LCSP (Public Sector Procurement Act) economic and financial solvency during the competition phase shall be accredited by a binding commitment to take out professional liability insurance to the sum of €100,000 in the event of winning the competition and being subsequently appointed to be contracted to draft the final project and to manage the building works, in accordance with section 9 of these terms and conditions.

Thus, during the competition phase, this requisite shall be considered met by candidates that include the aforesaid binding commitment to taking out the required insurance policy in that said event.

Once the pertinent Local Entity or Autonomous Region has awarded the contract for the above-mentioned procedure without publicity, the insurance policy shall be signed and come into effect within the ten working days mentioned in section 2, article 150 of the LCSP. Proof of this shall be in the form of a certificate issued by the insurance company showing the amount and the risks covered, the date of expiry of the policy and a commitment to renew or extend the policy that guarantees that cover is maintained throughout the implementation of the contract.

4.1.2.- Pursuant to article 90 of the LCSP, and as accreditation of technical or professional solvency, the representative of each team participating in this competition must be in possession of a qualification as an architect or the equivalent in other countries.

If the academic qualifications are not those legally required for the work put out to tender, pursuant to the Building Planning Act, Law 38/1999, 5th November, the solvency of the tendering party shall be considered insufficient.

4.2.- MINIMUM TECHNICAL TEAM:

The Richard H. Driehaus Competition is open to teams comprising at least one architect, associated or not with other professionals of this or other disciplines (architects, town planners, landscape architects, engineers, artists, etc.).

The number of components of one team is limited to four.

Associates are considered co-authors of the design and will appear as such in all publications and exhibitions.

For the purposes of the contract, only associates in possession of the pertinent university qualification will be authorised to sign it.



- Collaborators

Assistants may appear in the team, known as collaborators, from the same or different disciplines. Collaborators, whether in possession of a qualification or not, are not considered authors of the design, but it will be understood that they have contributed to it.

- Team representative

Each team will name a “team representative” from among their associates as the sole interlocutor during the competition. All communication shall be made through a single electronic mail address that may not be modified during the competition.

The team representative shall be an architect, town planner or landscape architect, or have such status.

4.3.- Irrespective of the documentation that must be submitted at the time of presenting the proposals, the Ministry of Public Works and Transport reserves the right to check compliance of the requisites necessary for participating in the Competition at any time.

4.4- Failure to accredit fulfilling the requirements for competing shall imply disqualification from the Competition and the loss of the right, if any, to be awarded the service contract.

5. INCOMPATIBILITIES AND DUTY TO REFRAIN

5.1- Any person falling in any of the categories below may not participate in the competition as the head or as a member of a team, notwithstanding the legislation in effect:

- Members of the Jury and the editors of this document.
- Anyone related to the above by blood to the fourth degree or by affinity to the second degree.
- Anyone in partnership, or who maintains a service or professional co-operation relationship with members of the Jury or with the editors of this document.
- The organisers of the competition and whomsoever is related to them by blood up to the fourth degree or by affinity up to the second degree, associated with any of the sites. They may however, participate in another site with which they maintain no ties. Organisers are considered: members of the structures of the Richard H. Driehaus Competition, persons employed by or related to the administrations that offer the competition sites, members of the jury and their employees.

No participant may establish any kind of professional relationship with members of the Jury during the period of the competition.

5.2.- In the event that any of the participants in the competition or any member of the team is a civil servant, they must present a compatibility authorisation for exercising their professional activities outside of the Public Administrations.



6. RESULTS AND PRIZES

6.1.- Results

The full list of the prize-winning teams in the Richard H. Driehaus Competition (both first prizes and honourable mentions) will be published on the Competition web site (www.driehauscompetition.com), as well as on the Public Sector Procurement Platform (www.contrataciondelestado.es).

6.2.- First prize (Winner)

The authors of the proposals winning the first prize for each lot will receive a sum equivalent to €12,000 (not including VAT).

6.3 – Honourable mentions

The jury may distinguish up to three proposals per lot with an honourable mention for designs that do not completely cover the requisites of the site, despite complying with the objectives. The authors of these proposals will receive an amount equivalent to €2,000 (not including VAT).

7. BUDGETARY CREDIT AND ESTIMATED VALUE OF THE COMPETITION

There is the necessary credit to cover the economic obligations arising from paying the prizes established in section 6 of these Terms and Conditions.

For budgetary purposes, the case file will be processed in advance, pursuant to article 117.2 LCSP and rule 42.2 of the Accounting Operating Instruction approved by the Order of the Ministry of Economy and Finance of 1/02/1996, with the award and formalisation of the contract subject to the condition precedent of there being adequate and sufficient credit to fund the obligations arising from the contract in the corresponding year.

YEAR	AMOUNT (EXCLUDING VAT)	21% VAT	TOTAL
2020	€72,000.00	€15,120.00	€87,120.00
TOTAL	€72,000.00	€15,120.00	€87,120.00

The funding for this design competition comes entirely from the equity of the Ministry of Public Works and Transport.

Pursuant to article 183.4 of the LCSP, both the total sum of the prizes and any service contract that may later be awarded in accordance with letter d), article 168 have been taken into account when calculating the **estimated value**.

- PAYMENTS AND PREMIUMS:



Pursuant to section 6 of the Terms and Conditions of the Competition, the following prizes will be awarded for each lot:

	<u>Sum</u>	Max Nº	Sub-total (per lot)	<u>Nº LOTS</u>	<u>TOTAL</u>
PRIZE (Winner)	€12,000.00	1	€12,000.00		
Honourable mention	€2,000.00	3	€6,000.00		
			€18,000.00	4	€72,000.00

- SERVICE CONTRACT:

The material implementation budget (MIB) for the works arising from the Execution Projects to be drafted for each site proposed in the special technical indications of this competition are estimated to amount to **€13.01m** with the following breakdown:

N.B.: the reference €/m² costs used are the reference building costs published for each municipality by the respective Regional Ministries of each Autonomous Region.

