

**FILE NO.: D154-2025/1**

**DOCUMENT: SCHEDULE OF SPECIFIC ADMINISTRATIVE CLAUSES FOR TENDERS SELECTED BY JURY FOR THE EXPANSION AND REHABILITATION OF THE MUSEU NACIONAL D'ART DE CATALUNYA AND THE AWARD OF SERVICE CONTRACT FOR THE PREPARATION OF PRELIMINARY PROJECT FOR THE EXPANSION AND REHABILITATION OF THE MUSEU NACIONAL D'ART DE CATALUNYA, INCLUDING THE POSSIBLE AWARD OF SUBSEQUENT WORKS LISTED AS "POSSIBLE SUBSEQUENT AWARDS"**

*Nomenclature:*

*STAGE 1: Tender with selection by jury of the Museu Nacional d'Art de Catalunya expansion and rehabilitation project and the award of service contract for the preparation of preliminary project for the expansion and rehabilitation of the Museu Nacional d'Art de Catalunya*

*STAGE 2: Possible future awards listed as "possible subsequent awards" in the tender.*

*N.B.: These contract packages and documents are available on the Contractor Profile for the Museu Nacional d'Art de Catalunya, in Catalan, Spanish and English. In the event of discrepancy between the different versions, the Catalan language version will prevail.*

## CONTRACT CHARACTERISTICS TABLE

**A. Purpose of this contract:** Tender of projects to be selected by jury for the expansion and rehabilitation of Museu Nacional d'Art de Catalunya, and the award of the service contract for the preparation of the preliminary project for the expansion and rehabilitation of the Museu Nacional d'Art de Catalunya, as well as the possible award to tender recipients of the subsequent works listed as "Possible subsequent awards" in Section B of the contract characteristics table (hereinafter, the "CCT"), in accordance with Articles 183 et seq., 168.d) and 170.2 of Spanish Law 9/2017 of 8 November regulating public sector contracts (Llei de Contractes del Sector Públic, hereinafter, the "LCSP"), and Article 18.2 of Catalan Law 12/2017 of 6 July on Architecture.

This contract shall be awarded by means of a project tender, with the winner being selected by the jury, subject to harmonised rules and occurring over two phases (STAGE 1).

The services listed as "possible subsequent awards" in section B of the CCT in these tender specifications may be awarded through a negotiated procedure without publication (STAGE 2) with the contractor selected during STAGE 1, in accordance with the provisions of Articles 168.d) and 185.4 of LCSP and the provisions of these tender specifications.

<b>STAGE 1: Present tender</b>
Prior studies and preliminary project

<b>STAGE 2: Possible subsequent awards</b>
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Basic architectural design and installations project
Architectural design and installation executive project
Works management and final certification
Environmental permit (for project and works)

Said possibility does not grant any rights to the successful party.

If the negotiated procedure foreseen for STAGE 2 finishes without the contract being awarded due to unforeseeable circumstances (withdrawal of the bid by the successful party, etc.), the Museum may procure the works described as "possible subsequent awards" through the appropriate procedure.

The Common Procurement Vocabulary (CPV code is 71000000-8\*.

*\*Commission Regulation (EC) No 213/2008 of 28 November 2007 amending Regulation (EC) No 2195/2002 of the European Parliament and of the Council on the Common Procurement Vocabulary (CPV) and Directives 2004/17/EC and 2004/18/EC of the European Parliament and of the Council on public procurement procedures, as regards the revision of the CPV.*

Place of execution: see the document entitled "Functional plan for the New Museu Nacional d'Art de Catalunya" (Annex A to the technical tender specifications).

Nomenclature of territorial units for statistics (NUTS): ES511 – Barcelona

## **B. Financial details of the contract**

- System for setting price: lump sum.

- **Base tender budget (BTB):** The maximum price for the provision of the preliminary project drafting service is €1,303,358.99 (one million three hundred and three thousand three hundred and fifty-eight euros and ninety-nine cents), including VAT.

<b>BASE TENDER BUDGET</b>	<b>AMOUNT</b>
Preliminary studies + project fees	€1,077,156.19
21% VAT	€226,202.80
<b>Base tender price, VAT included</b>	<b>€1,303,358.99</b>

- **Estimated contract value (ECV):** €6,851,693.97 (six million eight hundred and fifty-one thousand six hundred and ninety-three euros and ninety-seven cents), excluding VAT.

The ECV includes:

- Possible amendment to the service contract of up to 20% of the price for services related to drafting the preliminary project, in accordance with clause L.

Maximum amendment amount: €215,431.24 (two hundred and fifteen thousand four hundred and thirty-one euros and twenty-four cents), excluding VAT.

- Possible subsequent awards for drafting the documents of the basic and executive project and the works management, in accordance with Articles 168 d) and 185.4 of the LCSP and Article 18.2 of the Law on Architecture.

A negotiated procedure without publication shall begin with the winner of the project tender for the joint procurement of these services, with a value of €4,230,045.40 (four million two hundred and thirty thousand and forty-five euros and forty cents), excluding VAT, broken down as follows:

Basic architectural design and installations project	€718,104.12
Architectural design and installation executive project (including project health and safety study)	€1,652,665.35
Works management and settlement of the finalisation of the construction works	€1,795,260.31
Environmental permit (for project and works)	€64,015.62

- Possible amendment to the contract for services corresponding to possible subsequent awards, up to 20% of the price, in accordance with clause L.

Maximum amendment amount: €846,009.08 (eight hundred and forty-six thousand and nine euros and eight cents), excluding VAT.

- Possible extension to Works Management term in the event of an extension to the works implementation deadline, provided that the delay is not directly attributable to the tenderer, for a maximum of six months.

Maximum amendment amount: €359,052.06 (three hundred and fifty-nine thousand and fifty-two euros and six cents), excluding VAT.

- Includes applicable financial compensation up to a maximum of €124,000.00 (one hundred and twenty-four thousand euros), excluding VAT, broken down as follows:

- Compensation, during the second phase of the tender, for the proposals submitted by the four non-winning finalists who meet the selection criteria, of €30,000.00 (thirty thousand euros) each, excluding VAT (Article 183.4 of the LCSP).

Total compensation: €120,000.00 (one hundred and twenty thousand euros), excluding VAT.

- Compensation to the four members of the Architects' Association of Catalonia (COAC) for attending the meetings, of €1,000 (one thousand euros) each, excluding VAT:

Total compensation: €4,000.00 (four thousand euros), excluding VAT.

Table summarising the calculation of the ECV

<b>ESTIMATED CONTRACT VALUE (ECV)</b>	<b>AMOUNT (excluding VAT)</b>
<b>Base tender budget:</b>	
Preliminary studies + project fees	€1,077,156.19

<b>Possible amendment to preliminary studies + project (max. 20%)</b>	€215,431.24
<b>Possible subsequent awards*:</b>	
Basic architectural design and installations project	€718,104.12
Architectural design and installation executive project (including project health and safety study)	€1,652,665.35
Works management and settlement of the finalisation of the construction works	€1,795,260.31
Environmental permit plans (for the project and the construction work)	€64,015.62
<b>Possible amendment to subsequent awards (max. 20%)</b>	€846,009.08
<b>Possible extension to Works Management**</b>	€359,052.06
<b>Prize for finalists***</b>	€120,000.00
<b>Compensation for jury***</b>	€4,000.00
<b>TOTAL ECV, excluding VAT</b>	<b>€6,851,693.97</b>

*\*Possible subsequent awards: subsequent contracts related to the subject of these tender specifications can be awarded to the successful party of this tender. In this event, the Museum may begin*

*the corresponding negotiated procedure without publication under Articles 168.d) and 170.2 of the LCSP and Article 18.2 of the Law on Architecture. In the event of unforeseen circumstances, whether of an economic or other nature, that, in the opinion of the Museum, prevent said procurement from taking place, the successful party shall not receive any amount corresponding to loss of profit or compensation for any reason.*

*\*\*Works Management may be extended in the event of an extension to the works implementation deadline, provided that the delay is not directly attributed to the successful party, for a maximum of six months.*

*\*\*\*The prizes granted to the finalists and the compensation for the jury members shall be carried out through separate payment files.*

Procurement of the works implementation management and health and safety coordination are not included as part of this tender and shall be put out to tender separately.

