

**TERMS AND CONDITIONS OF THE ARCHITECTURAL
PRELIMINARY DESIGN COMPETITION, WITH THE
INTERVENTION OF A JURY, FOR THE CONGRESS
CENTRE OF THE CITY OF ELCHE**

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I GENERAL PROVISIONS

1.- OBJECT OF THE COMPETITION.

1.1.- The purpose of these terms and conditions is to establish the regulation of the legal conditions that will govern the Competition for preliminary projects, with the intervention of a Jury, through an open procedure, with the aim of selecting the best proposal in terms of architectural quality and its technical, functional, architectural, cultural and environmental values; as well as its technical, economic and constructive viability; and so assessed by the Jury. The aim is therefore to select by the jury the best and most suitable proposal to carry out the works of:

- **Architectural preliminary design competition for the Congress Centre of the City of Elche.**

1.2.- In accordance with Article 99.3.b) of Law 9/2017, of 8 November, on Public Sector Contracts (In spanish “Ley de Contratos del Sector Público”, hereinafter, LCSP), the nature of the object of this contract does not allow it to be carried out by division into lots. This is because the independent performance of the different services included in the object of the contract, which presents a functional unity, will hinder the correct execution of the same from a technical point of view and also implies the need to coordinate the execution of the different services.

1.3.- This object corresponds to CPV code 71221000-3 "Architectural services for buildings" of the Common Procurement Vocabulary (CPV) approved by Commission Regulation (EC) No 213/2008 of 29 November 2007 and to CPA code 71.11 "Technical architectural services" of statistical classification of products by activity (CPA) approved by Commission Regulation (EU) No 1209/2014 of 29 October 2014 amending Regulation (EC) No 451/2008 of the European Parliament and of the Council establishing a new statistical classification of products by activity (CPA) and repealing Council Regulation (EEC) No 3696/93.

1.4.- The contract that will be awarded as a result of this preliminary design competition is a contract for architectural services and therefore has the nature of intellectual services for the purposes of applying the provisions contained in the LCSP, also taking into account that, due to the technical documentation required and the work methodology, it entails a clearly intellectual work.

2.- ESTIMATED VALUE OF THE COMPETITION

In accordance with articles 101 and 183.4 of the LCSP, the estimated value -VAT excluded- of the present project competition will be:

Total amount of payments and premiums (excluding winner)	130.000,00€
Estimated value of the service contract to be awarded at a later date (including prize for the competition winner)	5.208.695,00 €
TOTAL	5.338.695,00 €

In accordance with section 9 of these terms and conditions, the value corresponding to the first prize has been included in the fees for the future commissioning of the project, i.e. in the estimated value of the service contract to be awarded at a later date.

2.2.- For its valuation, the corresponding professional fees have been taken into account, bearing in mind the workload involved in the full development of the Services that make up the object, as well as the material and labour costs according to the applicable agreements. The estimated value is determined according to one of the national or regional cost information systems (SIC in spanish). In no case will it be less than the Reference Costs published by SEGIPSA, in accordance with the applicable Resolutions in force. In any case, in order to determine the professional fees, the cost estimates approved or that may be approved by Public Sector entities are taken into consideration.

3.- BASIC TENDER BUDGET

For the purposes of Article 100 of the LCSP, the maximum spending limit of the subsequent contract that, if applicable, is initiated by means of a negotiated procedure without advertising in favour of the winner of this tender is established at 5,208,695.00 euros, plus 21 percent of the Value Added Tax, that is, 1,093,825.95 euros, so that the base tender budget, VAT included, amounts to a total of 6,302,520.95 euros.

4.- CONTRACTING AUTHORITY. CONTRACT MONITORING AND EXECUTION UNIT. CONTRACT MANAGER.

4.1.- The contracting authority, acting on behalf of the Provincial Council of Alicante, is the Plenary of the Provincial Council of Alicante.

4.2.- The processing unit for this tender will be the Architecture Department.

In accordance with Article 62 of the LCSP, the contract manager is the Director of the Architecture Department of the Provincial Council of Alicante.

In the execution of the works of the technical project that is the object of the subsequent contract that is formalised with the winner of this tender, in accordance with the provisions of Article 62.2, the powers of the Contact manager will be exercised by the Project Manager, in accordance with the provisions of Articles 237 to 246 of the LCSP, such as:

- ☐ To supervise that the works are executed in accordance with the technical specifications and the project on which the contract is based, giving the corresponding instructions to the contractor.
- ☐ The project manager, as the person responsible for the contract, will also have the power to determine whether a modification of the project is considered necessary and whether the requirements demanded in this respect in the LCSP itself are met, in accordance with the applicable regulatory provisions. He will intervene in the reception of the works under the terms established in Article 243 of the LCSP.
- ☐ The project manager, as the person responsible for the contract, is obliged to draw up a report on the state of the works, within 15 days prior to the expiry of the guarantee period, in the terms established in Article 243.3 of the LCSP.
- ☐ The person responsible for the contract is responsible for proposing penalties in the event of partial non-performance, defective performance or delay in the execution of the contract. And to issue a report determining whether the delay has occurred for reasons attributable to the contractor, all in accordance with the provisions of articles 194 and 195 of the LCSP.

5.- LEGAL REGIME.

5.1.- This preliminary project tender with the intervention of a jury will be carried out in accordance with the provisions of these Terms and Conditions, in articles 183 to 187 of the LCSP and other applicable regulations. It will be governed by these conditions, as well as the specific technical specifications. These terms are contractual in nature and in the event of any discrepancy between them and other contractual documents, these terms will prevail. All national and European Union regulations on data protection will also be applicable.

5.2.- The tender is called in accordance with the rules of the open procedure, in the form of a preliminary project competition, in the terms provided in Article 183 of the LCSP, a case included in section 2.b), modality "project competitions with prizes or payments to participants" and subsequent awarding to the winner (first prize) of the service contract for the execution projects and project management of the work for the Congress Centre of the city of Elche, in accordance with the case contained in letter d) of Article 168 of the same legal text. Therefore, the tenderer who is declared the

winner, in accordance with the provisions of these Terms and Conditions, without prejudice to the prizes established, will be awarded the service of drawing up the Execution Project and the Construction Management by means of the negotiated procedure without advertising, in the terms established in section 11 of these Terms.

5.3.- In all matters not regulated by these Terms and Conditions, the rules and regulations governing the contracting of services, according to the provisions of the LCSP, Royal Decree 817/2009, of 8 May, which partially develops the Law on Public Sector Contracts, as well as the General Regulations of Law on the Public Administration Contracts, approved by Royal Decree 1098/2001, (hereinafter RGLCAP), partially modified by Royal Decree 773/2015 of 28 May, hereinafter RGLCAP, as amended by Royal Decree 773/2015 of 28 May, as well as the General Regulations of the Public Administration Contracts Act, approved by Royal Decree 1098/2001, (hereinafter RGLCAP), partially modified by RD 773/2015 of 28 August, in the part that does not oppose the previous regulatory texts and as long as it remains in force. Likewise, the Technical Specifications, the proposal submitted by the winning tenderer, with the associated rights set out in the two preceding paragraphs, shall be of a contractual nature. The other state provisions that regulate public sector contracting will be applicable.

5.4.- The prerogatives that correspond to the contracting authority, in any case, will have to respect the limits, requirements and procedure for exercising them, established in articles 190 and 191 of the LCSP. In the adoption of agreements on the aforementioned matters, the contractor must be given a prior hearing.

6.- APPEALS

The following appeals may be lodged against these rules and all decisions taken in execution of the same and of the procedure:

- In the case of procedural acts that directly or indirectly decide on the merits of the case, determine the impossibility of continuing the procedure, cause defencelessness or irreparable harm to legitimate rights or interests, the interested parties may lodge appeals for review or appeal for reconsideration as appropriate, in accordance with the provisions of Article 112 of Law 39/2015, of 1 October.
- In the case of administrative acts or resolutions that put an end to administrative proceedings, an appeal for reversal may be lodged with the corresponding administrative body that issued the corresponding resolution or administrative act, in accordance with the provisions of article 123 of Law 39/2015, of 1 October, within a period of one month; all without prejudice to directly lodging a contentious-administrative appeal.

- In the cases foreseen in Article 44 of the LCSP and against the actions listed in section 2 of said legal precept, a special appeal may be lodged within 15 working days, computed in the terms foreseen in Article 50 of the LCSP.
- Appeal for judicial review against acts and resolutions that put an end to administrative proceedings, within a period of two months. This period shall be calculated from the day following the notification or publication of the act being appealed against in accordance with the provisions of Law 29/1998, of 13 July, regulating this Jurisdiction.

7.- PARTICIPANTS IN THE COMPETITION.

7.1.- All architects who, in accordance with Law 38/99, of 5 November, on Building Regulation (LOE hereinafter) and other current legislation, can draw up projects for the construction of buildings in Spain for the uses indicated in group a) of section 1 of article 2 of the LOE, in accordance with the provisions of articles 10 and 12 of the same Law, and direct the corresponding works at the time of the presentation of the proposals, may participate in this competition.

Each participant may submit only one proposal, either individually or as part of a legal entity or joint venture.

Natural or legal persons, Spanish or foreign, who, in accordance with the provisions of Articles 65 to 70 of the LCSP, have full capacity to act, are not affected by the causes of prohibition to contract established in Article 71 of said Law on the date of conclusion of the deadline for the presentation of proposals, nor when the tender is decided, and accredit the economic, financial and technical or professional solvency required, may present themselves or through duly authorised representatives.

Legal entities may participate in this competition only if the aims, object or scope of their activity, as defined in their statutes or founding rules, are consistent with the services required for the selection of the architectural proposal that is the subject of the competition. Natural persons must hold the title of architect or equivalent in other countries.

Natural or legal persons from non-European Union States must comply with the terms required in Articles 68 and 84.3 of the LCSP and in Article 10 of Royal Decree 1098/2001, of 12 October, which approves the General Regulations of the Public Administration Contracts Law; likewise, in the event of being awarded the contract, they must open a branch in Spain, with the designation of proxies or representatives for their operations, and register in the Companies Register. Non-Spanish companies from Member States of the European Union (or signatories of the Agreement on the European Economic Area) must be subject to the provisions of Article 67 of the LCSP.

Temporary joint ventures must comply with the provisions of Article 69 of the LCSP. Companies wishing to participate in the tender governed by these Terms and Conditions as a Temporary Joint Venture must sign a firm commitment to form the Joint Venture in the event of being awarded the contract. This document must be signed by each of the representatives of the companies bidding as a temporary joint venture.