LOT 1: ALZIRA, VALENCIA.

Area plot:	9,400 m ² x 200 €/m ² =	€1,880,000
Area construction:	500 m ² x 1,000 €/m ² =	€500,000
Green area:	14,000 m ² x 100 €/m ² =	€1,400,000
Demolition:		€170,000

TOTAL: €3.95m

LOT 2: SANTA CRUZ DE LA PALMA, SANTA CRUZ DE TENERIFE.

Area plot:	22,800 m ² x 200 €/m ² =	€4,560,000
Area construction:	500 m ² x 1,000 €/m ² =	€500,000

TOTAL: €5.06m



LOT 3: SANTIAGO DE COMPOSTELA, LA CORUÑA.

Area plot:	$3,000 \text{ m}^2 \times 200 \text{ €/m}^2 =$	€600,000
Area construction	$900 \text{ m}^2 \times 1,000 \text{ €/m}^2 =$	€900,000
Green area:	$500 \text{ m}^2 \times 100 \text{ €/m}^2 =$	€50,000
Demolition:		€50,000

TOTAL: €1.60m

LOT 4: GUADIX, GRANADA.

Area plot:	$4,400 \text{ m}^2 \times 200 \text{ €/m}^2 =$	€880,000
Area construction:	$500 \text{ m}^2 \times 1,000 \text{ €/m}^2 =$	€500,000
Restoration Palacio de Saavedra:	$4,500 \text{ m}^2 \times 200 \text{ €/m}^2 =$	€900,000
Demolition:		€50,000+70,000

TOTAL: €2.40m

The professional fees for drawing up these implementation projects, health and safety study, architect and building engineer and approval of the Health and Safety Plan is estimated as 10% of the MIB, hence:

	<u>M.I.B.</u>	<u>% fees</u>	<u>Fees (w/o VAT)</u>
Service contract:	€136,010,000.00	10%	€1,301,000.00

Based on the above, the **total estimated value** of this contract, pursuant to article 183.4 of the LCSP is **€1,733,000.00**, breaking down as follows:

Total sum of payments and premiums (for the 4 sites)	€72,000
Estimated value of any service contract that may be awarded later	€1,661,000



(for the 4 sites)	
TOTAL	€1,733,000

8. DISSEMINATION OF THE COMPETITION

8.1.- Events After announcing the results, a ceremony will be organised to award the prizes and to present the results, as well as an exhibition of the winning proposals.

8.2. – Competition web site

INTBAU has a web site for this Competition (www.driehauscompetition.com) to ensure the dissemination of the calls for entries, the events and the selected locations, as well as for promoting the winning designs.

8.3. – Procurement Platform

The proposals submitted on the Competition web site (www.driehauscompetition.com) will be downloaded by INTBAU representatives to a public registry through the Procurement Platform www.contrataciondelestado.es

The call for proposals for the competition will also be available on this web site, along with all the documentation made available to competitors.

9. LATER PROCUREMENT OF THE CONSTRUCTION PROJECT CONTRACT AND WORKS MANAGEMENT

9.1.- For each lot, the winner of the First prize will be given the right to apply for the **contract to draft the basic plans for the design and the construction project and the health and safety plans**, on the condition that they can accredit that they have the technical and human resources available in accordance with the nature of the commission, as well as with all and any complementary technical designs that may be necessary to obtain the pertinent licenses and authorisations.

In order to sign the contract with the winning team for each lot, the contracting body is authorised to establish a negotiated procedure, without any advertising and without competition, to negotiate directly with the winner (First prize) pursuant to article 168 and following of the LCSP on economic, financial and technical aspects to be negotiated between the parties.

9.2.- The tenderer later awarded the contract to draft the design and works supervision of each lot may not transfer or sub-contract such design drafting or works supervision.

9.3. - In the event of not reaching an agreement with the first selected competitor (First prize), consecutive negotiations will be maintained with the following selected competitors (honourable mentions).

9.4.- In the event that the procurement of the negotiated procedure to draft the design proposal



and the works management, if any, does not go ahead for ensuing causes, be such causes financial, economic, adapting to planning or any others that make it impossible to continue with the project in the opinion of the contracting body, such circumstances shall not entitle the winner to receive any additional amount for loss of earnings, once the prize money has been paid.

II WINNER SELECTION PHASE

10. ASSESSMENT OF PROPOSALS

For the selection of the winning proposals, the jury will give consideration to the following criteria of the proposals submitted with the weighting indicated below:

* **QUALITY AND SUSTAINABILITY.** Consideration will be given to:

- Its capacity to help generate a more beautiful, coherent, sustainable and socially-integrating urban structure

12.5points

- Provide a high quality answer to all the problems and opportunities posed by the community that they are aimed at, and to pose quality solutions to other problems or opportunities that may have been identified by the authors.

12.5points

- Its attention to environmental and socio-economic sustainability, seeking to enhance the conditions of habitability and energy efficiency, provide quality solutions to problems of accessibility and promote the use of construction techniques and traditional materials that are re-usable and typical of the area, and thus contributing to local and regional economies and to reduce the generation of waste and emissions.

12.5points

* **SUITABILITY TO THE CONTEXT AND INTEGRATION IN THE LOCAL CULTURE.** Consideration will be given to:

- Its suitability to the context in which it would be built and its respect for the cultural heritage of the site and its capacity to harmoniously enhance it

12.5points

- The degree to which they provide continuity to local architectural and urban traditions, helping to preserve or reinforce the identity of the site

12.5points



* **IMPACT ON THE COMMUNITY AND GENERAL REPERCUSSION.** Consideration will be given to:

- Impact on the community. In other words, the degree to which it is accepted by the community it is aimed at and its capacity to generate more and better jobs among the construction trades of the region, in the event that the proposal were implemented

12.5points

- Its capacity to provide continuity for the possible interventions to be carried out, giving rise to new improvement designs and to become an example for other communities to follow

12.5points

* **FEASIBILITY AND EFFICIENCY.** Consideration will be given to:

- Its feasibility in technical and economic/financial terms, and in the relationship between the investment that implementing it would entail and the benefits that would be involved for the community and its cultural heritage

12.5 points

Total score.....