The funds required to pay for this procurement shall be charged to budget line 610000131 Construction work in progress. Tangible fixed assets of the budget foreseen for 2025.

Possible subsequent awards shall be charged to the estimated budgets for the years 2025 to 2029.

In compliance with the provisions of Articles 116 et seq. of the LCSP, given that financial obligations arise from this tender for the financial years 2024 and 2025, and even up to 2029 if the possible subsequent

contracts are ultimately executed, this shall be considered an anticipated expense.

Division into batches: Not applicable. The purpose of the contract is to draft a complex and comprehensive project, and to manage the work corresponding to said project, for a specific and defined purpose, which is expected to be executed by a single contractor. The project tender and the possible subsequent award through a negotiated procedure without publication may not be divided into different batches, given that the drafting of the project and the implementation of the Works management must be performed by the same contractor. Allocating the implementation to another contractor would make it too difficult from a technical perspective as it would jeopardise the project and lead to unsatisfactory results for the Museum.

**C. Guarantee bond:** Not applicable.

**D. Financial and technical solvency:** The required solvency is indicated in Annex II to these tender specifications.

**E. Implementation deadlines:**

E.1 STAGE 1: Preliminary studies and drafting of the preliminary Museum expansion and rehabilitation project: Two months following signature of the contract.

The following deadlines shall apply to possible subsequent awards:

E.2 STAGE 2 (negotiated procedure without publication): Drafting of the basic and final plans: Following formalisation of the negotiated procedure without publication:

- Delivery of basic project (mock-up): Two months following review of the preliminary project.
- Delivery of definitive basic project: Two months following review of the mock-up basic project.
- Delivery of executive project (mock-up): Four months following delivery of the definitive basic project.
- Delivery of definitive executive project: Four months following third-party review of mock-up executive project.

E.3 STAGE 2: Works Management: This service complements the implementation of the works being managed; therefore, it shall be required for the same amount of time as initially expected for the implementation and completion of the works. This is expected to take around 30 months.

This service may be extended by six months in the event that the work works implementation schedule is also extended.

Given the nature of the contract, deadlines may not be consecutive. This shall not imply the amendment to the contract or the payment of any additional expenses by the Museum.

The guarantee period for drafting the preliminary project shall be three months following certification of the proper performance of the service. Once this guarantee period has elapsed with no objection from the person responsible for the contract, the guarantee paid shall be returned.

The guarantee period for stage 2 shall be 24 months from the date that the worksite is handed over to guarantee the proper implementation of the

work. Once this guarantee period has elapsed with no objection from the person responsible for the contract, the guarantee paid shall be returned.

**F. Alternative solutions:** Alternatives to the conditions or implementation schedule of the object of this contract shall not be permitted. If a bidder submits various alternatives in their proposal, none of them shall be considered and therefore he will be excluded from the tender.

**G. Assignment:** In accordance with the provisions of Article 214 of the LCSP.

**H. Subcontracting:** In accordance with the provisions of Article 215 of the LCSP.

A maximum of 90% of the project may be subcontracted.

In accordance with the provisions of Clause 11 of the administrative tender specifications, if the company intends to subcontract part of the project, it must indicate so in the European Single Procurement Document (ESPD) and specify the subcontractors.

The subcontractors indicated in the ESPD may not be replaced by others during the term of the contract without due justification for their replacement and without the prior approval of the person responsible for the contract.

The Museum shall safeguard payments to subcontractors under Article 217 of the LCSP.

**I. Definitive guarantee:** The definitive guarantee for the drafting of the preliminary Museum expansion and rehabilitation project – equal to 5% of the tender amount, excluding VAT – shall be paid to the Museu Nacional

d'Art de Catalunya and deposited in the Public Depository of the Government of Catalonia or any of its regional offices.

The definitive guarantee of the possible subsequent awards shall be paid in the same manner.

If the tenderer is a temporary joint venture, the definitive guarantee may be paid by one or several of the companies that comprise it, as long as they reach the required amount and all companies involved in the temporary joint venture agree to be held jointly and severally liable.

**J. Payment of the tender amount:**

1. A single invoice shall be paid for delivery of the preliminary project.
2. Possible subsequent awards shall be paid in instalments, with an invoice issued for each document delivered during the drafting of the project, once reviewed by the Museum's technicians and the person responsible for the contract.
3. During the works implementation stage, invoices shall be sent monthly for the proportional amount corresponding to the exact stage of the execution schedule.

Payment breakdown:

<b>PAYMENT</b>	<b>AMOUNT</b>
<b>Current tender (STAGE 1)</b>	
Preliminary project	€1,077,156.19
<b>Possible subsequent awards (STAGE 2)</b>	

Delivery of mock-up basic plans:	€359,052.06
Delivery of definitive basic plans:	€359,052.06
Delivery of mock-up final plans, including project health and safety study and environmental permits	€845,537.36
Delivery of definitive final plans, including project health and safety study and environmental permits	€845,537.36
Works management without certification, including final environmental permit application	€1,564,400.80
Final work certificate	€256,465.76
Payment (excluding VAT)	€5,307,201.59
21% VAT	€1,114,512.33
<b>Payment, including VAT</b>	<b>€6,421,713.92</b>

All planned payments shall be made upon completion of each service (preliminary project and, if applicable, delivery of documents, and monthly payments during execution of the work), once approved by the Museum's person responsible for the contract.

The person responsible for the contract must give their approval within 20 days of receipt of the documentation.

Payments shall be made by bank transfer following issuance of the corresponding electronic invoice, in accordance with the provisions of Article 198 of the LCSP and the provisions of the procurement tender specifications.

Tax details of the Museum:

Museu Nacional d'Art de Catalunya

Palau Nacional, Parc de Montjuïc

08038 Barcelona, Spain

Tax ID no.: Q5856250E

The invoice codes are as follows (DIR3):

Processing unit: A09006500 MUSEU NACIONAL D'ART DE CATALUNYA

Managing office: A09006500 MUSEU NACIONAL D'ART DE CATALUNYA

Accounting office: A09006500 MUSEU NACIONAL D'ART DE CATALUNYA

The invoice codes shall be sent to the successful party in the text of the contract for each service (preliminary project contract and possible subsequent awards contract).

**K. Price adjustment:** No price adjustments are foreseen.

**L. Amendment to the contract:** Amendments may be made to the contract for this tender and the possible subsequent negotiated procedure without publication. In both cases, the contract price may be adjusted by a maximum of 20% (excluding VAT) under Article 204 of the LCSP.

Amendments may be made for the following reasons:

- There is a need to split the project into separate documents in order to perform technical verification and streamline the administrative process.
- There is a need to split the drafting of the project into different scopes or phases to allow the different parts of the work project to be

put out to tender separately, when each phase involves the delivery of a document.