For the purposes of the tender, professionals wishing to participate in a temporary joint venture must indicate the names and circumstances and the participation of each one. In any case, they must appoint a sole representative or proxy, with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its termination. This representative must necessarily be a qualified architect. The obligations and responsibilities of the members of the joint venture will be in accordance with the Law on Building Management with regard to their professional activities.

Undertakings which have participated in drawing up the technical specifications or the preparatory documents for the contract may not take part in the tender procedure if such participation may lead to restrictions on free competition or to privileged treatment in relation to the other tendering undertakings.

7.2.- MINIMUM TECHNICAL TEAM REQUIRED TO THE WINNER OF THE PRELIMINARY DESIGN COMPETITION:

The technical complexity of the object of the tender requires that the tenderer undertakes to set up, in the event of winning the tender, a multidisciplinary team with a wide degree of knowledge and training in the field of the action which is the object of this design contest. This minimum technical team must be made up of at least the following professional profiles:

- 1 team coordinator and project manager, architect or equivalent qualification, with the powers indicated in Article 62 of the LCSP. The powers of the person responsible for the project will be exercised by the project manager, in accordance with the provisions of articles 237 to 246 of the LCSP. In the case of natural persons, this person must be the tenderer himself.
- 1 person responsible for the works execution management, a technical architect or equivalent qualification.
- 1 person in charge of health and safety, senior or mid-level technician, with the appropriate qualifications to take on the coordination of health and safety in the project and site works.
- Where appropriate, other specialists with the appropriate qualifications for installation projects that so require, depending on the complexity of the work to be tendered for.

The same person may have two or more professional profiles as long as he/she can prove that he/she has the required qualifications for each of them.

If the academic qualifications are not those legally required for the work tendered for, according to the Ley de Ordenación de la Edificación 38/1999, de 5 de noviembre (LOE), the tenderer's solvency will be considered insufficient.

8.- INCOMPATIBILITIES AND DUTY OF ABSTENTION.

8.1- Without prejudice to the provisions of the legislation in force, persons who fall into the following categories may not participate in the competition, either as owners or as members of teams:

- The members of the Jury and the drafters of the Technical Specifications.
- Those who are related to the above by blood up to the fourth degree or by affinity up to the second degree.
- Those who are associated, or maintain service or professional collaboration relations with the members of the Jury and with the drafters of the Technical Specifications.

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

8.2.- In the event that any of the participants in the competition or members of the team are civil servants, they must present authorisation of compatibility for the exercise of professional activities outside the Public Administrations, in accordance with the applicable regulations on incompatibilities.

9.- PRIZES.

9.1.- This competition includes the payment of economic considerations to the finalists as expenses for the preparation of proposals and for the delivery of the same and their availability to the Provincial Council of Alicante, for a maximum total amount of 266,200.00 euros, VAT included, in accordance with the following breakdown:

	Amount	21% VAT	Sum
FIRST PRIZE	90.000,00 €	18.900,00 €	108.900,00 €
SECOND PRIZE	60.000,00 €	12.600,00 €	72.600,00 €
THIRD PRIZE	40.000,00 €	8.400,00 €	48.400,00 €
FIRST PRIZE	15.000,00 €	3.150,00 €	18.150,00 €
SECOND ACCESIT	15.000,00 €	3.150,00 €	18.150,00 €
Add prizes	220.000,00 €	46.200,00 €	266.200,00 €

In the case of contracting the service to the first prize-winner, who is considered the sole winner of the competition, the amount of the prize will be considered as a payment on account of the corresponding fees and will be deducted from these for the contracting of the drafting of the corresponding technical project, as well as the management of the works.

Prizes shall be subject, where applicable, to the corresponding withholding tax.

9.2.- Honourable mentions: The Jury may decide to mention as many projects as it considers worthy of such a distinction. These mentions will not be endowed with a financial award.

9.3.- The first prize of the competition may be declared void, without there being a winner in this case, if the Jury unanimously considers that it cannot be awarded because there are no proposals that are sufficiently satisfactory for the objectives of the competition.

10.- EXISTENCE OF BUDGETARY APPROPRIATIONS.

There is sufficient credit to meet the financial obligations arising from the payment of the prizes set out in section 9 of these Terms and Conditions, charged to the budget application 33.3331.6500000 of the current budget.

11.- SUBSEQUENT CONTRACTING OF THE EXECUTION PROJECT AND WORKS MANAGEMENT.

11.1.- In accordance with the Jury's decision and having verified the identity of the tenderers and their legal capacity and capacity to act, the Alicante Provincial Council, where appropriate, will initiate by means of a negotiated procedure the awarding of the service of drafting the execution project and project management of the works to the tenderer who has obtained the first prize, the only winner of the tender, in accordance with the provisions of letter d) of Article 168 of the LCSP.

The negotiation process, with the winner of the tender, will deal with the bid submitted by the successful tenderer, verifying that it complies with the conditions of the terms and conditions and will be evaluated in accordance with the established criteria for evaluating the proposals. The minimum requirements for the services to be provided under the contract will not be negotiated, nor will the award criteria.

The winner of the tender and subsequent awardee of the project drafting and works management contract may not assign or subcontract such project drafting and works management work.

11.2.- The contract will include the following works:

- The drafting of the BASIC AND EXECUTION PROJECT that includes all the actions established in the Technical Specifications.
- The OWNER MANAGEMENT OF THE WORKS.

In addition, the successful tenderer must also carry out the following work:

- Where appropriate, any additional work that may be the subject of the contract, such as preliminary studies, health and safety studies, drafting of the Book of Building, photographic and documentary studies, as well as any other document necessary for the implementation of the project.
- The successful tenderer will create an information model according to the BIM methodology that will be the basis for generating the deliverables of the basic and execution projects, as well as the basis for transferring information during the construction phase and the final design of the built work.
- Model and infographics.

11.3.- Economic and financial solvency (87.3.b)

Tenderers must prove their economic and financial solvency by the means described below:

- ☐ Underwriting professional liability insurance for compensation for professional risks for an amount equivalent to the estimated value of the contract, which must meet the following conditions:
 - Civil Liability Insurance for compensation for professional damages for an amount equivalent to the estimated value of the contract.
 - This policy shall be taken out with an insurance company solvent in the field of architectural services, and shall cover damages to persons or things, as well as damages of any kind that may derive from its actions or those of its collaborators in the execution of the works that are the object of the service, and which are derived from the responsibilities foreseen in articles 1.591 and 1.909 of the Civil Code, and in the Spanish Building Law (LOE, Ley de Ordenación de la Edificación 38/1999, de 5 de noviembre).
 - The successful tenderer will provide the Contracting Authority with a certified copy of this insurance policy, as well as a certificate of validity together with proof of being up to date with payment of the policy before the contract is formalised, and must comply with this circumstance, and guarantee its

accreditation at the request of the Contracting Authority throughout the contract period and during its legal guarantee period.

The successful tenderer must accredit this requirement and make it effective in the subsequent negotiated contract without advertising foreseen in this section, within a period of 10 working days, in accordance with that referred to in section 2 of Article 150 of the LCSP. This condition will be made by means of an insurance policy or certificate for professional risks issued by the insurer, stating the amounts, risks insured and the expiry date of the insurance, and additionally, by means of a document of binding commitment to subscribe, the extension or renewal of the insurance in the established terms of coverage, in the appropriate cases.

In the event that the successful tenderer is a Temporary Joint Venture, having won the Preliminary Project Competition, the provisions established for Temporary Joint Ventures in current contract legislation will be applicable for the purposes of accrediting the solvency foreseen in this Terms and Conditions.

11.4.- Technical and/or professional solvency (90 e)

Academic and professional qualifications.

- The tendering architectural team shall be led by one or more architects or equivalent qualifications.
- The following minimum profiles must be assigned to the architectural team in charge of the execution of the contract.
 - For the drafting of the Basic Project and the Execution Project, as well as for the Works Management: an Architect with the corresponding official qualification and official membership, which will be accredited by means of a certificate (original or certified copy) of registration in the competent Professional Association.
 - For health and safety coordination in the Project phase, a qualified technician with the corresponding official qualification and membership, which will be accredited by means of a certificate (original or certified copy) of registration in the competent Professional Association.
 - For the rest of the technicians directly responsible for the execution of the services included in the contract, official qualification (original or certified copy) accrediting legal authorisation, professional competence or specific training in the subject matter, with supporting professional curriculum vitae; or if applicable, certificate from the Secretary of the corresponding Professional Association accrediting this circumstance.

- A declaration of responsibility must be submitted by the professional or legal representative of the company listing the members of the technical team with an indication of their academic qualifications, undertaking to assign these personnel resources to the execution of the contract. To this effect, a description of the functions of each job post, the technical personnel that will carry them out, their experience and expected dedication, as well as the academic and professional qualifications of at least the representative of the team and the technicians directly responsible for the execution of the services included in the contract, including those who carry out work through subcontracting under the terms regulated in this Specifications, shall be included.

11.5.- Phase of elaboration of the basic project and of execution

In addition to the drafting of the basic and execution project and the management of the works, the following works may be included in the scope of the contract:

- ☐ Drafting of installation projects, which require a technical project according to current legislation, or which, due to their complexity, require a project separate from the general project.
- ☐ Drafting of projects for the diversion of possible existing infrastructures on the plot or on land that prevents the development of the works.
- ☐ Any formalities required for construction, legalisation and implementation with any public or private body. Technical assistance with regard to any formalities required by the administration, town hall or other official bodies necessary for the construction, legalisation and implementation, as well as monitoring the processing of the contracting of services.
- ☐ Drafting of the health and safety study.
- ☐ Drafting of the project required for an activity licence.
- ☐ Energy certification.
- ☐ Description of the tests, trials and auxiliary means necessary for the execution of the project.

The estimated value of the contract will include the amount of these works and professional services, in addition to those of the basic and execution project and the works management.

The presentation of the project will be delivered in digital format and in rigid boxes of an adequate size to contain all the documentation. The subprojects corresponding to the development of installations necessary to promote the authorisations in the field

of industry shall be submitted in separate folders for their independent processing. The plans shall be submitted easily removable (or loose inside a folder). Initially only one copy shall be submitted for supervision.