100 points

Out of a possible total of **100 points**, the Jury will weigh the above criteria in each work.

11. REGISTRATION

Registration shall be through the competition web site: www.driehauscompetition.com

The submission of proposals implies that the participants unconditionally accept all the contents of these Terms and Conditions.

However, any doubts or enquiries that may occur to competitors during this competition may be sent to the competition web site, www.driehauscompetition.com

11.1.- Competition web site

From the date on which the competition is launched, teams of competitors may consult the web site, www.driehauscompetition.com free of charge.

This web site provides access to the Terms and Conditions of the Competition, the proposed sites and to the composition of the jury.



This web site also allows competitors to formalise their registration and submit their proposals.

11.2.- Team registration

Interested parties must register from the date on which the competition is published on the competition web site, www.driehauscompetition.com, where they can fill out the entry form that will ask them for their contact details and to accept a liability agreement that involves all the members of the team. Once the registration process has been completed, teams will receive a confirmation e-mail with a CODE that will identify their proposal and which will guarantee the anonymity of the proposals submitted. They will also receive an ACCESS PASSWORD for the platform, where they can find further information about the sites to be used in this competition.

Only one bid may be submitted for each entry registered.

The number of teams registered to compete for each lot shall be made public at all times and this information will be automatically up-dated on the web site www.driehauscompetition.com

12. INFORMATION AVAILABLE TO COMPETING TEAMS

The documentation that will be posted on the competition web site and made available to anyone interested in competing shall be freely accessible and shall include at least the following information for each of the lots:

- A minimum of 10 photographs of the area in which the site is located
- A minimum of 10 photographs of the area in which the competition takes place
- At least one aerial image identifying the area of the competition
- At least one map in CAD format, identifying the area of the competition
- A text document containing at least the following information: description of the town, its history and its local architectural tradition; description of the proposed intervention and the area of the competition; and a list of the main aesthetic conditions based on the municipal regulations that will be applicable in the area of the intervention, as they are normally specially-protected areas in this regard.

13. DOCUMENTATION TO BE SUBMITTED BY COMPETITORS

13.1.- Digital submission

Competitors must submit their proposals on a digital support.

All submissions must be made prior to the date indicated in the announcement of the tender process on the competition web site. INTBAU representatives in Spain will download the proposals to a public registry, hence guaranteeing their anonymity.

Failure to respect the detailed specifications below may give rise to the elimination of the team of competitors, should the jury so decide.



13.2.- Language

Information may be provided in English or in Spanish, except for the documentation referred to in section 13.3.3 of these terms and conditions, which will be submitted in both languages.

13.3.- Documentation that the team of competitors must submit

The documentation submitted to the competition is comprised of different files:

1. A minimum of two and a maximum of four horizontal panels of A1 size in pdf format (none of which should be larger than 10Mb), which will include at least the following graphic information:

- * Site map
- * General view of the proposed design, showing its relationship with the context it is set in
- * As many close-up views as may be required to understand the design and its relationship with the surrounding context
- * As many floor plans, sections and elevations as may be required for a proper architectural and urban definition of the proposal
- * Construction details reflecting an awareness and implementation of the local construction tradition

Each panel must clearly show the title of the proposal, its location and the team identification code. All plans must be accompanied by their corresponding graphic scale

2. - A3 size dossier in pdf format including the following information:

- * Technical documentation sufficiently developed to be able to properly assess it in accordance with the criteria listed above. The minimum level required will be the level of Draft Design. This section will comprise a maximum of ten pages.
- * Description of the design proposal of up to two pages in length.
- * Basic estimation of the budget, measures and basic approximate time line for possible implementation. This section will have a maximum of four pages.

3. – Promotional documentation, which will include a description of the design proposal of up to 300 words in Word format and up to 8 representative images (jpg or tiff, 300 dpi) of it. The description will be presented both in English and Spanish.

Both the dossier and the promotional documentation shall also bear the team identification code.

4. – the documents sent to raise the curtain of anonymity on the members of the team and to verify the validity of the proposals must be uploaded to the Competition web site in PDF format at the time of registration.

The following personal information is required:



A. In the case of the team: acceptance of the LIABILITY STATEMENT AND THE TERMS AND CONDITIONS OF THE COMPETITION through the registration process itself on the Competition web site.

B. In the case of the team representative:

- * Copy of the professional qualification or document accrediting their professional condition (architect, landscape architect, town planner). The title may be substituted by a certificate from the pertinent Professional Association accrediting such circumstances.

- * A liability statement according to the European single procurement document (ESPD) that must be signed by the team representative and will be in accordance with article 140.1. a) of the LCSP.

This declaration form is available at the following address:

<https://visor.registrodelicitadores.gob.es/espd-web/filter?lang=en> The ESPD must be filled in following the instructions included in Execution Regulation (EU) 2016/7 of the Commission, 5th January 2016, establishing the standard form of the European Single Procurement Document and the Ruling of the 6th of April 2016, of the Directorate General of State Equity, publishing the Recommendation of the Administrative Procurement Advisory Board on the use of the European Single Procurement Document (ESPD) envisaged in the new public procurement Directive.

APAB recommendation is available at the following address:
<https://www.boe.es/boe/dias/2016/04/08/pdfs/BOE-A-2016-3392.pdf>

- *. Sworn statement listing the members of the technical team, indicating academic qualifications, undertaking to sign up to implementing the contract, referred to in section 9 of these Terms and Conditions, such personal resources.

- * If applicable, the commitment to set up a joint venture (JV), which will indicate the names and circumstances of those setting it up and the share held by each company (article 69.3 LCSP). This document shall be signed by the representatives of each of the companies comprising the joint venture, pursuant to Appendix III.