- There is a need to resolve incidents caused by implementation of the project which make it necessary to perform new actions or which impact the project's scope of work, but which are still absolutely necessary in order to perform the actions indicated in the project.
- They are required as a result of changes to urban planning, accessibility, safety or technical specifications or amendments to applicable laws made following award of the contract.
- They are required as a result of changes or modifications to the installations requested by the operator and/or promoter, or technological modifications that were not known at an earlier date.
- They are required as a result of changes or adjustments to the building or structural solution or to technical criteria at the request of the operator and/or promoter and/or authorities, not due to errors or omissions in the project, which are requested following the total or partial delivery of any document during any phase of the project or following their approval.
- There is a need to increase the scope of work at the request of the operator and/or promoter and/or authorities following the total or partial delivery of any document during any phase of the project or following their approval, as long as the scope of the project is not altered.

The contract may be subject to any legally permitted amendments or resolutions with the purpose of applying the corresponding budget stability measures, which shall be done in the public interest.

However, apart from the above-mentioned cases, once the contract has been executed, amendments may only be made when any of the criteria provided for in Article 205 of the LCSP are met. These amendments may not alter any of the essential elements of the contract, and only those that are strictly necessary may be made. The essential elements shall be considered altered in any of the cases provided for in Article 205.2 c) of the LCSP.

#### **M. Processing:**

This tender shall follow the ordinary procedure, set out in Article 116 of the LCSP, as follows:

- STAGE 1: Current tender (in two phases): Selection by the tender jury of the Museu Nacional d'Art de Catalunya expansion and rehabilitation project, and award of the contract for services related to drafting the preliminary Museu Nacional d'Art de Catalunya expansion and rehabilitation project, awarded in accordance with applicable regulations on public procurement (Articles 183 to 187 LCSP), subject to harmonised rules and occurring over two phases or rounds.
- STAGE 2: Award of possible subsequent awards (list of "possible subsequent awards" in section A of the CCT) to the winner of STAGE 1 through a negotiated procedure without publication, in accordance with the provisions of Articles 168.d) and 185.4 of the LCSP and the indications of these tender specifications.

STAGE 1: The first phase (or round) shall be open to everyone and published in the Official Journal of the European Union (OJEU) and on the Museum's contractor profile on the Catalan Public Procurement Platform (Plataforma de Serveis de Contractació Pública - PSCP).

Tenderers who are finalists in the first round shall be invited to the second, and once all evaluation criteria have been applied, the tenderer with the best-rated proposal shall be offered the tender.

The second tender, regarding possible subsequent awards, shall follow a negotiated procedure without publication (Article 18 of the Law on Architecture) via the PSCP and be awarded to the tenderer that wins STAGE 1 of the tender.

Museum contractor profile:

<https://contractaciopublica.cat/en/perfils-contractant/detall/203909?categoria=0>

Proposals for the two phases of the first tender shall be submitted via the Catalan Government's *Sobre Digital* (Digital Envelope) tool, in accordance with Additional Provision 15.3 of the LCSP.

Since all notices regarding this tender shall be published on the PSCP, tenderers must register for this specific tender process in the "Register" ("Subscriure's") section of the contractor profile in order to stay duly informed at all times.

#### **N. Assessment criteria for the first and second phases of STAGE 1:**

In accordance with the provisions of Article 145.4 of the LCSP, and as indicated in Annex III of these tender specifications:

FIRST TENDER PHASE:

Criteria for evaluating the initial idea of the technical proposal (envelope B),  
with a maximum of 100 points.

The following evaluation criteria shall be applied, which are listed in descending weighted order:

1. Compliance with the programme and functional quality of the proposal, up to 40 points.
2. Architectural quality of the proposal, taking into consideration existing structures, up to 40 points.
3. Environmental and energy sustainability of the proposal, up to 10 points.
4. Financial aspect of the proposal, up to 10 points.

Tenderers must obtain a minimum of 50 total points in the assessment to be selected.

In the first phase, a maximum of five (5) tenderers shall be selected to advance to the second, final phase. These five tenderers shall be the ones with the highest scores (provided they have reached the minimum technical score of 50 points).

SECOND TENDER PHASE:

1. Criteria for evaluating the development of the technical proposal (envelope C). A score is given out of 100.

The following evaluation criteria shall be applied, which are listed in descending weighted order:

1. Compliance with the programme and functional quality of the proposal, up to 35 points.
2. Architectural quality of the proposal, taking into consideration existing structures, up to 35 points.
3. Environmental and energy sustainability of the proposal, up to 15 points.
4. Financial aspect of the proposal, up to 10 points.
5. Schedule of the proposal, up to 5 points.

The tenderer selected in the second phase shall be offered the tender for the Museu Nacional d'Art de Catalunya expansion and rehabilitation project and services related to drafting the preliminary Museu Nacional d'Art de Catalunya expansion and rehabilitation project.

**O. Compulsory visits to the site subject to the tender:** For tenderers to create their proposals, they must participate in one of the visits arranged to the site subject to the tender. The visit serves to provide them with complementary information to that included in the tender specifications. Attendance is mandatory as it allows tenderers to fully understand the scope and conditions of the work subject to the contract.

A minimum of two visits shall be scheduled:

- The first shall take place during the last week of July, with the exact date and time being specified in a notice published on the PSCP.

- The second shall take place at the start of September, with the exact date and time being specified in a notice published on the PSCP.

Tenderers must request their attendance by sending an email to [licitacions@museunacional.cat](mailto:licitacions@museunacional.cat), indicating the following details:

- Name and tax identification number, if applicable, of the company. If the attendee is part of a temporary joint venture, they must specify the names of all the companies that comprise it.
- Name, surname(s) and national identification number of the people attending the visit (maximum of two people per company or temporary joint venture).

The Museum shall send a reply confirming their registration for the requested visit.

Once each visit is completed, the Museum shall send the representatives of each company a certificate of attendance. This certificate must be scanned and sent alongside the documentation required for envelope A of the proposal.

A maximum of two people per company or temporary joint venture may attend. Both representatives of a company or temporary joint venture must attend the same visit, and in no case may two people from the same company or temporary joint venture request two separate visits.

In no case may the same company attend more than one scheduled visit.

In the unlikely event that the Museum considers it necessary to increase the number of visits as a result of high demand, it shall publish a notice on the contractor profile.

**P. Deadline for submitting proposals for the first phase**

The deadline shall be **21 October 2024 at 11:00**. Proposals received at 11:00:01 or later shall not be considered.

A long window has been established in which to submit proposals to promote competition, and also because part of the window covers the summer holiday period and the month of August.

**Q. Opening of the envelopes for the first phase of STAGE 1**

The A envelopes shall be opened by the contracting organisation's assistance body at 13:00 on 22 October 2024.

The B envelopes shall be opened by the contracting organisation's assistance body at a date and time that shall be indicated in a notice published on the contractor profile and as a notification on the *Sobre Digital* tool.

**R. Deadline for submitting proposals for the second phase**

The five finalists selected in the first phase shall be notified by a restricted tender announcement published on the Museum's contractor profile and also by email.

The period for submitting offers for the second tender phase (envelope C) shall be at least 30 calendar days after the day following the sending of the aforementioned invitation notifications.

**S. Opening of the envelopes for the second phase of STAGE 1**

The opening date shall be published on the Museum's contractor profile and in the invitation notification sent to the tenderers chosen as finalists.