The number of copies to be presented in the final delivery will be:

- On paper, 4 complete copies, plus 2 copies of the installation subprojects.
- 1 copy on computer support of the complete project in non-editable PDF format: all plans, written documents and complete budget, including installation projects and Health and Safety Study.

The final documentation submitted will comply with the Information and publicity requirements for funded actions such as the logo and emblem which will be visible on all final documents: plans, sheets, CD covers, project boxes.

All the technical documentation necessary for the processing of the building permit, as well as the registration and legalisation of the technical projects of the installations that need to be provided, is included in the order. In addition, the successful tenderer will provide, at any time, any documentation and details required by the contracting body.

The projects to be drawn up shall be formalised in the documents provided for in each case by current regulations. The minimum contents will be according to the list in Annex I of the CTE, without prejudice to what, where appropriate, is established by the competent administrations.

11.6. During the phase of the project management, the team awarded the contract shall deliver the following documentation:

- Mandatory documentation of the monitoring of the work, including at least
 - a) the Book of Orders and Attendance in accordance with the provisions of Decree 462/1971 of 11 March 1971;
 - b) the Book of Health and Safety Incidents, in accordance with Royal Decree 1627/1997, of 24 October;
 - c) the project, its annexes and modifications duly authorised by the project supervisor;
 - d) the final certificate of the work including the description of the modifications and the work controls carried out with their results.
- Documentation of the control of the execution of the work: The quality control of the works carried out will include the control of the reception of products, the controls of the execution and of the finished work.
- Documentation of the finished work: once the work has been completed, after the

act of reception of the same, it will be handed over:

- a) The Book of Building established in the LOE, including all the necessary documentation established in the CTE. It will include at least the following:
 - The project with the incorporation, where appropriate, of the duly approved modifications, where the definitive state of the work will be reflected.
 - List of the agents involved in the building process.
 - Instructions for use and maintenance of the building.
- b) The energy certificate of the finished building, both on paper and in a computer calculation file, drawn up and signed by the project manager and suitable for submission to the Register of Certificates.
- c) Processing and drafting of the necessary documentation to obtain the required activity licence.
- d) Technical certificate of the finished building for, where applicable, inclusion in the heritage register.

11.7.- Estimated timescales for the drafting and execution of the project

The minimum period established for the drafting of the Basic and Execution Project, Safety and Health Study, will be 6 months, counting from the signing of the contract.

The maximum period estimated by the Provincial Council of Alicante for the execution of the works is 30 months, counting from the date of signature of the official record of verification of the reconsideration of the works carried out at the time.

In any case, the deadlines indicated are estimates and must therefore be fixed taking into account the subject of the contract and the technical documentation required.

11.8.- Project Management Team

- a.- The successful tenderer of the contract will designate at least the following professionals for the Project Management of the works:
 - 1 person in charge of site management, an architect or equivalent qualification. He/she will be the project manager and the direct interlocutor with the administration.
 - 1 person responsible for the management of the execution of the work, technical architect or equivalent qualification.

- 1 person in charge of health and safety, senior or mid-level technician, with the appropriate qualifications to take on the coordination of health and safety on the site.
- 1 person in charge with the appropriate professional qualifications, who will be responsible for the management of the execution of the installations, when these, due to their complexity and specialisation, so require.

b.- The natural or legal persons designated as collaborators, in the event of assuming specific functions and responsibilities in the Project Management of the Works, will be designated for this purpose and must possess the necessary competence, in accordance with the Law on Construction Management and other complementary legislation that affects them in this area, to assume the part corresponding to the work commissioned.

11.9.- Obligations of the members of the Optional Management.

The obligations and responsibilities of the different components of the project management team shall correspond to those set out in the relevant regulations in force.

The Provincial Council of Alicante may request the successful tenderer to replace any member of the Technical Team in the event that the execution of the contract does not comply with the provisions of these Terms and Conditions or the applicable regulations. For any other change, the successful tenderer must be authorised by the latter in order to proceed with the replacement. The personnel assigned to this contract will be, at all times, at the disposal of the Provincial Council of Alicante to meet the requirements demanded by its execution.

11.10 The Provincial Council of Alicante reserves the right to subsequently tender the service contract by means of a negotiated procedure without advertising to the sole winning bidder, provided that it is still appropriate and that there is adequate and sufficient credit.

II STEPS IN THE COMPETITION PROCEDURE

12.- INFORMATION AND CONSULTATION PHASE

Any doubts and queries that may arise for tenderers during the development of this tender will be dealt with through the Public Sector Procurement Platform.

The questions posed will be asked in Spanish or Valencian and the answers will be published on the Public Sector Procurement Platform and on the tender website, and will be provided to the Jury at the time of its constitution for the purposes of interpreting the Terms and Conditions.

It is also foreseen that all those interested in submitting proposals for this tender may visit the site of the works, on a date set by the contracting authority, which will be made public on the Public Sector Contracting Platform. The aforementioned visit shall take place, preferably during the first twenty days of the tender period. In order to preserve anonymity, the attendees shall not identify themselves during the visit.

13.- PHASE OF SUBMISSION OF PROPOSALS AND DEADLINES

Proposals and documentation shall be submitted, in the manner indicated in the following sections, at the place and within the period indicated in the tender notice published on the Public Sector Procurement Platform. Requests to participate shall be submitted in accordance with Annex I of these terms and conditions.

This call for tenders shall be electronic in nature. Participating tenderers must prepare and submit their proposals electronically through the PUBLIC SECTOR PROCUREMENT PLATFORM - hereinafter Platform - (<https://contrataciondelestado.es>), in accordance with the provisions of the Guide to Electronic Tendering Services for Companies, which can be found at the following link:

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

The aforementioned guide documents how the participant must prepare and send the documentation and the envelopes that make up the proposals through the "Bid Preparation and Submission Tool" that is made available, for whose use it is an essential requirement to be a registered user of the Platform and to fill in both the basic and additional data (See the Platform's "Economic Operator's Guide"):

https://contrataciondelestado.es/wps/wcm/connect/f46c3a20-4517-4e54-aac3-dd3b2eb63f31/GuiaOperadorEconomico_v03+07.pdf?MOD=AJPERES&CACHEID=f46c3a20-4517-4e54-aac3-dd3b2eb63f31

Its use requires an Internet connection, a browser with an updated version of Java and an electronic certificate recognised by the General State Administration. The e-mail address for communications purposes of the economic operator user must coincide with the one indicated in the responsible declaration included in the proposal document. The application must be sent through an anonymous e-mail account in which the name of the company or participant does not appear.

There is a limitation in the capacity of Java technology to manage the documentation attached to the Tool, which means that the total sum of the offer (envelope 1 and envelope 2) cannot exceed a certain size. These values are indicative, but it may happen that, in certain cases, it cannot even manage a total size somewhat lower than the values established.

- If you are using a 32-bit version of Java: Make sure that the total number of files in your offer does not exceed 27 MB.
- If you are using a 64-bit version of Java: Make sure that the total number of files in your offer does not exceed 38 MB.

It is recommended that participants submit their proposals sufficiently in advance, in order to ensure the correct use of the aforementioned tool and to be able to resolve any incident regarding its functionality. In order to solve any technical difficulty in the preparation or submission of the proposals, there is an Electronic Tendering Support Service for Companies of the Subdirectorate General for the Coordination of Electronic Contracting, at the following e-mail address: licitaciónE@minhafp.es; the support hours are Monday to Thursday from 9:00 to 19:00 and Friday from 9:00 to 15:00 hours, working days in Madrid.

Participants who do not prepare and submit their proposal using the electronic means of the Platform will be excluded.

The presentation of the panels in the repository will be made in A-1 size up to a maximum of 6 panels, through the following link, indicating the slogan:

<https://concursopalaciocongresoselche.diputacionalicante.es>

The deadline for submission of proposals, which shall not be less than 35 calendar days from the date of dispatch of the design contest notice to the Publications Office of the European Union, shall be the one indicated in the notice on the Public Procurement Platform and proposals must be submitted through the "Bid Preparation and Submission Tool". Proposals not submitted by this deadline will not be accepted.

The tender documents and other complementary documentation shall be made available to tenderers on the contracting authority's contracting profile (<https://contrataciondelestado.es>), thus guaranteeing access to them by electronic means.

The electronic nature of this call for tenders means that participants are required to prepare and submit, also by electronic means and through the Platform (<https://contrataciondelestado.es>), any documents that they must submit in phases of the call for tenders subsequent to the submission of proposals, such as the procedures for correcting deficiencies or the requirement prior to the award of the contract to the winner of the call for tenders.

On submission of the proposal, if the participant is issued a receipt containing the term "electronic footprint" by the Public Sector Procurement Platform, it will automatically be subject to the situation of sending the tender by electronic means in two phases, regulated in the sixteenth additional provision, paragraph 1, letter h) of the LCSP. The

first - already completed -, is the transmission of the electronic footprint of the tender, and the second phase - to be carried out - is the submission of the tender itself, the responsibility for which lies solely on the participant. It must be carried out within a maximum period of twenty-four hours, after which time without having submitted it, the tender will be considered to have been withdrawn, in accordance with the aforementioned legal precept. The participant with this incident is recommended to immediately follow the indications contained in the *Guide to Electronic Tendering Services for Companies* published by the Public Sector Contracting Platform, section "4.7 Problems with sending. 4.7.1 Electronic fingerprint", pages 70 to 73, and, in case of applying the option "Download documentation and submit in the physical/electronic register", the accreditation of date and time of submission will be performed through the registry of the electronic site of the Provincial Council of Alicante.

Non-Submission by the winner of the tender to submit the required documents using the electronic means of the Public Sector Contracting Platform shall entail the declaration of failure to adequately complete the requirement within the period indicated, with the effects provided for in article 150.2, second and third paragraphs, of the LCSP. In the procedure for rectification of deficiencies, failure to use the electronic means of the Platform in the presentation of the documents will entail the declaration of failure to rectify the deficiencies, with the consequent exclusion from the award.

Notifications and communications relating to this tender will be made, in general, exclusively by electronic means and through the Public Sector Procurement Platform. Participating tenderers must indicate in the declaration of responsibility the e-mail address authorised for electronic notifications. The participating tenderer must also indicate, in the corresponding section of the bid preparation and submission tool of the Public Sector Procurement Platform, the aforementioned authorised email address. The authorised email address indicated shall also be used for notifications during the contract execution phase. The email account must be anonymous, so that no data such as the name of the company or the participant will appear in it.