- * Foreign companies shall also submit a declaration that they will submit to the jurisdiction of the Spanish Courts and Tribunals for all and any kind of incidents that could arise from the contract, directly or indirectly, renouncing any foreign jurisdictional rights the tenderer may be entitled to.

The final composition of the team will only take into consideration the people previously registered who have provided the documents referred to in this section.

13.4.- Once the deadline for submitting proposals has been met, the material received will be prepared for the examination of the Jury, by people who have nothing to do with it. This material will not be considered valid if it contains any reference to its author over and above the CODE provided to the team at the time of their registration.

The certification of the proposals submitted will be included in the procurement case file opened



for the purpose, which will be assigned CODES for the proposals received, and they will be put to the Jury.

14. ANONYMITY OF THE PROPOSALS

14.1.- The experts and jury members will only be aware of anonymous proposals. Only the name of the site and the CODE of the team should appear on each document submitted.

Once the Competition is decided, the jury will raise the curtain of anonymity over the prize-winning designs. Once these are known, the design code will be automatically matched to the composition of the team through the database of the Competition web site.

14.2.- By the mere fact of submitting their proposals, competitors undertake not to divulge such designs, either at their own initiative or through any members of the team, before the Jury has handed down its decision, in order to guarantee anonymity and to preserve the objectivity of the competition. Any breach of this commitment will immediately lead to the disqualification of the proposal concerned.

14.3.- Competitors may not maintain any communications pertaining to the competition with members of the Jury. Any proposal that violates the content of this condition will be excluded.

15. COMPETITION JURY

The Jury will be set up pursuant to article 187 of the LCSP. It will be the body responsible for appraising and classifying the proposals submitted in order to determine which of them they consider to be the best suited to the purposes of the tender process in accordance with the assessment criteria set out in section 10 of these Terms and Conditions and in accordance with the list of prizes established.

It will act in accordance with the content of these Terms and Conditions and, additionally, to the Public Sector Legal Regime Act, Law 40/2015, 1st October regarding collegiate bodies.

15.1.- Composition of the Jury

The Members of the Jury are appointed by the institutions that collaborate in the organisation of the Competition: The Ministry of Public Works and Transport, the Ministry of Culture and Sport, INTBAU and the High Council of Architecture Institutes of Spain.

The administrations responsible for the proposed sites may also provide a member of the Jury responsible for assessing the proposals for their corresponding lots, provided that it is pursuant to article 326.5 of the LCSP.

The composition of the jury shall be made public on the competition web site on the date of its launch.

The jury will examine all the designs that comply with the terms and conditions of the competition and it is sovereign in its appraisal. In the event of breaching these Terms and Conditions, the jury



will decide whether or not to exclude the team of competitors.**15.2.- Functions of the Jury**

The following will be the functions of the Jury:

- The analysis of the documentation and the final acceptance of the proposals received
- The analysis of the proposals submitted and their assessment
- Surveillance and compliance of the strict anonymity with which the documentation shall be examined
- The reasoned proposal to exclude those works not accepted, which will be written into minutes of their meeting and which may be for the following reasons:
 - Submission of proposals without meeting the requirements of these Terms and Conditions
 - Insufficient documentation provided for a proper assessment of the proposal
 - The presentation of works that have already been published or disseminated, or the divulgence of proposals submitted before the results are proclaimed
 - The existence of flagrant inaccuracies or contradictions in the content of the proposal
 - Any attempt to bring pressure to bear on members of the Jury, duly accredited
 - Breach of anonymity by revealing the author of a proposal by whatever method or by disseminating or publishing the proposal before the Jury's decision under the terms set out in section 14.2. of these Terms and Conditions.
 - Breach of the objectives of the Competition (1.1)
- The reasoned proposed final ruling with regard to all the prize-winning proposals that will appear in the minutes.

15.3.- How the Jury Works. Working Method

The jury is sovereign insofar as the Competition Terms and Conditions.

At the beginning of the session, the jury will determine how it is going to work.

During the constitution of the Jury, the members will declare about the incompatibilities envisaged in general terms in the LCSP. In the event of their being any incompatibility, the member concerned must leave the Jury.

In closed session, and independently, the Jury, after making an initial pre-selection of the designs that have most interested any of their members, will analyse the pre-selected designs and determine both the first prizes and the honourable mentions from among them, based on the assessment criteria set in section 10 of these Terms and Conditions.

The jury will draft the minutes of their deliberations, where they will justify their decision in



accordance with the objectives of the competition and these Terms and Conditions. The Jury's arguments for selecting each of the proposed prize-winners will be published.

The funds for the First Prize and three honourable mentions per site (three in total) are available. However, the Jury can decide not to award all the prizes envisaged or declare the competition null and void, provided that one of the proposals submitted is considered admissible pursuant to the criteria appearing in these terms and conditions. In such a case, the Jury will publish the grounds for their decision.

Once the prizes are assigned, the Jury will ask for the information concerning the identity of the authors of the proposals corresponding to the codes of the winning designs to be downloaded from the Competition web site.

The Jury may freely decide that the winning proposals be substituted in the event of disqualification, once the documentation provided for taking part in the Competition has been validated.

16. AWARDING THE PRIZES

16.1.- The contracting body will award for each lot of the competition in accordance with the proposal of the Jury, including, if any, all necessary modifications to guarantee its feasibility, with the agreement of the prize-winners. The actual concession of the prizes will depend on having included the documentation required and that this is correct pursuant to the requisites of these terms and conditions.

16.2.- If the contracting body were to observe any remediable defects or omissions in the administrative documentation submitted by any of the teams whose proposals have been awarded prizes, this will be reported to the parties concerned for them to remedy such defects within three days, pursuant to article 141.2 of the LCSP.

16.3.- In the event that none of the prize winners were to comply with the requisites required or that they did not remedy the defects, the contracting body will not implement the decision of the jury and will declare the competition null and void. In the event that any of the prize winners failed to meet the requirements, or did not remedy any existing defects, they would be excluded from receiving any prize they may have been awarded in the Jury's decision.