## **T. Deadline for information requests**

Companies interested in the tender who wish to make a query or request clarifications regarding the tender may do so by visiting the "FAQs" section on the tender's page, found on the Museum's contractor profile. Tenderers may request clarifications between the initial publication of the tender announcement on the contractor profile and 3 August 2024 at 14:00, and again from 23 August at 14:00 to 16 October 2024 at 14:00:00.

Tenderers may continue to submit questions between 3 August 2024 at 14:00 and 23 August at 14:00 via the contractor profile, and they will receive confirmation of receipt, although they will not receive an answer until this period is over.

A long window has been established for tenderers to submit their offers as potential tenderers and the technicians involved in providing expert answers to the doubts raised may be affected by the summer holiday period.

**SPECIFIC ADMINISTRATIVE CONDITIONS GOVERNING THE  
PROCUREMENT OF SERVICES RELATED TO DRAFTING THE  
PRELIMINARY MUSEU NACIONAL D'ART DE CATALUNYA EXPANSION  
AND REHABILITATION PROJECT, AND THE POSSIBLE AWARD OF  
SUBSEQUENT WORKS INDICATED AS "POSSIBLE SUBSEQUENT  
AWARDS"**

**One. PURPOSE AND LEGAL FRAMEWORK OF THE CONTRACT**

The purpose of this contract is as indicated in section A of the CCT.

These conditions and the technical specifications shall be binding, and therefore they must be signed by the successful tenderer as proof of their conformity.

In addition, the parties are expressly subjected to the following regulations:

- a) Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement, which is directly applicable.
- b) Spanish Law 9/2017 of 8 November on Public Procurement, transposing Directives 2014/23/EU and 2014/24/EU of 26 February 2014 to Spanish law LCSP.
- c) Spanish Royal Decree 817/2009 of 8 May on the Partial Regulatory Implementation of Spanish Law 30/2007 of 30 October on Public Sector Contracts, which is neither amended nor repealed by the aforementioned provisions (hereinafter, "RD 817/2009").
- d) General Regulation on the Law on Public Sector Contracts, approved by Spanish Royal Decree 1098/2001 of 12 October, which is neither amended nor repealed by the aforementioned provisions (hereinafter, "RGLCAP", for

its Spanish initials).

e) Spanish Laws 39/2015 of 1 October on Common Administrative Procedures of Public Administration, 25/2013 of 27 December on the Promotion of Electronic Invoicing and the Creation of a Public Sector Accounting Register of Invoices, and 29/2010 of 3 August on the Use of Electronic Media in the Public Sector in Catalonia, and its implementing provisions; and Catalan Decrees 96/2004 of 20 January Regulating the Use of Electronic, Computing and Digital Media in Public Sector Procurement in the Government of Catalonia, 107/2005 of 31 May on the Creation of an Electronic Register for Tenderers of the Government of Catalonia and 76/2020 of 4 August on Digital Administration.

f) Spanish Law 19/2014 of 29 September on Transparency, Access of Public Information and Good Governance.

g) Spanish Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights.

h) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

i) Catalan Law 12/2017 of 6 July on Architecture.

j) All other laws on administrative law and, where these do not apply, on private law shall also apply.

Ignorance of the clauses or terms of the contract, the other contractual documents that form part of it and the instructions and other regulations that apply to the subject of this contract shall not release the successful

tenderer from the obligation to comply with them.

## **Two. PROCEDURE AND USE OF ELECTRONIC MEANS**

The procedure details can be found in section M of the CCT.

In accordance with additional provisions 15 to 17 of the LCSP, Spanish Law 39/2015 of 1 October on Common Administrative Procedures of Public Administration, and Catalan Decrees 96/2004 of 20 January Regulating the Use of Electronic, Computing and Digital Media in Public Sector Procurement in the Government of Catalonia and its Public Sector and 76/2020 of 4 August on Digital Administration, the procedures, actions and communications made during the procurement process and for the term of the tender contract between the tenderers, contractors and the Museum shall preferably be made via electronic, computing or digital means and shall be sent to the email address indicated by the tenderer.

For this purpose, tenderers must register their interest in this tender by signing up to receive updates on the tender virtual space which has been set up for this purpose on the Museum's contractor profile web page, which can be accessed via the Government of Catalonia's Public Procurement Platform (PSCP):

<https://contractaciopublica.cat/en/perfiles-contractant/detall/203909?categoria=0>

By signing up, they will be sent immediate notifications by email, to the email addresses of the person(s) who signed up, of any update, publication or incident regarding this tender.

Additionally, any communication made during or as a consequence of the tender procedure or the award of this contract must be made via the associated notice board in the tender's virtual space on the PSCP. The

electronic notice board provides irrefutable proof of the authenticity, integrity, and date and time of the information published.

Furthermore, tenderers may also register for the tenderer profile once they have received the required authentication. The tenderer profile provides each tenderer with their own private space containing the tools needed to access and manage their procurement files. In order to register, click on the tenderer profile section ("Perfil de licitador") of the PSCP and enter using the relevant digital certificate.

Digital certificates:

In accordance with Additional Provision One of Catalan Decree-Law 3/2016, an advanced electronic signature based on a qualified or recognised electronic signature certificate shall suffice under Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC. Therefore, this is the minimum required level of security that electronic signatures require to sign the ESPD and the offer.

Regarding foreign EU certificates, qualified certificates from any European Union country shall be accepted, in accordance with Article 25.3 of the aforementioned EU regulation, which states that "a qualified electronic signature based on a qualified certificate issued in one Member State shall be recognised as a qualified electronic signature in all other Member States".

As established by Article 22 of the same regulation, the Commission shall make available to the public, through a secure channel, information regarding each Member State's trusted lists, which shall indicate the

qualified trust services permitted.

Notifications made during the procurement process and during the term of the tender contract shall be made by electronic means via the e-Notum notification system, in accordance with the LCSP and Spanish Law 39/2015 of 1 October on Common Administrative Procedures of Public Administration. The company must indicate a personalised email address to this effect (generic email addresses such as info@, tenders@, etc. shall not be accepted) and a mobile telephone number where they wish to receive information regarding notifications and authorising people to access notifications. Once the company receives the email address informing them that the corresponding notification is available on e-Notum, the authorised person must access it via the link sent for this purpose.

### **Three. FINANCIAL DETAILS OF THE CONTRACT**

See section B of the CCT.

### **Four. EXISTENCE OF CREDIT**

See section B of the CCT.

### **Five. PROVISIONAL AND DEFINITIVE GUARANTEES**

See sections C and I of the CCT.

### **Six. LEGAL CAPACITY TO ENTER INTO CONTRACTS**

Natural and legal persons, whether Spanish or foreign, may enter into this contract, in accordance with the provisions of Article 65 of the LCSP, if they meet the following criteria: a) they have full legal status and capacity; b) they are not subject to any of the contracting prohibitions indicated in Article 71 of the LCSP, which can be proven using any of the measures

indicated in Article 85 of the LCSP; c) they are able to provide proof of the solvency required for the tender; and d) they hold all business and professional qualifications required, if applicable, to carry out the business activity or provide the services subject to the contract.

In addition, the purpose or business activity of the tenderer must be directly related to the purpose of the contract, as duly demonstrated in their articles of association or by-laws. Furthermore, tenderers must have sufficient human and material resources to properly fulfil the contract.

The full legal capacity of tenderers from non-Spanish Member States of the European Union or Contracting Parties to the European Economic Area Agreement must prove that they are included in the corresponding registers or provide the certificates indicated in Annex 1 to the RGLCAP (Article 67 of the LCSP). Additionally, they must prove their financial and technical solvency, in accordance with the provisions of Articles 87 and 90 of the LCSP, as indicated in Annex II.