13.1- DEADLINES

13.1.1.- Reception of Consultations.

20 calendar days from the date of publication, through the Public Sector Procurement Platform.

13.1.2.- Communication of responses to queries raised.

30 calendar days from the date of publication on the Public Sector Procurement Platform.

The answers to the consultations will be considered as clarification and, where

appropriate, extension of the Rules of the Competition or its documentation, but in no case of modification of any of them.

13.1.3- Presentation of the work.

The deadline for submitting proposals on the Public Sector Procurement Platform and on the repository set up for the purpose of providing graphic documentation (panels) is set at 2 months from the date of publication.

13.1.4.- On the resolution of the tender.

The Jury's decision will be made public, indicating the slogan of each of the prize-winners.

13.2.- The functions of the Secretariat of the Jury of the competition will be carried out by the Architecture Department.

13.3.- Interested parties may examine the Terms and Conditions, Technical Specifications and complementary documentation on the Public Sector Procurement Platform.

13.4.- The presentation of the proposals presumes the unconditional acceptance by the participant of the totality of the contents of these Terms and Conditions and the Technical Specifications.

13.5.- In the procurement file opened for this purpose, the certification of the proposals submitted shall be expressly included, in which the order number of the works received and their slogan shall be stated, informing the Jury on this.

13.6.- In the procurement file opened for this purpose, the list of the proposals presented in the Public Sector Procurement Platform will be included, in which the order number of the works received and their slogan will be recorded, informing the Jury on this.

14. DOCUMENTATION TO BE SUBMITTED BY COMPETITORS

Proposals shall be submitted on the Public Sector Procurement Platform structured in the following envelopes:

ENVELOPE Nº 1: General documentation

ENVELOPE Nº 2: Architectural proposal.

The contents of each electronic envelope to be submitted shall have the requirements indicated in the following sections.

The documentation for the development of the tender, both of a technical and administrative nature, must be submitted in Spanish or Valencian.

All competitors undertake to ensure that the technical proposals they submit are original and unpublished, and that the transfer of exploitation rights to the Provincial Council of Alicante does not affect the rights of third parties or violate any regulatory provision. They will be responsible for and assume full responsibility for any costs and/or charges that may arise in favour of third parties as a result of actions, claims or disputes resulting from non-compliance with these obligations.

In addition, the graphic documentation panels provided for in section 14.4 of these terms and conditions shall be submitted in the repository set up for this purpose, bearing in mind that the panels presented in the repository will not be taken into consideration if the application for participation in the tender is not submitted on the Public Sector Procurement Platform.

14.1 SLOGAN

Entries and documentation must be submitted under a slogan (Lema in spanish) in order to guarantee the anonymity of the competitors.

The slogan will be freely chosen by the participant, and in no case must it coincide with the participant's real name, nor, if applicable, with that of any member of the team or company name of the participating legal entity. The SLOGAN, which will be used to identify the works, will appear on all graphic and written documentation.

The slogan may not exceed 30 characters between letters, numbers and spaces, and may not contain any symbols.

Due precautions shall be taken to ensure that the electronic files uploaded to the Public Sector Procurement Platform and the repository set up for this purpose for the delivery of the graphic documentation do not contain any reference or data that could reveal the anonymity of the tenderer.

14.2.- ENVELOPE NUMBER 1:

Denominated:

<<SOBRE No. 1: Documentación general >>

Its content shall be as follows:

- Application for participation in accordance with the model included as Annex I to these Terms and Conditions, expressly stating, in the event of not winning a prize,

whether the competitor prefers to remain anonymous, both in the public exhibition of the works submitted and in their possible publication. The absence of this information will be interpreted as the author not wishing to remain anonymous. Winning entries may not remain anonymous, even if this has been expressly requested.

- Accreditation of the applicant's status as an architect, by providing the corresponding qualification.
- A declaration of responsibility in accordance with the European Single Procurement Document (ESCD) form, which must be signed by the tenderer and which will comply with Article 140.1.a) of the LCSP. This declaration model is attached to these Terms and Conditions as Annex II.

The European Single Procurement Document (ESPD) must be completed in accordance with the instructions set out in Commission Implementing Regulation (EU) 2016/7 of 5 January 2016 establishing the standard form of the European Single Procurement Document (ESPD) and in the Resolution of 6 April 2016 of the Directorate General for State Assets, which publishes the Recommendation of the Advisory Board for Administrative Procurement on the use of the European Single Procurement Document (ESPD) provided for in the new Public Procurement Directive. The recommendation of the JCCA is available at the following address: <https://www.boe.es/boe/dias/2016/04/08/pdfs/BOE-A-2016-3392.pdf>

- Document or documents accrediting the personality of the entrepreneur and the representation, if applicable, of the signatory of the proposal:
 - In the case of a natural person, National Identity Document, and in the case of a legal entity, Deed of Incorporation of the company or of modification, if applicable, registered in the Mercantile Register, when this requirement is established by the specific applicable legislation. If this is not the case, accreditation of the capacity to act will be carried out by means of the deed or document of incorporation, articles of association or founding act, in which the rules governing its activity are stated, registered, where appropriate, in the corresponding Official Register.
 - Powers of representation: The capacity to act of non-Spanish business persons who are nationals of Member States of the European Union shall be accredited by their registration in their appropriate register in accordance with the legislation of the respective State or by the presentation of a sworn statement or certificate, under the terms established by regulation, in accordance with the applicable EC provisions.

Non-Spanish entrepreneurs from States outside the European Union must accredit their capacity to act with a report from the Permanent Diplomatic Mission of Spain in the corresponding State or from the Consular Office in whose territorial area the company's domicile is located.

- If applicable, the commitment to form a temporary joint venture (UTE in Spanish), which will indicate the names and circumstances of those forming it and the participation of each one [Article 69.3 LCSP]. This document must be signed by the representatives of each of the companies constituting the joint venture, according to Annex III.
- Additional documentation required of all foreign companies: Foreign companies must include a declaration of submission to the jurisdiction of the Spanish Courts and Tribunals of any order, for all incidences that, directly or indirectly, may arise from the contract, a declaration with the waiver, where applicable, of the foreign jurisdiction that may correspond to the tenderer.
- As optional documentation, there is the model of Express Consent for the Dissemination of the works and acceptance of the precepts of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, relating to the protection of natural persons, which is included in Annex IV of these Terms and Conditions, so that those contestants who wish to give their consent must provide the aforementioned model duly completed. In any case, contestants who are awarded prizes will be asked to provide the aforementioned express consent form as an essential condition for the awarding of the prizes.
- Declaration of budget binding and acceptance of fees (Annex V).
- All documentation to be submitted by applicants must be original documents or copies, which must be authentic or certified in accordance with the relevant legislation in force.

14.3.- ENVELOPE NUMBER 2:

Denominated:

<<SOBRE Nº 2: Propuesta arquitectónica>>.

As the technical proposal must be submitted under LEMA in order to preserve the anonymity of the competitors, no name or sign that could directly or indirectly identify the author(s) of the works may appear anywhere in the documentation. Proposals that violate, by any means, the requirement of anonymity will be excluded from the competition.

Preliminary project documentation, to be delivered in a single PDF:

1. Report with an explanation of the project and its main ideas, main materials to be used, texture, qualities and colours in a maximum of 20 DIN A4, font size 12, 1.5 line spacing.

The preliminary draft must also contain:

- a) A descriptive report setting out the needs to be satisfied, the social, technical, economic and administrative factors taken into account in the problem to be solved and the justification of the proposed solution from the technical and economic points of view, as well as the corresponding basic data and calculations.
 - b) The general and overall situation plans necessary for the definition of the essential aspects of the work.
 - c) A budget of the work by chapters and sub-chapters, clearly specifying the content of each of them, as well as a summary of the general budget including all the expenses involved in the complete execution of the planned action.
 - d) A study on the possible breakdown of the pre-project into partial projects or phases of implementation, indicating the budget portions that will correspond to each one and the stages and deadlines foreseen for their implementation.
2. Graphic documentation: the PDF will also include an identical copy of the graphic documentation submitted in the repository in DIN A3 size.

14.4.- PRESENTATION OF GRAPHIC DOCUMENTATION (PANELS) IN THE REPOSITORY.

As the technical proposal must be submitted under LEMA in order to preserve the anonymity of the entrants, no name or sign that could directly or indirectly identify the author or authors of the works may appear anywhere in the documentation or in the file itself. Entries that violate, by any means, the requirement of anonymity will be excluded from the competition.

To be delivered as separate files in TIFF, JPG or PDF of suitable resolution (300 dpi), to be printed on DIN A1 size panels.

The number of panels shall not exceed SIX. They shall depict:

Plans, elevations, sections, perspectives and details of the aspects of architectural and

urban design which, in the opinion of the competitor, are necessary and appropriate to define his proposal, with free technique and scale.

Each panel will be labelled with the general title of the competition and the SLOGAN in the top right hand corner.

14.5.- Informative documentation:

The informative documentation will be available on the Public Sector Procurement Platform.

14.6.- The tenderers must expressly indicate, where appropriate, the documentation provided in their proposals that is confidential for the purposes stipulated in Article 14.3 of the LCSP.

14.7.- The contracting authority makes the Terms and Conditions, the Technical Specifications and other information referred to in Article 63 of the LCSP available to the tenderers on the Public Sector Procurement Platform for the purpose of adequately preparing their proposals.

15.- PROVISIONAL AND DEFINITIVE GUARANTEE.

In accordance with the provisions of Article 106 of the LCSP, the participants in the tender must not constitute a provisional guarantee. Likewise, in accordance with the stipulations of art. 107, second paragraph, of the LCSP, given the characteristics of this procedure, the winner of the tender will not be required to constitute a definitive guarantee, without prejudice to its appropriateness in the negotiated procedure, without advertising provided for in section 11 of these Terms and Conditions, in accordance with art. 168.d of the LCSP.

16.- ANONYMITY OF PROPOSALS.

16.1.- The works will be presented under the SLOGAN, which must appear on all the documents, in such a way that they remain anonymous until the jury's decision and the subsequent opening of envelope no. 1, comprising the administrative documentation and the identification of the participants.

16.2.- Competitors undertake, by the mere fact of submitting their proposal, not to disclose it, either by themselves or through any of the members of the team, prior to the Jury's decision, in order to guarantee anonymity and preserve the objectivity of the competition. Non-compliance with this commitment will result in the immediate disqualification of the proposal.