16.4.- Notwithstanding section 16.2 of these Terms and Conditions, the contracting body shall require the proposed winners of the different prizes to present accreditation documentation within ten (10) working days from the day after they have received this demand, pursuant to article 150.2 of the LCSP and section 17 of these Terms and Conditions.

16.5.- Participants shall be notified of the award and it will be published at the same time on the Ministry of Public Works and Transport's Contracting Profile.

17. DOCUMENTATION ACCREDITING COMPLIANCE OF THE PRELIMINARY REQUISITES

17.1.- Accreditation of being up to date with tax obligations shall be made by presenting the



following documentation, pursuant to articles 13 and 15 of the RGLCAP:

- * **Latest receipt of taxes on commercial and professional activities or the registration document for it**, if this is recent and no payment obligation has yet arisen. The registration document shall be attached in any event if the receipt submitted does not show the activity category. This documentation must be referenced to the category of the purpose of the contract that authorises them to exercise such activity in the territorial area in which they exercise their activities. This shall be accompanied by a sworn declaration from the tendering party that they have not de-registered from the aforesaid tax.
- * **Administrative certification issued by the competent body of the Central Government Administration**, as far as the tax obligations with them are concerned.

Any tendering party that is not obliged to submit all or some of the returns or documents regarding the tax obligations listed in article 13 of the RGLCAP will have to accredit such circumstances with a sworn statement.

17.2.- Accreditation of being up to date in complying with **Social Security obligations** shall be made by means of certification issued by the competent administrative authority. In the event of the need to take some exemption into account, such circumstances will have to be accredited with a sworn declaration.

17.3.- The certifications referred to in the sections above shall be issued pursuant to article 15 of the RGLCAP and may be sent to the contracting body electronically, in accordance with the applicable regulations in force on the matter.

17.4. Foreigners who do not have their tax domicile in Spain must present certification issued by the competent authority of their country of origin, accrediting that they are up to date with their tax obligations. They will also have to submit certification, also issued by the competent authority, accrediting that they are up to date with their social obligations in the country of their nationality. All documentation listed in this section must cover the last twelve months.

18. RIGHT TO INFORMATION OF COMPETITORS

All competitors are entitled to examine the works accepted during a period of one month from the moment in which the Jury's decision is reported. With the exception of the prize-winning designs, these works will be published anonymously, identified only by their corresponding codes, unless their authors expressly request during the registration process to disclose their identity at this stage. In the event of agreeing on a public exhibition of the works, this right to information will be understood to have been fulfilled by opening such exhibition to the public and/or its publication on the Ministry of Public Works and Transport's Contracting Profile.

All graphic and written documentation included in the technical proposals of the different participants shall remain in the possession of the convening entity in order to manage the publication of the results of the Competition.

19. APPEAL AND JURISDICTION



19.1.- All acts listed in section 2, article 44 of the LCSP shall be susceptible to special appeal in procurement matters envisaged therein. This appeal will be considered before bringing any administrative-contentious appeal, within the deadline and meeting all the requisites established in articles 48 and following of the LCSP.

19.2.- The Administrative-Contentious jurisdictional order shall be the competent authority to resolve any litigation issues that may arise during this Competition.

20. INTELLECTUAL PROPERTY AND DATA PROTECTION

20.1.- Any prize-winning competitor who has provided their consent by filling in Appendix II will transfer their rights to exploit, reproduce, exhibit and publish the proposals submitted to the competition to the Ministry of Public Works and Transport and to INTBAU, pursuant to the intellectual property legislation for both domestic and international use and without any time limit or limit on media, including any variations in details or programme that may be necessary depending on the needs and objectives that motivate this Competition.

20.2.- The authors will conserve the intellectual property of the works submitted – authorship, originality of the work and the full right to exercise the rights indicated in these Terms and Conditions – and none of them, not even the prize-winning works, may be used for purposes other than those set in said Terms and Conditions, nor as material for other, different architects or engineers from the respective authors to draw up other designs.

20.3.- The participants in this competition shall respect the confidential nature of any information they may have access to in general due to the competition.

20.4.- Additional provision twenty-five of the LCSP and concordant provisions shall be applicable in matters of the protection of personal data.

20.5.- The tendering party shall identify all and any information to be considered confidential in all the documentation that they submit, in accordance with section 13 of these Terms and Conditions and article 133 of the LCSP.

20.6.- The Ministry of Public Works and Transport and INTBAU may conduct any dissemination they consider fit by means of exhibitions and publications of all or part of the works submitted to the Competition. If they do, they shall make reference to the origin and authorship of the design, in the case of prize-winning designs and any non-prize-winning designs that have marked this preference during the registration process, and identifying it only with its pertinent code, for the proposals of those teams that have indicated their preference to remain anonymous in the event of not winning any prize during the registration process. In any event, participants will have had to fill in Appendix II (“Express declaration of providing their consent for the dissemination of the works and acceptance of the requirements of the Regulations (EU) 2016/679 of the European Parliament and the Council of the 27th of April 2016, concerning the protection of physical individuals” repealing Directive 95/46/CE (General data protection regulation)).

The Ministry of Public Works and Transport and INTBAU may also publish all the works submitted on a digital or paper support, or even over the Internet under the same conditions as those established for the exhibition.



21. PAYMENT OF THE PRIZES

21.1.- Payment of the different prizes offered in this competition shall be made with an invoice issued by the prize-winner for the prize received, for the corresponding amount according to section 6 of these Terms and Conditions.

Any winners of the different prizes participating in the contract with the commitment to set up a JV will not have to formalise such JV in order to receive the prizes given by the Jury decision, so each of the participants in the corresponding JVs shall issue an invoice for a percentage of the prize equal to their participation in such JV, pursuant to the documentation provided to compete in the call for projects.

21.2.- The Administration shall pay the amount of the invoices within the deadline set in article 198.4 of the LCSP.