Foreign tenderers from non-European Union Member States must prove their full legal capacity by submitting a report from the permanent diplomatic mission or Spanish consulate of the place where their head offices are located, where they must also be registered in the corresponding local professional, trade or other register or, if this does not exist, they habitually operate in the field of the activities that are subject to this contract (Article 10 of the RGLCAP). Furthermore, they must meet the requirements set forth in Article 68 of the LCSP.

The Museum may contract a joint venture that is temporarily set up for this purpose, without the need for it to be formalised in public deed until the contract has been awarded to it. The companies comprising the temporary joint venture shall be held jointly and severally liable to the Museum and

they must appoint a single representative or proxy and grant said person sufficient legal powers to exercise the rights and fulfil the obligations that arise from the contract until its termination, notwithstanding the companies' right to grant joint or several powers of attorney for collections and payments of a significant amount.

Companies that have participated in drafting the technical specifications or preparatory documents for the contract may not participate in the tender, as their participation may result in free competition restrictions or imply preferential treatment over the other tenderers.

In accordance with Article 70 of the LCSP, the contracting organisation shall take sufficient measures to guarantee that participation in the tender by companies that have previously participated in the drafting of technical specifications or preparatory documents for the contract, or that have advised the contracting organisation during preparation of the procurement process, does not falsify competition. In this regard, the aforementioned companies, as well as other companies related to them, understood as those that meet any of the circumstances provided for in Article 41 of the Spanish Commercial Code, may be excluded from these tenders whenever there is no other way to guarantee compliance with the principle of equal treatment.

In any case, before any candidate or tenderer who participated in the preparation of the contract is excluded, they shall be given a hearing in which they may justify that their participation in the preparatory phase will not have any effect on falsifying competition or provide them with preferential treatment over the other tenderers.

As a measure to guarantee that participation in the tender by companies that have previously participated in the drafting of technical specifications or

preparatory documents for the contract, or that have advised the contracting organisation during preparation of the procurement process, does not falsify competition, Annex XV to these tender specification lists the details of the companies that have advised the Museum.

**Seven. PROOF OF SOLVENCY**

See Annex II to this document.

**Eight. GENERAL CONSIDERATIONS REGARDING THE SUBMISSION OF PROPOSALS FOR STAGE 1 AND EVALUATION CRITERIA FOR THE FIRST AND SECOND PHASES**

General considerations:

- Each tenderer may only submit one proposal. In addition, tenderers may not submit a proposal as part of a temporary joint venture if they have already submitted one independently. Likewise, tenderers may not participate in more than one temporary joint venture. Failure to comply with the foregoing shall result in the rejection of ALL of the proposals submitted by the tenderer.
- Proposals submitted after the deadline shall not be accepted under any circumstances.
- Proposals shall remain secret, and their submission implies the unconditional acceptance by the tenderer of the content of these tender conditions and technical specifications, authorising the contracting organisation to obtain directly from the competent administrative bodies all data and documentation pertaining to Companies Registries and tax and social security obligations that it requires to proceed with the award of the contract, if applicable.

- Documentation submitted by foreign tenderers must be officially translated into Catalan and/or Spanish.

Evaluation criteria: See Annex III to these tender specifications.

## **Nine. FIRST PHASE: INSTRUCTIONS, CONTENT OF THE PROPOSAL ENVELOPES AND FUNCTIONING OF THE SELECTION PROCESS**

### **Instructions**

During the first tender phase, tenderers must submit the documentation relating to their bids in **two envelopes** by the date and time indicated in section P of the CCT via the *Sobre Digital* tool, which can be found at the web address indicated in section M of the CCT.

Once tenderers have gained access to the *Sobre Digital* tool via the web address provided, they must fill in a form to register on the tool. They will then be sent a message to the email address(es) indicated during registration informing them that their bid has been activated.

The email addresses indicated by companies in the *Sobre Digital* registration form, which will be used to send emails related to use of the *Sobre Digital* tool, must be the same as the ones indicated in the statement of compliance, found in Annex IV to these tender specifications, to receive notifications and communications via e-Notum. Tenderers must specify a personalised email address (it is not recommend to use a generic one such as info@, tenders@, etc.)

Tenderers must keep a copy of the bid activation email, as the link found in the activation message is the only way for them to access the *Sobre Digital* tool and submit their bids.

Tenderers must prepare all the required documentation and attach it in a digital format to the corresponding envelopes found on the bid submission web page, accessed via the link provided. Tenderers may prepare and send this documentation in a staggered manner before submitting their bid.

In order to begin submitting documentation, the tool requires tenderers to enter a password to encrypt the documentation forming part of their tender bid. The documents can be de-encrypted by entering the same password, which must be safeguarded by the tenderers themselves. It is worth highlighting the importance of properly safeguarding these passwords (the same password may be used for all envelopes, or a different one may be used for each one), as only the tenderer will have it (the *Sobre Digital* tool will not save or remember the passwords entered) and entering the password is the only way to de-encrypt bids and therefore access their content.

The contracting organisation shall send tenderers an email to the address indicated in the *Sobre Digital* registration form requesting that they access the *Sobre Digital* tool and enter their password when required.

Tenderers must enter their password to begin de-encrypting their documentation, which is stored in a secure virtual space that prevents it from being accessed before the official envelope opening takes place on the scheduled date and time.

Tenderers may be requested to enter their password 24 hours after the bid submission deadline and, in any case, they must enter it within the stated deadline before the opening of the first encrypted envelope.

If tenderers fail to enter their password, it will be impossible to access the content of the encrypted envelope. So, given that the bid documentation is

encrypted when submitted via the *Sobre Digital* tool and tenderers must enter their password – which only they safeguard during the entire tender process – in order to access the content of the encrypted envelopes, it will be impossible to evaluate their bid if they have not decrypted it by entering the password.

Once all of the bid documentation is completed and all the documents it comprises are attached, tenderers can complete the submission of their bid. Once the bid has been submitted, tenderers will no longer be able to make any modifications to the documentation.

In the event of a technical error that prevents the *Sobre Digital* tool from being used on the final day before the proposal submission deadline, the contracting organisation shall extend the submission deadline by as long as necessary. It shall do so by modifying the bid submission window, publishing the corresponding amendment on the PSCP and informing all tenderers who have activated the bid of the date change.

To prepare the bid using the *Sobre Digital* tool, tenderers must follow these steps:

1. Search for the tender announcement on the Museum's contractor profile.  
<https://contractaciopublica.cat/en/perfiles-contractant/detall/203909?categoria=0>
2. Check that the following links appear in the tender announcement:
  - "Submit bid" ("Presentar oferta")
  - "Support" ("Suport") - material to help users during the process

In accordance with Additional Provision 16.1 h) of the LCSP, bids using the *Sobre Digital* tool may be sent in two phases: the first consists of submitting the electronic footprint of the bid documentation during the

tender submission window, with this implying submission for all intents and purposes; and the second, sending the bid documentation itself within 24 hours. If the second phase is not completed within 24 hours, the bid will be considered withdrawn.

If this method is chosen, the documents sent during this second phase must be exactly the same as the electronic footprint sent previously so as to not introduce any changes to the electronic files that comprise the bid documentation. In this regard, tenderers must refrain from manipulating these files (including making copies thereof, even if the content is identical) so as to not to modify the electronic footprint of the documentation, which shall be checked to ensure that the files submitted in the two phases coincide exactly.