16.3.- Competitors may not communicate with members of the Jury in relation to the competition. Proposals that violate the contents of this clause will be excluded.

17.- OF THE JURY.

The jury will be constituted and will act in accordance with the provisions of art. 187 of the LCSP. It will be the body responsible for assessing and classifying the proposals submitted in order to determine the one it considers most appropriate for the purposes of the tender in accordance with the assessment criteria set out in section 18 of these Terms and Conditions and in accordance with the established list of prizes. Upon adoption of its decision, it will submit it to the Contracting Authority for approval and resolution of the tender.

Its actions shall be in accordance with the content of these Terms and Conditions and, supplementarily, with that established for collegiate bodies in Law 40/2015, of 1 October, on the Legal Regime of the Public Sector.

17.1.- Composition of the Jury.

In accordance with article 187.1 LCSP there will be no intervention of a contracting board. All those administrative or other functions not specifically attributed to the jury will be conducted by the services dependent on the contracting authority.

At the end of the deadline for the submission of project proposals, the Jury for this competition will be constituted, the composition of which is set out below. Given the purpose of the competition, 2/3 of the members of the Jury must have a degree in architecture or equivalent.

President:

- The President of the Provincial Council of Alicante or the Provincial Deputy to whom he/she delegates in a generic or specific manner for some specific session(s).

Secretary of the Jury

- An official of the Provincial Council of Alicante appointed by the contracting authority. He/she will have the right to speak but not to vote.
- Substitute: an official of the Provincial Council of Alicante appointed by the contracting authority.

Members:

- An architect appointed by the contracting authority.
- An architect appointed by the contracting authority at the proposal of Elche City Council.
- An architect of recognised international standing appointed by the contracting authority.
- An architect appointed by the contracting authority at the proposal of the Consejo Superior de Colegios de Arquitectos de España
- Two architects appointed by the contracting authority at the proposal of the Colegio Oficial de Arquitectos de la Comunitat Valenciana: one from the Region of Valencia and one from the national level.

Substitutes for the Members:

- Substitute 1: An architect appointed by the contracting authority.
- Substitute 2: An architect appointed by the contracting authority at the proposal of Elche City Council.

The substitutes will act in the constitution and functioning of the Jury in the event of non-attendance at a previously convened session of the corresponding titular member, Vocal Member or Secretary, according to the approved composition. The vocal member "Substitute 1st of the Vocal Members" will act in any Jury session previously convened for any Vocal Member who does not attend it; the "Substitute 2nd of the Vocal Members" will act in the same cases, when the "Substitute 1st of the Vocal Members" does not attend either, and, together with the latter, when two Vocal Members do not attend the same session, who will be substituted following the number of order of membership assigned to them in the composition of the Jury.

The identity of the members of the Jury will be published on the Public Sector Procurement Platform, in accordance with the provisions of the LCSP, for the purposes of being able to resolve possible incompatibilities according to the content of section 8 of these Terms and Conditions. This information will also be published on the competition website.

17.2.- Functions of the Jury.

The Jury will make its decisions in complete autonomy and independence, on the basis of preliminary projects submitted anonymously and in accordance with the criteria set out in these terms and conditions.

Preliminary projects submitted anonymously shall be understood to be those in which not only the name of the author does not appear, but also those which do

not contain data or indications of any kind that would allow the identity of the author(s) of the project to be known. Anonymity must be respected until the jury delivers its opinion or decision.

The functions of the Jury shall be:

- The analysis of the documentation and the definitive admission of the works received.
- The analysis of the proposals submitted and their evaluation.
- The monitoring and observance of the strict anonymity with which documentation must be examined.
- The reasoned proposal for the exclusion of those works that are not admitted, which will be recorded in the minutes and which may be due to the following causes:
 - Submission of proposals after the deadline or not in accordance with the provisions of these terms and conditions.
 - Inadequacy of the documentation provided for a proper evaluation of the proposal.
 - The submission of work that has already been published or disseminated, or the dissemination of proposals submitted before the announcement of results.
 - The existence of blatant inaccuracies and contradictions in the content of the proposal.
 - The submission of more than one proposal, individually or as members of one or more joint ventures.
 - Any attempt to put pressure on the members of the Jury, duly accredited.
 - Breach of anonymity by revealing the authorship of the proposal, whatever the means used, or by dissemination or publication of the proposal before the award in the terms established in section 13.2. of these Terms and Conditions.
- The reasoned proposal of the final decision in relation to all the winning entries to be included in the minutes.

17.3.-Functioning of the Jury.

The Jury shall be convened by its Chairman for its constitution for the purposes of analysing the documentation, admission and exclusion of the works submitted. The quorum for the valid constitution of the Jury and the exercise of these functions shall require the presence of at least two thirds of its members, and in any case,

the presence of the architect appointed by the contracting authority and of the Chairman and the Secretary. Decisions shall be taken by simple majority, with the chairman having a casting vote in the event of a tie.

In the act of constitution of the Jury, its members will declare on the non-existence of incompatibilities, provided for in general in the LCSP. In the event of the existence of any incompatibility, the member of the Jury affected by the same must abandon it and, in this case, another member will be appointed who meets the requirements of the member affected by the incompatibility.

The sessions of the Jury may be held in person or by videoconference, except for the resolution and awarding of the prizes, which will be held in person.

Minutes of each session held by the Jury shall be drawn up by the Secretary, which shall necessarily specify those in attendance, the agenda of the meeting, the circumstances of the place and time in which it was held, the main points of the deliberations, as well as the content of the resolutions adopted, attaching, where appropriate, any dissenting vote that may be expressed by a member of the Jury whose opinion disagrees with the majority.

As long as the decision has not been reached, the members of the Jury shall keep the deliberations secret and shall refrain from disclosing any information to which they have had access outside their sessions in the exercise of their duties.

A Technical Commission may be appointed to examine the documents submitted and issue technical reports on the most relevant aspects of each of the proposed works prior to the Jury's deliberations. In this case, the Technical Commission may issue the Jury with the technical reports it deems appropriate, although it may or may not maintain the criteria of the Technical Commission.

Under no circumstances may the opinion of the Technical Commission replace the Jury's own functions and the reasoned proposal of the final decision.

17.4.- Procedure for the deliberation, voting and adjudication of the Competition.

The corresponding services of the contracting authority shall open the proposals submitted in due time and form, and shall inform the Secretary of the Jury of the files submitted. Once the session has been held, the list of participants who have opted for the tender will be published on the Public Sector Procurement Platform, by their slogan.

The Jury validly constituted for this purpose under the terms set out in the preceding clause will carry out the selection procedure in accordance with the criteria established in these Terms and conditions, depending on the number of competitors and the quality of the proposals submitted, based on systems of discussion and successive discarding. In the case of voting systems, the winner will

be the proposal that obtains the highest number of votes in favour in each of the award categories, and in the event of a tie, there will be a new discussion; only after three tied votes will the casting vote of the President decide. Only the President may cast an abstention vote. The Secretary of the Jury shall have the right to speak but not to vote.

The Jury will collegially explain, and this will be recorded in the minutes, the reasons why it considers the winning proposals to be worthy of the prize. The minutes shall also record the progress of the discussion, indicating the successive discards that have been made.

Individual votes may be cast whenever one of the members of the Jury so requests.

The Jury's decision will indicate, by its slogan, which is the winning proposal, as well as those to which the other prizes, runners-up prizes and mentions correspond, where appropriate. The Jury will also issue a decision on the excluded entries, with the corresponding technical reasoning to support it.

Once the jury has reached a decision, it shall forward it to the contracting authority, which shall then award the design contest to the participant indicated by the jury.

Once the decision has been issued, the envelopes containing the administrative documentation (Envelope no. 1) of the winning proposal for the first prize and those corresponding to the second and third prizes, as well as the runners-up prizes and mentions, if applicable, will be opened in a public event to which all competitors will be called through the Public Sector Procurement Platform, at least **five days in advance**.

The deadline for the Jury's decision will be four months from the end of the deadline for the submission of proposals. If, due to the number of works submitted, it is not possible to meet this deadline, this circumstance will be announced on the Public Sector Procurement Platform, announcing a new date for the awarding of the prizes in the Competition.

18.- EVALUATION OF PROPOSALS

In order to select the prize-winning works, the jury, as provided for in Article 184.3 of the LCSP, will evaluate the proposals submitted, taking into account their quality and their technical, functional, architectural, cultural and environmental values, with the breakdown and weighting specified:

- Architectural quality of the proposals, up to 50 points.
- Adequacy of the proposals to the requirements of the functional programme that is the object of the tender, as well as their technical, economic and

constructive feasibility, up to 25 points.

- Cultural, natural and environmental values, up to 25 points.

III CONDITIONS OF EMPLOYMENT

19.- AWARDING OF PRIZES

19.1.- The contracting authority will award the tender in accordance with the proposal of the jury, including, where appropriate, the modifications necessary to guarantee its viability, always in agreement with the winner of the tender, and without substantially altering the winning proposal.

19.2.- The effective awarding of the prizes will be conditional on the presentation of the aforementioned documentation, and on it being correct and reliably demonstrating all the requirements contained in these Terms and Conditions.

19.3.- If the contracting authority observes defects or omissions that can be rectified in the administrative documentation presented by any of the winning proposals, it will notify the interested parties so that they can rectify these defects within a period of 3 working days.

19.4.- In the event that the tenderer whose proposal wins the first prize does not comply with the requirements demanded or does not rectify the defects, the contracting authority will render the jury's decision null and void and reserves the right to declare it void, after hearing the jury.

19.5.- The award by the contracting authority must be undertaken with full respect for the decision or resolution of the Jury, in accordance with the provisions of Article 187.8 of the LCSP.

19.6.- The award decision must be reasoned, and must be published on the Public Sector Procurement Platform within 15 days.

19.7.- The award and formalisation of the contract is subject to the suspensive condition of the existence of adequate and sufficient credit to finance the obligations of the contract in the corresponding financial year.

20.- DOCUMENTS PROVING PERSONALITY AND REPRESENTATION OF THE SUBSEQUENT CONTRACT.

Once the contract has been awarded, the successful tenderer will be required to present the following documentation within 10 working days of receiving this requirement, unless it has been provided previously, both from the tenderer and from those other companies whose capacities are being requested:

a) Those proving the personality of the entrepreneur, as follows:

- In the case of a natural person, National Identity Document, and in the case of a legal entity, Deed of Incorporation of the company or of modification, if applicable, registered in the Mercantile Register, when this requirement is required by the specific applicable legislation. If this is not the case, the accreditation of the capacity to act will be carried out by means of the deed or document of incorporation, articles of association or founding act, in which the rules governing its activity are stated, registered, where appropriate, in the corresponding Official Register.
- Powers of attorney.