In the event of delay by the Administration in paying the amount, from the moment the deadline is passed, the Administration shall pay the prize-winners the arrears interest and compensation for the costs of collecting the amount of the prize under the terms established in Law 3/2004, 29th of December.

22. FINAL PROVISION

For all and any aspects not envisaged or regulated in these Terms and Conditions, the design competition shall be governed by the rules of the open procedure covering everything that is not incompatible and also by the regulating provisions for contracting services, pursuant to article 187.10 of the LCSP.

Madridof.....20....

THE DIRECTOR GENERAL OF
ARCHITECTURE, HOUSING AND LAND

Signed.: Francisco Javier Martín Ramiro



All other information in all sections of the ESPD is to be filled in by the economic operator

Part II: Information concerning the economic operator

A: INFORMATION ABOUT THE ECONOMIC OPERATOR

Information:	:
Number, if applicable: VAT-number is applicable, please indicate another national identification number, if required and applicable	
Postal address:	[.....]
Contact person or persons ⁶ Telephone: E-mail: Internet address (web address) (if applicable):	[..... ..] [..... .] [..... ..][.....]
General information:	Answer:
Is the economic operator a Micro, a Small or a Medium-Sized Enterprise ⁷ ?	[] Yes [] No
Only in case the procurement is reserved ⁸ : is the economic operator a	[] Yes [] No

⁶ Please repeat the information concerning contact persons as many times as needed.

⁷ Cf. Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, (OJ L 124, 20.5.2003, p. 36). This information is required for statistical purposes only. **Micro enterprises:** enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million.

Small enterprises: an enterprise which employs fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 10 million;

Medium enterprises, enterprises which are neither micro nor small and which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

⁸ See contract notice point III.1.5



<p>sheltered workshop, a 'social business'⁹ or will it provide for the performance of the contract in the context of sheltered employment programmes? If yes, what is the corresponding percentage of disabled or disadvantaged workers? If required, please specify which category or categories of disabled or disadvantaged workers the employees concerned belong to?</p>	<p>[..... .. [..... .]</p>
<p>If applicable, is the economic operator registered on an official list of approved economic operators or does it have an equivalent certificate (e.g. under a national (pre)qualification system)?</p>	<p>[] Yes [] No [] Not applicable</p>
<p>If yes:</p> <p><u>Please answer the remaining parts of this Section, Sections B and, where relevant, C of this Part, complete Part V, where applicable, and, in any case, fill in and sign Part VI.</u></p> <p>(a) Please provide the name of the list or certificate and the relevant registration or certification number, if applicable: (b) <i>If the certificate of registration or certification is available electronically, please state:</i> (c) Please state the references on which the registration or certification is based, and, where applicable, the classification obtained in the official list¹⁰: (d) Does the registration or certification cover all of the required selection criteria?</p> <p><u>If no:</u></p>	<p>(a) [.....]</p> <p>(b) <i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....] [.....] [.....] [.....]</p> <p>(c) [.....]</p> <p>(d) [] Yes [] No</p> <p>(e) [] Yes [] No</p>

⁹ I.e. its main aim is the social and professional integration of disabled or disadvantaged persons.

¹⁰ The references and the classification, if any, are set out on the certification.



<p><u>In addition, please complete the missing information in Part IV, Sections A, B, C or D as the case may be ONLY if this is required in the relevant notice or procurement documents:</u></p> <p>(e) Will the economic operator be able to provide a certificate with regard to the payment of social security contributions and taxes or provide information enabling the contracting authority or contracting entity to obtaining it directly by accessing a national database in any Member State that is available free of charge?</p> <p><i>If the relevant documentation is available electronically, please indicate:</i></p>	<p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....][.....]</p>
Form of participation:	Answer:
Is the economic operator participating in the procurement procedure together with others ¹¹ ?	[] Yes [] No
<i>Please ensure that the others concerned provide a separate ESPD form.</i>	
<p>If yes:</p> <p>(a) Please indicate the role of the economic operator in the group (leader, responsible for specific tasks ...):</p> <p>(b) Please identify the other economic operators participating in the procurement procedure together:</p> <p>(c) Where applicable, name of the participating group:</p>	<p>(a): [.....]</p> <p>(b): [.....]</p> <p>(c): [.....]</p>
Lots	Answer:
Where applicable, indication of the lot(s) for which the economic operator wishes to tender:	[]

B: INFORMATION ABOUT REPRESENTATIVES OF THE ECONOMIC OPERATOR

Where applicable, please indicate the name(s) and address(es) of the person(s) empowered to represent the economic operator for the purposes of this procurement procedure:

¹¹ Notably as part of a group, consortium, joint venture or similar.



Representation, if any:	Answer:
Full name; accompanied by the date and place of birth, if required:	[.....].[.....]
Position/Acting in the capacity of:	[.....]
Postal address:	[.....]
Telephone:	[.....]
E-mail:	[.....]
If needed, please provide detailed information on the representation (its forms, extent, purpose ...):	[.....]

C: INFORMATION ABOUT RELIANCE ON THE CAPACITIES OF OTHER ENTITIES

Reliance:	Answer:
Does the economic operator rely on the capacities of other entities in order to meet the selection criteria set out under Part IV and the criteria and rules (if any) set out under Part V below?	[] Yes [] No

If yes, please provide a separate ESPD form setting out the information required under Sections A and B of this Part and Part III for each of the entities concerned, duly filled in and signed by the entities concerned.

Please note that this should also include any technicians or technical bodies, not belonging directly to the economic operator's undertaking, especially those responsible for quality control, and, in the case of public works contracts, the technicians or technical bodies upon whom the economic operator can call in order to carry out the work.

Insofar as it is relevant for the specific capacity or capacities on which the economic operator relies, please include the information under Parts IV and V for each of the documents concerned¹².

Part III: Exclusion grounds

A: GROUNDS RELATING TO CRIMINAL CONVICTIONS

Article 57, paragraph 1 of Directive 2014/24/EU sets the following reasons for exclusion:

1. Participation in a criminal organization¹³:

¹² E.g. for technical bodies involved in quality control: Part IV, Section C, point 3:

¹³ As defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).