Files larger than 25 MB cannot be uploaded via the *Sobre Digital* tool. Thus, bid files that exceed this size must either be compressed or divided into multiple smaller files. They must be divided manually (without the use of automatic divisions tools such as WinZip or WinRAR) and without password-protecting the files. The divided files shall be numbered (part 1 of 2, part 2 of 2, etc.) and added in the "other documentation" – in catalan, "altra documentació" section.

Submitted bids must be free from computer viruses and any type of harmful programming or code; under no circumstances shall documents affected by a virus be opened by the Museum's institutional tools. Therefore, tenderers are obliged to scan their documents using anti-virus software and, if any of their bid documents return a virus, they shall be responsible for ensuring that the Museum does not access the content of the affected documents.

If any of the documents submitted by tenderers are damaged, blank, illegible or affected by a computer virus, depending on which documentation

is impacted, said tenderer's continued participation in the tender process shall be deliberated given that access to the content of the bid documents is impossible. If the affected documents are essential to understanding or evaluating the bid, the tenderer may be withdrawn from the tender process.

Supporting material providing details on how to prepare a bid using the *Sobre Digital* tool can be found in the "Electronic Tendering" ("Licitació electrònica") section of the PSCP:

[https://contractaciopublica.cat/ecofin\\_sobre/AppJava/views/ajuda/empreses/index.xhtml?set-locale=en\\_GB](https://contractaciopublica.cat/ecofin_sobre/AppJava/views/ajuda/empreses/index.xhtml?set-locale=en_GB)

### **Content of the envelopes for the FIRST TENDER PHASE:**

#### CONTENT OF ENVELOPE A: GENERAL DOCUMENTATION

Tenderers must include the following documentation:

a) European single procurement document (ESPD)

Tenderers must submit the European single procurement document (ESPD), in which they provide proof of their legal capacity and financial, technical and professional solvency, in accordance with the minimum requirements indicated in clauses six and seven of these tender specifications; declare that they are not excluded from tender processes or, if they are, that they have adopted measures to demonstrate their reliability; and declare that they are up to date with all tax and social security obligations, as well as that they meet all other requirements indicated in these tender specifications.

Tenderers may complete the ESPD attached to these tender specifications or use the European Commission's online service to import the corresponding ESPD file to this tender bid and complete, download and print

it for its submission.

The ESPD must be signed by the tenderer or, if applicable, by its legal representative. In addition, in the ESPD tenderers must provide the details of the person(s) that may represent them in this tender process, if applicable.

In the case of tenderers that participate in this tender as part of a temporary joint venture, each of the companies that comprise it must provide proof of its legal status, capacity and solvency and submit a separate ESPD indicating the information required in parts II to V of the form, if applicable. In addition to the ESPD, these companies must provide documentary proof of their intention to formally create a temporary joint venture in the event they are awarded the contract. (See Annex VIII to the LCSP).

In the event that the tenderer plans to use the services of another company or companies under the provisions of Articles 76 of the LCSP and 63 of Directive 2014/24/EU, or it intends to enter into subcontracts, it must indicate so in the ESPD (section II.c) and submit another separate ESPD for each of the companies whose services it plans to use or to whom it intends to subcontract services.

Tenderers included in an official list of authorised economic operators are only required to enter the information that cannot be found in said list in each section of the ESPD. As such, tenderers included in the Electronic Register for Tenderers of the Government of Catalonia (RELIC) – governed by Catalan Decrees 107/2005 of 31 May and 118/2023 of 27 June, managed by the Technical Secretary of the Catalan Procurement Advisory Board (Carrer del Foc, 57 - 08038 Barcelona, Spain, tel. (+34) 93 552 80 90; <https://contractacio.gencat.cat/ca/inici/>) – or in the Spanish Official

Register of Tenderers and Classified Companies (ROLECE) are only required to indicate in the ESPD the information that cannot be found in RELIC or ROLECE or that is not up to date. In any case, in the ESPD these tenderers must indicate the information necessary to allow the contracting organisation, if applicable, to access the corresponding supporting documents or certificates.

Prior to award of the contract, the tenderer selected as having submitted the most financially favourable proposal must provide proof of possession of documentation supporting the fulfilment of the requirements detailed in these tender specifications, as specified in the ESPD.

Likewise, the contracting organisation may request that tenderers submit all or part of the documentation supporting the fulfilment of the prior requirements whenever necessary for the proper development of the procedure and, in any case, prior to the award of the contract.

Notwithstanding the foregoing, tenderers that are included in RELIC, ROLECE or an open and official list of economic operators of a Member State of the European Union shall not be required to submit supporting documents or other documentary proof of the information included in said registers.

b) Statement of compliance, in accordance with the model attached in Annex IV-A or IV-B to the LCSP, as appropriate, in compliance with the legally established conditions for entering into contract with the Museum.

c) Declaration of commitment to set up a temporary joint venture (TJV): Tenderers, whether natural or legal persons, that submit joint tender bids must provide a statement of compliance indicating their commitment to set up a TJV in the event they are awarded the contract. The TJV shall be established for the duration of the contract. A template declaration is

attached in Annex VIII to the LCSP. In addition, each company that is a member of the TJV must submit the declaration, duly signed, that is attached in Annex IV-A or IV-B to the LCSP, as indicated in section a).

d) Statement on the corporate group: If applicable, tenderers must provide a statement indicating the name of the corporate group to which they belong and the companies that comprise it.

e) Statement of compliance with regulations on the social inclusion of people with disabilities. This only applies to companies with at least 50 employees (Annex IX to these tender specifications).

f) Data confidentiality statement, in accordance with Annex X to these tender specifications.

g) Conflicts of interest statement, as tenderer, in accordance with Annex XI to these tender specifications.

g) Certificate of mandatory building visit. This shall be issued by the Museum on the day of the visit.

h) Proof of the technical or professional competency of the project author, in accordance with the provisions of Annex II, section a).

CONTENT OF ENVELOPE B: DOCUMENTATION RELATED TO TENDER CRITERIA, THE WEIGHTING OF WHICH ARE SUBJECT TO A VALUE JUDGEMENT

In envelope B, tenderers must include all the documentation listed below, following the instructions given and the indications of the tender specifications:

a) Technical proposal of the initial idea

The elements to include in the proposal are described in Annex III to these specifications.

The document heading must contain the SLOGAN that the tenderer will use to identify their proposal. The documentation and slogan included in this envelope cannot contain a signature, distinctive feature, details or indications of any type that allow the identity of its author(s) to be known. In addition, the name of the submitted \*.pdf document must not include any identifying details in the description.

In the event that the requirements to guarantee the anonymity of the tenderer are not fulfilled, the affected tenderer shall be automatically withdrawn from the tender process.

The inclusion in envelope A of any documentation that should be included in envelope B may result in the withdrawal of the tenderer's bid.

**Functioning of the selection process:**

ENVELOPE A:

In accordance with Article 187.1 of the LCSP, the contracting organisation's assistance body\* shall open the A envelopes, assess their content and, if any amendable defects are detected, inform the tenderer of said defects so the latter may proceed to rectify them within three days (Article 141.2 of the LCSP). Tenderers shall be informed of requests for amendment or clarification via a message sent using e-Notum. Decisions to withdraw a tenderer's bid during the process of opening A envelopes may be challenged in the term established in clause twenty-three of these tender specifications.