The capacity to act of non-Spanish entrepreneurs who are nationals of Member States of the European Union shall be accredited by their registration in the appropriate register in accordance with the legislation of the respective State or by the presentation of a sworn declaration or a certificate, in the cases where the capacity to act is not a national of a Member State of the European Union.

Non-Spanish companies from States outside the European Union must accredit their capacity to act with a report from the Permanent Diplomatic Mission of Spain in the corresponding State or from the Consular Office in whose territorial area the company's domicile is located. In order to enter into works contracts, it will also be necessary for these companies to have a branch office in Spain, with the appointment of proxies or representatives for their operations, and for them to be registered in the Mercantile Register.

If several companies participate in the tender by forming a Temporary Joint Venture, the formal deed of incorporation of the Temporary Joint Venture must be provided. Likewise, they must appoint a sole representative or proxy for the joint venture with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its termination, without prejudice to the existence of joint powers that may be granted by the companies for collections and payments of significant amounts.

b) Compliance with the requirements of economic, financial and technical or professional solvency and professional qualification demanded in these terms and conditions.

In the event that it has used other companies to accredit its solvency, it must provide accreditation of effectively having the means that it has committed to devote or assign to the execution of the contract in accordance with Article 76.2 LCSP.

The documents must be originals or copies that are authentic or certified in

accordance with the legislation in force on the matter and in Spanish or by means of an official translation.

Where the tenderer is registered in the Official Register of Tenderers and Classified Companies in the Public Sector or appears in a national database of a Member State of the European Union, such as a virtual company file, an electronic document storage system or a pre-qualification system, and these are accessible free of charge to the aforementioned bodies, it is not obliged to present the supporting documents or other documentary proof of the data entered in the aforementioned places, and only the express declaration by the tenderer of its registration in the corresponding Register or database is necessary.

Entry in the Official Register of Tenderers and Classified Companies in the Public Sector shall exempt registered tenderers, in accordance with the information contained therein and unless proven otherwise, from the presentation in calls for tender of the tenderer's conditions of aptitude in terms of personality and capacity to act, representation, professional or business qualifications, economic and financial solvency, and classification, as well as accreditation of the absence of any prohibitions to contract that must be included therein.

If defects or omissions that can be rectified in the documentation submitted are observed, the interested party will be requested to correct or rectify them within a period of no more than three days.

21.- SPECIAL CONDITIONS FOR THE EXECUTION OF THE SUBSEQUENT CONTRACT

The following special conditions for the execution of the contract are laid down:

1. Commitment to promote and include in the architectural project the use of renewable energies, which must be described in the implementation project report.
2. The obligation of the successful tenderer of the contract to comply with national and EU data protection regulations, which is an essential contractual obligation in accordance with Article 211(1)(f).
3. During the execution of the contract, the company awarded the contract will adopt measures that facilitate the conciliation of personal, work and family life of the personnel performing the contract, and especially: Flexible working hours, adaptation of the working day to the school timetable, additional remuneration for nursery schools, etc.

22.- CONTRACT ASSIGNMENT.

The rights and obligations arising from this contract may not be assigned by the awardee to a third party given the personal nature of the services and the fact that the technical conditions are decisive for the award of the contract, in accordance with the provisions of Article 214 of the LCSP.

23.- SUBCONTRACTING.

23.1 Given the characteristics of critical services that the project and the management of the work that is the object of the contract have and the unitary nature of the project and the management of the work for its due execution, these services may under no circumstances be subcontracted, and must be executed by the main contractor or successful bidder, in accordance with the provisions of Article 215.2.e) of the LCSP.

23.2.- In the rest, the provisions of the specifications and the subcontracting system, regulated in Article 215 of the LCSP, must be complied with.

24.- INFORMATION RIGHTS OF COMPETITORS.

All competitors have the right to examine the works admitted for a period of one month from the communication of the Jury's decision. In the event that a public exhibition of the works is agreed, it will be understood that this right to information will be fulfilled by the opening of the exhibition to the public or its publication on the Public Sector Procurement Platform.

All the graphic and written documentation comprising the technical proposals of the various participants will remain in the possession of the organising body for the purpose of managing the publication of the results of the Competition.

25.- RIGHTS OF THE ORGANISING ENTITY.

The Provincial Council of Alicante may require the team or person winning the first prize to include in the development of the Project the suggestions that may appear as a result of the examination and resolution of the Jury, as well as those that may be pointed out subsequently, provided that they do not substantially alter the winning project, as well as to establish the development of the work as a whole or in phases.

26.- INTELLECTUAL PROPERTY RIGHTS AND EXPLOITATION RIGHTS.

26.1.- The authors shall retain the intellectual property of the works presented and the full moral rights recognised in the intellectual property legislation, which have the nature of unrenounceable and inalienable rights, in accordance with the

provisions of article 14 of Royal Legislative Decree 1/1996, of 12 April, such as the following:

1. Decide whether and in what form their work should be disseminated.
2. Determine whether such dissemination is to be made under his or her name, under a pseudonym or sign, or anonymously.
3. Demand recognition of his status as the author of the work.
4. Demand respect for the integrity of the work and to prevent any deformation, modification, alteration or attack against it that could be detrimental to its legitimate interests or harm its reputation.
5. Modify the work while respecting the rights acquired by third parties and the requirements for the protection of goods of cultural interest.
6. Withdraw the work from commerce, due to a change in its intellectual or moral convictions, after compensation for damages to the holders of exploitation rights.

If the author subsequently decides to resume the exploitation of his work, he should preferably offer the corresponding rights to the previous rightholder and under conditions reasonably similar to the original ones.

7. Access to the single or rare copy of the work, when it is in the possession of another, in order to exercise the right of disclosure or any other right to which he or she is entitled.

This right shall not allow the displacement of the work to be demanded and access to it shall be carried out in the place and in the manner that causes least inconvenience to the possessor, who shall be compensated, where appropriate, for the damages caused to him.

26.2.- The works submitted, not even those awarded prizes, may not be used for purposes other than those referred to in these Terms and Conditions, nor as material for the drafting of other projects by architects or engineers other than the respective authors.

26.3.- The winning competitor will assign to the Provincial Council of Alicante the rights of exploitation, reproduction, exhibition and publication of the proposals submitted to the competition, in accordance with intellectual property legislation and for the national and international scope, the purpose of this assignment being to publicise the competition and its results and to exhibit the works submitted.

26.4.- All participants in the competition cede to the Provincial Council of Alicante the corresponding exploitation rights for the purpose of publicising the competition and its results, such as the publication, dissemination and exhibition of the works submitted, although those participants who have not been awarded prizes and who have requested this will remain anonymous.

26.5.- The winning participants may not make any use or disclosure of the studies and documents produced as a result of their participation in the competition, either in part or in whole, without the express authorisation of the contracting authority.

26.6.- In the event that the execution is carried out by a third party external to the Provincial Council of Alicante, the latter may assign in favour of the third party the rights acquired over the work submitted by the winning entrant of the Competition.

26.7.- In accordance with the provisions of Article 308.1 of the LCSP, unless otherwise stipulated in the administrative clauses or in the contract document, service contracts whose object is the development and provision of products protected by an intellectual or industrial property right will entail the assignment of this to the contracting administration. In any case, and even when the assignment of intellectual property rights is excluded, the contracting authority may always authorise the use of the corresponding product to public sector entities, bodies, offices and entities belonging to the public sector.

27.- CONFIDENTIALITY

27.1.- Participants in this competition must respect the confidential nature of the information to which they have access on the occasion of the competition in general. They may not, without prior written authorisation from the contracting authority, publish news, drawings or photographs of the works that are the object of the tender, nor authorise third parties to publish them. The duty of confidentiality shall be in force for the duration of the contract and for five years following its termination.

27.2.- With regard to the contracting authority's duty of confidentiality, it may not disclose information provided by tenderers, which they have designated as confidential at the time of submitting their bid, affecting technical or commercial secrets and other information whose content may be used to distort competition. It may only be extended to documents that have a restricted distribution, but never to the entire content of the tender or to the content of reports and documentation, and in no case to documents that are publicly accessible, all in accordance with the provisions of article 133.1 of the LCSP.

28.- DATA PROTECTION.

28.1.- Without prejudice to the provisions of Article 28.2 of Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC, as the execution of the tender and of the contract subsequently arising therefrom requires the processing of personal data by the successful tenderer on behalf of the data controller, the following is established:

- a) The data shall be transferred solely for the execution of the competition and the subsequent contract arising therefrom and for the fulfilment of all the corresponding services and obligations. The data shall also be transferred for the purpose of advertising the calls for proposals and their results and the publication, dissemination and exhibition of the works.
- b) The obligation of the winner of the tender and successful tenderer of the contract to comply in all cases with national and European Union regulations on data protection, without prejudice to the provisions of the last paragraph of Article 202(1).
- c) The obligation of the company awarded to present, before the contract is formalised, a declaration stating where the servers will be located and from where the services associated with them will be provided.
- d) The obligation to communicate any changes that occur during the life of the contract to the information provided in the declaration referred to in point (c) above.
- e) The tenderer's obligation to indicate in his tender, if he intends to subcontract the servers or the services associated with them, the name or company profile, defined by reference to the conditions of professional or technical solvency, of the subcontractors to be entrusted with their performance.

28.2.- The aforementioned obligations are classified as essential, for the purposes of the provisions of letter f), of section 1, of Article 211 of the LCSP

28.3.- In all other respects, the data protection regime contained in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights will apply.

29.- EXHIBITION AND PUBLICATION. RETURN OF WORKS.

The Provincial Council of Alicante may disseminate all or part of the works submitted to the Competition through exhibitions and publications, citing their origin and authorship, except in those cases in which the competitors have expressly requested in the Application Form (Appendix I) to remain anonymous in the event that they do not win a prize.

Likewise, the Provincial Council of Alicante may publish all the works submitted on paper, digitally and even on the Internet under the same conditions established for the exhibition.

30.- PAYMENT OF PRIZES.

30.1.- Payment of the different prizes included in this competition will be made against an invoice issued by the respective winner, in respect of the prize received, for the amount corresponding to the amounts detailed in section 9 of these Terms and Conditions, to which the corresponding amount of VAT will be added.