2. **Corruption¹⁴:**
3. **Fraud¹⁵:**
4. **Terrorist offences or offences linked to terrorist activities¹⁶:**
5. **Money laundering or terrorist financing¹⁷**
6. **Child labour and other forms of trafficking in human beings¹⁸**

Grounds relating to criminal convictions under national provisions implementing the grounds set out in Article 57(1) of the Directive:	Answer:
Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for one of the reasons listed above, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....] ¹⁹
If yes, please indicate ²⁰: (a) Date of conviction, specify which of points 1 to 6 is concerned and the reason(s) for the conviction,	(a) Date: [], point(s): [], reason(s): [] (b) [.....]

¹⁴ As defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, OJ C 195, 25.6.1997, p. 1, and in Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54). This exclusion ground also includes corruption as defined in the national law of the contracting authority (contracting entity) or the economic operator.

¹⁵ Within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48).

¹⁶ As defined in Articles 1 and 3 of Council Framework Decision of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3). This exclusion ground also includes inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

¹⁷ As defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

¹⁸ As defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).

¹⁹ Please repeat as many times as needed.

²⁰ Please repeat as many times as needed.



(b) Identify who has been convicted []; (c) Insofar as established directly in the conviction:	(c) Length of the period of exclusion. [.....] and the point(s) concerned [1 <i>If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation):</i> [.....] [.....] [.....] ²¹
In case of convictions, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion ²² ('Self-Cleaning')?	[] Yes [] No
If yes, please describe the measures taken ²³ :	[.....]

B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS

Payment of taxes or social security contributions:	Answer:	
Has the economic operator met all its obligations relating to the payment of taxes or social security contributions , both in the country in which it is established and in Member State of the contracting authority or contracting entity if other than the country of establishment?	[] Yes [] No	
If not, please indicate: a) Country or Member State concerned; b) what is the amount concerned; c) How has this breach of obligations been established: 1) through a judicial or administrative decision:	Taxes	Social contributions
	(a) [.....]	(a) [.....]
	(b) [.....]	(b) [.....]
	(c1) [] Yes [] No	(c1) [] Yes [] No

²¹ Please repeat as many times as needed.

²² In accordance with national provisions implementing Article 57(6) of Directive 2014/24/EU.

²³ Taking into account the character of the crimes committed (punctual, repeated, systematic ...), the explanation should show the adequacy of the measures to taken.



<ul style="list-style-type: none"> – Is this decision final and binding? – Please indicate the date of conviction or decision. – In case of conviction, insofar as established <u>directly</u> therein, the length of the period of exclusion: <p>2) by other means? Please specify:</p> <p>d) has the economic operator fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines?</p>	<p>- <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>- [.....]</p> <p>- [.....]</p> <p>(c2) [.....]</p> <p>(d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide details:</p> <p>[.....]</p>	<p>- <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>- [.....]</p> <p>- [.....]</p> <p>(c2) [.....]</p> <p>(d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please provide details:</p> <p>[.....]</p>
<p><i>If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:</i></p>	<p><i>(web address, issuing authority or body, precise reference of the documentation)²⁴:</i></p> <p>[.....] [.....] [.....]</p>	

C: GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTERESTS OR PROFESSIONAL MISCONDUCT ²⁵

Please note that, for the purpose of this procurement, some of the following exclusion grounds may have been defined more precisely, in national law, in the relevant notice or the procurement documents. Thus, national law may for instance provide that the notion of 'grave professional misconduct' may cover several different forms of conduct.

<p>Information concerning possible insolvency, conflict of interest or professional misconduct</p>	<p>Answer:</p>
<p>Has the economic operator, to its knowledge, breached its obligations in the fields of environmental, social and labour law ²⁶?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, has the economic operator taken measures to demonstrate its reliability despite the existence of this ground for exclusion ('Self-Cleaning')?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

²⁴ Please repeat as many times as needed.

²⁵ See Article 57(4) of Directive 2014/24/EU

²⁶ *As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.*



	If it has , please describe the measures taken:[.....]
<p>Is the economic operator in any of the following situations:</p> <p>(a) Bankrupt, or</p> <p>(b) The subject of insolvency or winding-up proceedings, or</p> <p>(c) In an arrangement with creditors, or</p> <p>(d) In any analogous situation arising from a similar procedure under national laws and regulations ²⁷, or</p> <p>(e) That its assets are being administered by a liquidator or by the court, or</p> <p>(f) That its business activities are suspended?</p> <p>If yes:</p> <p>- Please provide details:</p> <p>- Please indicate the reasons for being able nevertheless to perform the contract, taking into account the applicable national rules and measures on the continuation of business in those circumstances²⁸?</p> <p><i>If the relevant documentation is available electronically, please indicate:</i></p>	<p>[] Yes [] No</p> <p>- [.....]</p> <p>- [.....]</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....]</p>
<p>Is the economic operator guilty of grave professional misconduct ²⁹?</p> <p>If yes, please provide details:</p>	<p>[] Yes [] No,</p> <p>[.....]</p>
	<p>If yes, has the economic operator taken self-cleaning measures? [] Yes [] No</p> <p>If it has, please describe the measures taken:</p> <p>[.....]</p>
	[] Yes [] No

²⁷ See national law, the relevant notice or the procurement documents.

²⁸ This information **needs not** be given if exclusion of economic operators in one of the cases listed under letter a to f has been made **mandatory** under the applicable national law **without any possibility of derogation** where the economic operator is nevertheless able to perform the contract.

²⁹ Where applicable, see definitions in national law, the relevant notice or the procurement documents.