#### ENVELOPE B:

Once any errors in the documentation contained in the A envelopes are amended, the B envelopes submitted by the tenderers chosen to participate in the next phase shall be opened on the date and at the time indicated in the tender announcement on the Museum's contractor profile. The contracting organisation's assistance body\* shall check that the proposals meet all the requirements, especially those concerning secrecy and anonymity, and hand them over to the jury for it to evaluate the proposals based on the criteria indicated in Annex III to these tender specifications, as published in the tender announcement on the contractor profile.

*\*The members of the contracting organisation's assistance body shall undertake to guarantee the anonymity of the proposals and are required to submit a statement of compliance to this effect.*

#### JURY:

The jury shall be set up and act in accordance with the provisions of Article 187 of the LCSP. It shall be responsible for evaluating and classifying the submitted technical proposals based on the established evaluation criteria.

The jury shall be assisted by the contracting organisation's assistance body, which will be responsible for opening the envelopes and providing the jury with the documentation subject to evaluation, always guaranteeing the anonymity of the proposals.

The contracting organisation's assistance body shall be comprised of three members of the Museum's Procurement and Purchasing Department (department manager and two technicians) and the manager of the Museum's Legal Department.

The jury shall be comprised of the following people:

- Three members appointed by the Museu Nacional d'Art de Catalunya.
- Two members of the office of the Secretary General of the Catalan Department of Culture.
- One member of the Cultural Heritage General Management Department of the Catalan Department of Culture.
- One member appointed by the Barcelona City Council.
- One member appointed by the Spanish Ministry of Culture.
- Four members appointed by the Architects' Association of Catalonia (COAC).

In accordance with the provisions of Article 14.2 of the Law on Architecture, a third of the jury members shall be selected randomly from the list of duly qualified professionals included in the bank set up for this purpose by the professional associations indicated in current applicable legislation. The other two thirds of the members must be architects.

In accordance with the provisions of Article 187.1 of the LCSP, once the project proposal submission period has closed, the jury shall be established, with its members being selected according to the foregoing.

The members of the jury shall be appointed by a decision taken by the contracting organisation prior to the opening of the proposals, and their identity must be kept secret for the entire bid selection process\* to maintain their neutrality.

Their identity will be published on the contractor profile once the bid evaluation has been published following the opening and evaluation of all bid envelopes.

*\*For this purpose they shall be required to sign a declaration outlining their commitment to not divulge their participation in the jury for this procurement process.*

The five proposals with the highest scores, which must surpass the minimum 50 points required, shall be considered finalists and invited to the next phase of the tender process.

Rules for selecting candidates in the case of a tie during the first phase:

- 1st tiebreaker: the tenderer with the highest score for the "Compliance with the programme and functional quality of the proposal" sub criterion indicated in Annex III (envelope B) hereto, with a maximum score of 40 points.
- 2nd tiebreaker: if there is still a tie, the tenderer with the highest score for the "Architectural quality of the proposal, taking into consideration existing structures" sub criterion indicated in Annex III (envelope B) hereto, with a maximum score of 40 points.
- 3rd tiebreaker: if there is still a tie, the tenderer with the highest score for the "Environmental and energy sustainability of the proposal" sub criterion indicated in Annex III (envelope B) hereto, with a maximum score of 10 points.
- 4th tiebreaker: if there is still a tie, the tenderer with the highest score for the "Financial aspect of the proposal" sub criterion indicated in Annex III (envelope B) hereto, with a maximum score of 10 points.
- 5th tiebreaker: if there is still a tie, a draw will be held among the tied tenderers.

The result of the first phase of the tender process shall be published on the contractor profile, specifying the slogan and total score.

**Ten. SECOND TENDER PHASE: INSTRUCTIONS, CONTENT OF THE PROPOSAL ENVELOPES AND FUNCTIONING OF THE SELECTION PROCESS**

The contracting organisation, through its assistance body, shall invite the five tenderers with the highest score (which must be at least 50 points) to the second phase by publishing a restricted-access tender announcement on the Museum's contractor profile. Tenderers will be sent the credentials for accessing the notification by email to the address indicated in the statement of compliance attached as Annex IV-A or IV-B, as applicable, and submitted in envelope A during the first phase of the tender process. The period for submitting offers for the second tender phase (envelope C) shall be at least 30 calendar days after the day following the sending of the aforementioned invitation notifications.

**Content of the envelopes for the SECOND TENDER PHASE:**

Envelope C: DEVELOPMENT OF THE TECHNICAL PROPOSAL

Proposal based on subjective evaluation criteria: The elements to include in the proposal are described in Annex III hereto.

The document heading must contain the same slogan used by the tenderer in envelope B to identify their proposal. Documents submitted to this envelope must meet the same proposal secrecy and anonymity requirements as for envelope B.

Functioning of the selection process

ENVELOPE C:

The contracting organisation's assistance body shall check that the proposals meet all the requirements, especially those concerning secrecy and anonymity, and hand them over to the jury for it to evaluate the proposals based on the criteria indicated in Annex III to these tender specifications, as published in the tender announcement on the contractor profile.

Rules for selecting candidates in the case of a tie during the second phase:

In the event of a tie in the second phase of the tender process (a tie shall occur when the score of tenderer A minus the score of tenderer B equals 0), the tiebreaker criteria indicated in Article 147 of the LCSP shall be used.

The result of the evaluation of the C envelopes shall be published on the contractor profile, specifying each proposal's slogan and total score. The tenderer with the highest score shall be awarded the contract for STAGE 1.

**Eleven. AWARD PROPOSAL, REQUESTS FOR DOCUMENTATION PRIOR TO AWARD, NOTIFICATION AND PUBLICATION OF THE AWARD AND RENUNCIATION AND WITHDRAWAL BY THE MUSEUM**

**Award proposal and requests for documentation prior to award:**

In accordance with the provisions of Article 158.2 of the LCSP, within two months of the day following the closure of the bid submission period, the contracting organisation must award in favour of the tenderer with the highest score based on the criteria indicated in Annex III to these tender specifications. The contracting organisation's assistance body shall request

that the tenderer with the highest score in the second phase submit the following documentation within ten working days:

**1A) Tenderers not listed in the Electronic Register for Tenderers of the Government of Catalonia (RELIC) or in the Spanish Official Register of Tenderers and Classified Companies (ROLECE), or that are not included in a national database of any Member State of the European Union**

- a) If the tenderer is a legal entity or company, the articles of association and/or amendment recorded in the Companies Registry, whenever required under applicable trade legislation.

If this is not possible, proof of their legal capacity shall be provided by submitting a deed or document of incorporation, amendment, by-laws or founding charter which contains the rules that regulate their business activity, as recorded in the corresponding official register, if applicable. The tenderer must also provide their tax identification document.

- b) If the tenderer is a natural person, their national identity document or passport, tax identification number and proof, if applicable, of the commercial name they trade under.
- c) Foreign tenderers from a Member State of the European Union or a Contracting Party to the European Economic Area Agreement must prove their legal status by submitting a copy of their entry in the applicable Companies Registry or the certificates indicated Annex 1 to Spanish Royal Decree 1098/2001 of 12 October. All other foreign tenderers must prove their legal status by submitting a report from the Spanish embassy of their country of origin, stating that the country of origin accepts the participation of Spanish people in procurement with the

Museum in a substantially analogous way.