If the winner of the first prize has entered the competition by means of a commitment to form a joint venture, this must be formalised prior to the issue of the corresponding invoice for the amount of the prize. For the winners of the remaining prizes, it will not be necessary to formalise this, so that each of the participants in the corresponding joint venture will issue an invoice for a percentage of the prize identical to that of their participation in the joint venture, in accordance with the documentation provided to take part in the project competition.

30.2 The Administration must pay the amount of the invoices within the term established in Article 198.4 of the LCSP. In the event of delay by the Administration in the payment of the price, the latter must pay the contractor, from the fulfilment of the stipulated term, the interest for delay and compensation for the costs of collection in the terms established in Law 3/2004, of 29th December.

30.3 The contractor may assign to a third party, by any of the legally established means, its right to collect the contract price, but for this assignment to take effect, and for the Administration to issue the payment order in favour of the assignee, the latter must be duly notified of the assignment agreement.

31.- GENDER REFERENCES.

In these terms and conditions, any reference that can be interpreted in the masculine gender necessarily also includes its homonym in the feminine gender and vice versa. The terms have been used in accordance with generally accepted practice and usage.

32.- FINAL DISPOSITION.

In the aspects not foreseen or regulated in these Terms and Conditions, the project tender will be governed by the rules of the open procedure in all that is not incompatible and also by the provisions regulating the contracting of services, in accordance with the provisions of Article 187.10 of the LCSP.

ANNEX I - APPLICATION TO PARTICIPATE

MR./MS.
with ID Card
number
Or, if applicable:

MR./MS.
with ID Card Number.
on behalf of
with Tax Identification
Number

Having been informed of the "ARCHITECTURAL PRELIMINARY DESIGN COMPETITION, WITH THE INTERVENTION OF A JURY, FOR THE CONGRESS CENTRE OF THE CITY OF ELCHE", organised by the Provincial Council of Alicante, by means of an open procedure.

- REQUESTS:

To take part in the aforementioned call for tenders announced by the contracting authority through publication in the BOE, OJEU, on the day..... of of.... The deadline for the submission of tenders was

The deadline for submission of applications is The author(s) of the pre-project is/are the author(s) indicated below:

NAME AND SURNAME:

NAME AND SURNAME:

-And declares that he/she has full capacity to act and that he/she is fully aware of and accepts the Terms and Conditions and Technical Specifications approved to regulate the Tender.

The following details of the interested party shall be provided for the purposes of notifications and requirements:

FIRST NAME

SURNAME

SURNAME

ADDRESS:

TELEPHONE/FAX E-MAIL

☐ In case of not being awarded a prize, it is preferred to remain anonymous both in the public exhibition of the works presented and in their possible publication on paper or on the Web (mark with an X in the box if yes).

Place, date and signature

In accordance with Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights and Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of such data, participants in the competition are informed that their personal data that they voluntarily provide will be included and treated confidentially in the file of the competition for which the Provincial Council of Alicante is responsible. By participating in the competition and filling in the corresponding documentation, participants expressly consent to the processing of their personal data. Likewise, participants may at any time exercise their rights of access, rectification, cancellation and opposition as recognised by law by writing to the secretariat of this Competition.

Telephone:	[.....]
E-mail:	[.....]
FAX	[.....]
Internet address (website address) (if applicable):	[.....]
General information:	Response:
Is the economic operator a micro, small or medium-sized enterprise?	[] YES [] NO
Only in case of reserved procurement: is the economic operator a sheltered workshop or a social enterprise or does it foresee that the contract will be implemented in the framework of sheltered employment programmes? If the answer is yes,	[] YES [] NO
What is the corresponding percentage of disabled or disadvantaged workers?	[.....]
If necessary, please specify to which category or categories belong to the disabled or disadvantaged workers concerned	[.....]
If so, is the economic operator registered in an official list of approved economic operators or does it have a certificate of approval? equivalent (e.g. in the framework of a national classification system)?	[] YES [] NO [] Not applicable
If yes: Please answer the remaining questions in this section, Section B and, where appropriate, Section C of this Part, complete, where appropriate, Part V, and in any case complete and sign Part VI. a) indicate the name of the list or certificate and the relevant registration or certification number: b) If the certificate of registration or certification is available in electronic format, please indicate: c) indicate the references on which the registration or certification is based and, where appropriate, the classification obtained in the official list: d) Does the registration or certification meet all the required selection criteria? e) An economic operator may submit a certificate in respect of the payment of the social security contributions and taxes or provide information that would allow the	a) [.....] (b) (address of the website, issuing authority or body, exact reference of the documentation): [.....][.....][.....][.....] c) [.....] d)...[] YES [] NO e)...[] YES [] NO

contracting authority or contracting entity obtain it directly from a national database of any Member State which can be consulted free of charge?	
If the relevant documentation is available in electronic format, please indicate:	(website address, issuing authority or body, exact reference of the documentation): [.....] [.....] [.....]
Form of participation:	Response:
Is the economic operator participating in the procurement procedure together with others?	[] YES [] NO
If yes , make sure that the other parties submit a DEUC form. separate.	
If yes	
a) Indicate the role of the economic operator within the group (main responsible, responsible for specific tasks, etc.).	a) [.....]
b) Identify the other economic operators participating in the procurement procedure jointly:	b) [.....]
c) If applicable, name of the participating group:	c) [.....]
Lots	Response:
Where applicable, indication of the lot(s) for which the economic operator wishes to submit a tender:	[]

B: INFORMATION ON THE ECONOMIC OPERATOR'S REPRESENTATIVES

Where appropriate, indicate the name and address of

Representation, if any:	Response:
Name and surname; together with date and place of birth, if applicable:	[.....]; [.....]
Position/Capacity in which he/she acts:	[.....]
Postal address:	[.....]
Telephone:	[.....]
E-mail:	[.....]
If necessary, please provide detailed information on the representation (its forms, scope, purpose, etc.).	[.....]

C: INFORMATION ON RECOURSE TO THE CAPACITY OF OTHER ENTITIES

Resource:	Response:
Does the economic operator rely on the ability of other entities to satisfy the selection criteria set out in Part IV and the criteria and standards (if any) referred to in Part V below?	[] YES [] NO

If yes, provide a separate DEUC form for each of the entities concerned, containing the information required in **Sections A and B of this Part and in Part III**, duly completed and signed by such entities.

This also includes technical staff or technical bodies not directly integrated into the economic operator's undertaking, in particular those responsible for quality control and, in the case of public works contracts, the technical staff or technical bodies at the disposal of the economic operator for the execution of the work.

Where relevant for the specific capacity(ies) relied upon by the economic operator, the information required in Parts IV and V shall be provided for each of the entities concerned.

Part III: Grounds for exclusion

A: GROUNDS RELATING TO CRIMINAL CONVICTIONS

Article 57(1) of Directive 2014/24/EU provides for the following grounds for exclusion:

1. Participation in a criminal organisation
2. Corruption
3. Fraud
4. Terrorist offences or offences linked to terrorist activities
5. Money laundering or terrorist financing
6. Child labour and other forms of human trafficking

Grounds relating to criminal convictions under the national provisions implementing the grounds set out in Article 57(1) of the Directive:	Response
Has the economic operator himself, or any person who is a member of his administrative, management or supervisory body or has powers of attorney, decision-making or control therein, been convicted by a final judgment for any of the reasons listed above, which has been handed down not more than five years previously or in which a period of exclusion has been directly established and remain applicable?	<p>[] YES [] NO</p> <p>If the relevant documentation is available in electronic format, please indicate: (website address, authority, etc.) or issuing body, exact reference of the documentation): [.....][.....][.....]</p>

<p>If yes, please indicate</p> <p>(a) Date of conviction, specifying which of points 1 to 6 is concerned and the reasons for the conviction:</p> <p>b) Identification of the convicted person</p> <p>(c) to the extent that it is directly set out in the conviction:</p>	<p>(a) Date: [], point(s): [], reason(s): [], reason(s): []</p> <p>b) []</p> <p>(c) Duration of the exclusion period [] and points of concern []:</p> <p>If the relevant documentation is available in electronic format, please indicate: (website address, authority, etc.) or issuing body, exact reference of the documentation): [.....] [.....] [.....]</p>
<p>In case of conviction, has the economic operator taken steps to demonstrate its credibility despite the existence of a relevant ground for exclusion ("self-correction")?</p>	<p>[] YES [] NO</p>
<p>If so, please describe the measures taken:</p>	<p>[.....]</p>

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

Payment of taxes or social security contributions:	Response										
<p>Has the economic operator fulfilled all its obligations relating to the payment of taxes or social security contributions, both in the country in which it is established and in the Member State of the contracting authority or contracting entity, if different from its country of establishment?</p>	<p>[] YES [] NO</p>										
<p>If no, please indicate:</p> <p>a) Country or Member State concerned</p> <p>b) How much is the amount in question?</p> <p>c) How has this non-compliance been established?</p> <p>1) Through an administrative or judicial decision</p> <p>- Is this decision final and binding?</p>	<table border="1"> <thead> <tr> <th data-bbox="791 1597 1110 1686">Taxes</th> <th data-bbox="1110 1597 1367 1686">Social contributions</th> </tr> </thead> <tbody> <tr> <td data-bbox="791 1686 1110 1776">a) [.....]</td> <td data-bbox="1110 1686 1367 1776">c) []</td> </tr> <tr> <td data-bbox="791 1776 1110 1865">b) [.....]</td> <td data-bbox="1110 1776 1367 1865">d) []</td> </tr> <tr> <td data-bbox="791 1865 1110 2000">c1) [] YES [] NO</td> <td data-bbox="1110 1865 1367 2000">(c1) [] YES [] NO</td> </tr> <tr> <td data-bbox="791 2000 1110 2049">- [] YES [] NO</td> <td data-bbox="1110 2000 1367 2049">- [] YES [] NO</td> </tr> </tbody> </table>	Taxes	Social contributions	a) [.....]	c) []	b) [.....]	d) []	c1) [] YES [] NO	(c1) [] YES [] NO	- [] YES [] NO	- [] YES [] NO
Taxes	Social contributions										
a) [.....]	c) []										
b) [.....]	d) []										
c1) [] YES [] NO	(c1) [] YES [] NO										
- [] YES [] NO	- [] YES [] NO										

<p>- indicate the date of the conviction or sentence</p> <p>- In case of conviction, and provided that it is directly stated in the conviction, duration of the exclusion period</p> <p>(2) By other means. Please specify:</p> <p>(d) has the economic operator fulfilled its obligations by payment or binding agreement for the payment of any taxes or social security contributions due, including, where appropriate, any interest due or fines imposed?</p>	<p>- [.....]</p> <p>- [.....]</p> <p>(c2) [] YES [] NO</p> <p>(d) [] YES [] NO If yes, please specify: []</p>	<p>- [.....]</p> <p>- [.....]</p> <p>(c2) [] YES [] NO</p> <p>(d) [] YES [] NO If yes specify: []</p>
<p>If the relevant documentation relating to the payment of taxes or social security contributions is available in electronic format, please indicate:</p>	<p>(website address, authority or issuing authority, exact reference of the documentation): [.....] [.....] [.....]</p>	

C: GROUNDS RELATING TO INSOLVENCY, CONFLICT OF INTEREST OR PROFESSIONAL MISCONDUCT

It should be noted that for the purposes of this procurement, some of the following grounds for exclusion may have been more precisely defined in national legislation, in the relevant notice or in the tender documents. Thus, national legislation may, for example, provide that the concept of 'grave professional misconduct' covers several different forms of behaviour.