<p>Has the economic operator entered into agreements with other economic operators aimed at distorting competition?</p> <p>If yes, please provide details:</p>	<p>[.....]</p> <p>If yes, has the economic operator taken self-cleaning measures? [] Yes [] No</p> <p>If it has, please describe the measures taken: [.....]</p>
<p>Is the economic operator aware of any conflict of interest³⁰ due to its participation in the procurement procedure?</p> <p>If yes, please provide details:</p>	<p>[] Yes [] No</p> <p>[.....]</p>
<p>Has the economic operator or an undertaking related to it advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure?</p> <p>If yes, please provide details:</p>	<p>[] Yes [] No</p> <p>[.....]</p>
<p>Has the economic operator experienced that a prior public contract, a prior contract with a contracting entity or a prior concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with that prior contract?</p> <p>If yes, please provide details:</p>	<p>[] Yes [] No</p> <p>[.....]</p> <p>If yes, has the economic operator taken self-cleaning measures? [] Yes [] No</p> <p>If it has, please describe the measures taken: [.....]</p>
<p>Can the economic operator confirm that:</p> <p>(a) It has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria,</p> <p>(b) It has not withheld such information,</p> <p>(c) It has been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity, and</p> <p>(d) It has not undertaken to unduly influence the decision-making process of</p>	<p>[] Yes [] No</p>

³⁰ As indicated in national law, the relevant notice or the procurement documents.



the contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?

D: OTHER EXCLUSION GROUNDS THAT MAY BE FORESEEN IN THE NATIONAL LEGISLATION OF THE CONTRACTING AUTHORITY'S OR CONTRACTING ENTITY'S MEMBER STATE

<i>Purely national exclusion grounds</i>	<i>Answer:</i>
Do the purely national grounds of exclusion , which are specified in the relevant notice or in the procurement documents, apply? <i>If the documentation required in the relevant notice or in the procurement documents is available electronically, please indicate:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No (web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....] ³¹
In case any of the purely national exclusion grounds apply , has the economic operator taken self-cleaning measures? If it has , please describe the measures taken:	<input type="checkbox"/> Yes <input type="checkbox"/> No [.....]

Part IV: Selection criteria

Concerning the selection criteria (Section a or Sections A to D of this part), the economic operator declares that:

<: GLOBAL INDICATION FOR ALL SELECTION CRITERIA

³¹ Please repeat as many times as needed.



The economic operator should only fill in this field in case the contracting authority or contracting entity has indicated in the relevant notice or in the procurement documents referred to in the notice that the economic operator can limit itself to filling in Section a of Part IV without having to fill in any other Section of Part IV:

<i>Meeting all required selection criteria</i>	<i>Answer</i>
<i>It satisfies the required selection criteria:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Part V: Reduction of the number of qualified candidates

Not applicable in open procedures

Part VI: Concluding statements

The undersigned formally declare that the information stated under Parts II-V above is accurate and correct and that it has been set out in full awareness of the consequences of serious misrepresentation.

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

- a) the contracting authority or contracting entity has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge³² or*
- b) as of 18 October 2018 at the latest³³ the contracting authority or contracting entity already possesses the documentation concerned.*

The undersigned formally consent to [identify the contracting authority or contracting entity as set out in part I, Section A] gaining access to documents supporting the information which has been provided in [identify the Part/Section /Point(s) concerned] of this European Single Procurement Document for the purposes of [identify the procurement procedure: (summary description, reference of publication in the Official Journal of the European Union, reference number)].

Date, place and, where required or necessary, signature (s): [.....]

³² On condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to do so. Where required, this must be accompanied by the relevant consent to such access.

³³ Depending on the national implementation of the second subparagraph of Article 59 (5) of Directive 2014/24/EU.



**APPENDIX II.- “EXPRESS STATEMENT PROVIDING CONSENT FOR THE
DISSEMINATION OF THE WORKS AND ACCEPTANCE OF THE
REQUIREMENTS OF THE REGULATIONS (EU) 2016/679 OF THE EUROPEAN
PARLIAMENT AND THE COUNCIL OF THE 27th OF APRIL 2016, CONCERNING
PHYSICAL INDIVIDUALS”**

Name of the Team:

Name of the Team Representative:

I.D. number of the Representative:

Names of the other associated members and/or collaborators of the Team, if any:

* Site chosen:

REQUEST FOR:

☐

Consent to use information for the Richard H. Driehaus Competition and all its related activities and for the exploitation and dissemination rights referred to in section 20.1 and 20.6 of these Terms and Conditions. Pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council of the 27th of April 2016, concerning the protection of physical individuals repealing Directive 95/46/EC (General data protection regulations), participants in the competition are hereby requested to provide their consent to have their personal data included and processed confidentially in the competition file. The party responsible for such file is the Ministry of Public Works and Transport. By ticking this box, participants expressly provide their consent to have their personal data processes. Participants may exercise their rights to access, rectification, cancellation and opposition acknowledged in law at any time by writing to the secretary of this Competition.

Place, date and signature



APPENDIX III.- COMMITMENT TO SET UP A JOINT VENTURE (JV)

Being aware of the call from "RICHARD H. DRIEHAUS JURY-BASED DESIGN COMPETITION 2019-2020", organized by the Ministry of Public Works and Transport, I hereby:

Mr /Ms _____, with I.D. n.º _____,
On behalf of _____,
Mr /Ms _____, with I.D. n.º _____,
On behalf of _____,
(etc., if necessary)

Declare their commitment to set up a Joint Venture in the event of being awarded the service contract in accordance with section 9 of these terms and conditions, agreeing on the following shares for each of the components that will comprise the J.V.:

Name and surnames	Tax reg. N°	Percentage holding in the JV (%)
.....		
.....		

They also agree to designate as sole representative and interlocutor with the convening Administration Mr/Ms.....with Tax reg. N°....., with the following information for notification purposes:

Addressin.....PC.....Street/Square
.....
Telephonelandline.....Mobile
telephone.....
Electronic Mail.....

And for the record to show, for the purpose of taking part in the aforementioned competition, they sign this statement: *(all the representative of the companies)*

Signed: _____ In _____, on the _____ of _____