Information relating to any possible insolvency, conflict of interest or professional misconduct	Response
<p>To the best of its knowledge, has the economic operator failed to fulfil its obligations in the fields of labour, social and environmental legislation?</p>	<p>[] YES [] NO</p> <p>If yes, has the economic operator taken steps to demonstrate its credibility despite the existence of this ground for exclusion ("self-correction")?</p> <p>[] YES [] NO If yes, please describe the measures taken:</p> <p>[.....]</p>

<p>Is the economic operator in any of the following situations?</p> <p>a) Bankrupt</p> <p>b) Subject to insolvency or winding-up proceedings</p> <p>c) It has entered into an agreement with its creditors</p> <p>d) In any analogous situation arising from a similar procedure under national laws and regulations</p> <p>e) Its assets are being administered by a liquidator or by a court</p> <p>f) Its business activities have been suspended</p> <p>If yes:</p> <p><input type="checkbox"/> Specify:</p> <p><input type="checkbox"/> indicate the reasons why the operator is nevertheless capable of performing the contract, taking into account applicable national provisions and measures concerning the continuation of the activity under such circumstances</p> <p>If the relevant documentation is available in electronic format, please indicate:</p>	<p>[] YES [] NO</p> <p><input type="checkbox"/> [.....]</p> <p><input type="checkbox"/>]</p> <p>[.....]</p> <p>(website address, issuing authority or body, exact reference of the documentation):</p> <p>[.....] [.....] [.....]</p>
<p>Has the economic operator been found guilty of grave professional misconduct?</p> <p>If yes, please specify:</p>	<p>[] YES [] NO</p> <p>[.....]</p> <p>If yes, has the economic operator taken self-corrective measures?</p> <p>[] YES [] NO</p> <p>If yes, please describe the measures taken:</p> <p>[.....]</p>
<p>Has the economic operator entered into agreements with other economic operators aimed to distorting competition?</p> <p>If yes, please specify:</p>	<p>[] YES [] NO</p> <p>[.....]</p> <p>If yes, has the economic operator taken self-corrective measures?</p> <p>[] YES [] NO</p> <p>If yes, please describe the measures taken:</p> <p>[.....]</p>
<p>Is the economic operator aware of any conflict of interest due to his or her</p>	<p>[] YES [] NO</p>

Participation in the procurement procedure? If yes , please specify:	 [.....]
Has the economic operator or any undertaking connected with it advised the contracting authority or contracting entity or been otherwise involved in the preparation of the procurement procedure? If yes , please specify:	[] YES [] NO [.....]

Has the economic operator experienced the early termination of a previous public contract, a previous contract with a contracting entity or a previous concession contract or the imposition of damages or other comparable penalties in relation to that previous contract? If yes , please specify:	[] YES [] NO [.....] If yes , has the economic operator taken self-corrective measures? [] YES [] NO If yes , please describe the measures taken: [.....]
Can the economic operator confirm that: a) Has not been guilty of serious misrepresentation in supplying the information required to verify the absence of grounds for exclusion or the fulfilment of the selection criteria, b) It has not withheld such information, c) It has been able to submit without delay the supporting documents required by the contracting authority or contracting entity, and d) You have not attempted to unduly influence the decision-making process of the contracting authority or contracting entity, to obtain confidential information that could give you undue advantage in the procurement procedure, or to negligently provide misleading information that could have a material influence on the exclusion, selection or award decisions?	[] YES [] NO

D: OTHER GROUNDS FOR EXCLUSION WHICH MAY BE PROVIDED FOR IN THE NATIONAL LAW OF THE MEMBER STATE OF THE CONTRACTING AUTHORITY OR CONTRACTING ENTITY

Purely national grounds for exclusion	Response:
Do the purely national grounds for exclusion specified in the relevant notice or procurement documents apply?	[] YES [] NO

If the documentation required in the relevant notice or procurement documents is available in electronic format, please indicate:	(website address, issuing authority or body, exact reference of the documentation): [.....][.....][.....]
If any of the purely national grounds for exclusion apply , has the economic operator taken remedial action? If yes , please describe the measures taken:	[] YES [] NO [.....]

Part IV: Selection criteria

With regard to the selection criteria (section A of this part), the economic operator declares that:

A: OVERALL INDICATION RELATING TO ALL SELECTION CRITERIA

The economic operator should only complete this box if the contracting authority or contracting entity has indicated in the relevant notice or in the procurement documents to which the notice refers that the economic operator may limit itself to completing Part IV, section a by omitting any other section of Part IV.

Fulfilment of all selection criteria	Response:
Meets the required selection criteria:	[] YES [] NO

Part V: Reducing the number of qualified candidates

Not applicable in open procedures

Part VI: Final Declarations

The undersigned formally declares that the information provided in parts II - V is accurate and truthful and has been provided in full knowledge of the consequences of a serious misrepresentation.

The undersigned formally declares that he/she/they will be able to provide the certificates and other types of documentary evidence referred to without delay upon request, except in the case that:

- (a) the contracting authority or contracting entity has the possibility of obtaining the supporting documents concerned directly by accessing a national database of any Member State which may be consulted free of charge, or
- b) from 18 October 2018 at the latest, the contracting authority or contracting entity is already in possession of the documents in question.

I/We, the undersigned, formally consent to [indicate the contracting authority or contracting entity as listed in Part I, Section A] having access to the documents supporting the information provided in [indicate the relevant part/section/item(s)] of this European Single Procurement Document, for the purpose of [indicate the procurement procedure: (short description, publication reference in the Official Journal of the European Union, reference number)].

Date, place and signature(s): [.....]

ANNEX III.- COMMITMENT TO FORM A TEMPORARY JOINT VENTURE/PROFESSIONAL ASSOCIATION (UTE).

Having knowledge of the announcement of the “ARCHITECTURAL PRELIMINARY DESIGN COMPETITION, WITH THE INTERVENTION OF A JURY, FOR THE CONGRESS CENTRE OF THE CITY OF ELCHE” organised by the Provincial Council of Alicante, hereby:

MR. / MRS. ,

with ID No. , at on behalf of y representation of

D. / MS. / MS. , with ID No. , at on behalf of y representation of (etc., if applicable)

State their commitment to form a Temporary Joint Venture in the event of winning any of the prizes in the aforementioned Competition, agreeing to the following percentages of participation of each of the components that will form the T.J.U:

Name and surname (%)	TAX ID	Percentage of participation in the joint venture (%)
----------------------	--------	--

.....
.....

They also agree to designate as their sole representative and interlocutor with the Administration Administration, . a MR. / MRS..... with ID No.... with the following details for notification purposes:

Address at.....CP.....Street/Plaza
Landline phone.....Mobile phone.....
E-mail

And for the record, for the purposes of participating in the above-mentioned invitation to tender, the following sign this declaration: (all company representatives)

Signed: In , on

In accordance with Organic Law 3/2018, of 5 December, on the protection of personal data and guarantee of digital rights and Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of such data, participants in the competition are informed that their personal data that they voluntarily provide will be included and treated confidentially in the file of the competition for which the Provincial Council of Alicante is responsible. By participating in the competition and filling in the corresponding documentation, participants expressly consent to the processing of their personal data. Likewise, participants may at any time exercise their rights of access, rectification, cancellation and opposition as recognised by law by writing to the secretariat of this Competition

ANNEX IV.- "EXPRESS DECLARATION OF CONSENT TO THE DISSEMINATION OF WORKS AND ACCEPTANCE OF THE PROVISIONS OF REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 27 APRIL 2016 ON THE PROTECTION OF NATURAL PERSONS".

Team Name:

Name of Team Representative:

Representative's National Identity Card:

REQUESTED:

☐

Consent for the use of information for the development of the **ARCHITECTURAL PRELIMINARY DESIGN COMPETITION, WITH THE INTERVENTION OF A JURY, FOR THE CONGRESS CENTRE OF THE CITY OF ELCHE** and all its related activities, as well as for the exploitation and dissemination rights referred to in these Terms and Conditions.

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons and repealing Directive 95/46/EC (General Data Protection Regulation), participants in the competition are requested that their personal data may be included and treated confidentially in the competition file for which the (contracting authority). By ticking this box, participants expressly consent to the processing of their personal data. Likewise, participants may at any time exercise their rights of access, rectification, cancellation and opposition as recognised by law by writing to the secretariat of this Competition.

Place, date and signature

ANNEX V: DECLARATION OF BUDGET BINDING AND ACCEPTANCE OF FEES

“ARCHITECTURAL PRELIMINARY DESIGN COMPETITION, WITH THE INTERVENTION OF A JURY, FOR THE CONGRESS CENTRE OF THE CITY OF ELCHE”

(Name)

in its own name (and on behalf of the team)

DECLARES:

That for the drafting of the preliminary project presented for the Congress Centre of the City of Elche, the budget expressed in Annex IV of the Technical Specifications has been taken into account.

Likewise, in the event of being the winner of the tender, he/she accepts the fees and conditions set out in Annex IV of the Technical Specifications and undertakes to present a proposal in the negotiated contract without advertising resulting from this Preliminary Design Competition.

(locality) at * of * from _____

Fdo. _____ **(digitally sign)**