- d) If the person who signs the offer represents a company or an individual, the national identity document or passport of the signatory and the deed or document of power of attorney from the person or company that submitted the proposal, which must be duly recorded in the Companies Registry in the case of a company. In accordance with Article 94.1.5 of Spanish Royal Decree 1784/1995 of 19 July approving the Companies Registry Regulations, the power of attorney to execute specific proceedings does not need to be entered in the Companies Registry. The aforementioned powers must grant sufficient rights to act on behalf of the company being represented in the tender process. For this tender process, an original or certified copy of the power of attorney must be submitted. A notarised copy of a power of attorney deed will not be accepted.
- e) In the event that several tenderers submit a joint tender bid, each of them must provide proof of their legal status, capacity and representation in the manner indicated in a), b), c), d) and g).
- f) Foreign tenderers from non-European Union countries or non-Contracting Parties to the European Economic Area Agreement must submit a report from the Spanish embassy of their country of origin, stating that the country of origin accepts the participation of Spanish people in procurement with the Museum in a substantially analogous way.
- g) Documentary proof of financial and technical solvency, as indicated in Annex II to these specific administrative tender specifications. In the case of temporary joint ventures, all companies involved must prove their solvency, under the provisions of Articles 75 and 78 of the

Consolidated Text of the Law on Public Procurement (TRLCSP, for its Spanish initials), in accordance with Annex II to these administrative tender specifications.

h) Annexes XIII and XIV, duly completed and signed.

**1B) Tenderers listed in the Electronic Register for Tenderers of the Government of Catalonia (RELIC) or in the Spanish Official Register of Tenderers and Classified Companies (ROLECE), or that are included in a national database of any Member State of the European Union**

The contracting organisation shall be responsible for checking the register information of the companies involved in the current tender award process. If the documentation required in section 1A cannot be found in the aforementioned registers or it is out of date, it shall be requested.

- a) Proof of being up to date with tax and social security obligations and business tax payments.
- b) For companies involved in a joint tender bid, the public deed of incorporation of the temporary joint venture, including the power of attorney for a representative or sole proxy of the temporary joint venture granting sufficient powers to exercise the rights and fulfil the obligations that arise from the contract until its termination, as well as a copy of the temporary joint venture's tax identification document.
- c) Document accrediting payment of the definitive guarantee, in accordance with the CCT.

The definitive guarantee, which covers the items indicated in Article 110 of the LCSP, shall be returned to the tenderer following

completion of the established guarantee period and the satisfactory fulfilment of the purpose of the contract, or upon termination of the contract for reasons not attributable to the tenderer.

In the event of the total or partial amortisation or substitution of the values that comprise the guarantee, the tenderer shall undertake to replenish said values to the amount necessary so that the total guarantee amount is not reduced, and documentary proof must be provided of said replenishment.

If the total value of the contract is altered as a result of an amendment to the contract, the guarantee must be adapted to the required amount to ensure that the correct percentage of the guarantee in relation to the total contract amount is maintained at all times. This adjustment must be performed within fifteen days of the date on which the tenderer is informed of the amendment. To this effect, this does not apply to price modifications made as a result of a review performed in accordance with the provisions of the LCSP.

When penalties or damages are charged to the guarantee, the tenderer shall replenish or increase the guarantee by the corresponding amount within fifteen days of the charge.

If the guarantee is not replenished in the aforementioned circumstances, the Museum may choose to terminate the contract.

h) Annexes XIII and XIV, duly completed and signed.

Requests for the documentation indicated above shall be made by publishing a notification in the *Sobre Digital* tool. If a request is received, tenderers must send the required documentation using the same tool.

If the documentation indicated in the previous paragraphs is not submitted in the term indicated, the tenderer shall be understood to have withdrawn their bid, and the contracting organisation shall proceed to request the same documentation from the tenderer with the next highest score in the same term as the first request.

The contracting organisation shall award the contract within five working days of receipt of the required documentation.

### **Notification and publication of the award**

Finalists in the second phase of the tender process shall be informed of the award of the contract via electronic means, and a notification shall be published on the contracting organisation's contractor profile within fifteen days of the date of award of the contract, in accordance with Additional Provision 15.1 of the LCSP. A message informing tenderers of the notification shall be sent to the email address and/or mobile telephone number, if applicable, indicated by the tenderer during submission of their proposal. In addition, the email shall contain a link to access the notification.

### **Renunciation and withdrawal by the Museum**

The contracting organisation may choose to cancel the contract prior to the award for duly justified reasons of public interest. It may also choose to withdraw the award if it detects an unamendable breach of the rules for preparing the contract or of the regulations governing the tender process.

The contracting organisation shall compensate the candidates and tenderers for any expenses caused under Article 152 of the LCSP.

## **Twelve. FORMALISATION OF THE CONTRACT**

The contracting organisation cannot formalise the contract until fifteen working days have elapsed from the day following receipt of the award notification.

However, the successful tenderer shall be required to formalise the contract within five days of the day following receipt of a request for signature, once the term indicated in the previous section has expired without any claims regarding procurement having been filed, in accordance with the provisions of Article 44 of the LCSP.

If the tenderer requests that it be executed as a public deed, they shall be solely responsible for bearing the cost of doing so. The tenderer shall send the contracting organisation a certified copy of the resulting notarial document, which shall include a note issued by the corresponding payment office of the payment or exemption from payment of the Tax on Property Conveyances and Documented Legal Acts.

Companies involved in a joint tender bid must submit the public deed of incorporation of the temporary joint venture, including the power of attorney for a representative or sole proxy of the temporary joint venture granting sufficient powers to exercise the rights and fulfil the obligations that derive from the contract until its termination.

If the contract cannot be formalised within the indicated term for reasons attributable to the Museum, the Museum shall compensate the tenderer for the damages and delays caused.

Ignorance of the conditions of the contract, the other documents that form part of it and all instructions, specifications and rules issued by the Museum

that may apply to the execution of the terms of the contract shall not excuse the tenderer from their obligations to fulfil it.

In accordance with the provisions of the LCSP, the formalisation of the contract must be published in the Official Journal of the European Union (OJEU) and on the Museum's contractor profile.

**Thirteen. IMPLEMENTATION TERM**

The preliminary project must be completed by the deadline indicated in Section E.1 of the CCT.

For possible subsequent awards, the deadlines are indicated in sections E.2 and E.3 of the CCT.

**Fourteen. PAYMENT METHOD**

See section J of the CCT.

**Fifteen. PRICE REVIEW**

See section K of the CCT.

**Sixteen. ETHICAL PRINCIPLES, RULES OF CONDUCT AND OBLIGATIONS OF THE TENDERER, LABOUR OBLIGATIONS, COMPLIANCE WITH THE TERMS AND DELAY PENALTIES, TENDERER RESPONSIBILITIES, DEFECTIVE PERFORMANCE, GENERAL EXECUTION CONDITIONS AND ETHICAL CLAUSE**

A. Obligations Ethical principles and rules of conduct to be adopted by the tenderer

1. Tenderers and contractors shall adopt ethically exemplary conduct and take action to prevent corruption in all its forms.
  
2. In this regard – and in addition to all other duties related to the conduct stated in the previous point, based on the principles of ethic and rules of conduct that tenderers and contractors must respect in their business activity – they assume the following particular obligations:
  - a) To immediately inform the contracting organisation of any potential conflicts of interest.
  
  - b) To not request a public position or job, either directly or indirectly, that may influence the award of the contract.
  
  - c) To not offer nor facilitate personal or material benefits to public officials or employees or to people linked to their family or social circle.
  
  - d) To not perform any other actions that may breach the principles of equal opportunities and free competition.
  
  - e) To not perform any actions that may put the public interest at risk.
  
  - f) To respect the principles of free market and competition and abstain from conduct that may impede, restrict or falsify competition, such as the practice of collusion or unfair competition (backup bids, removal of bids, market allocation, bid rotation, etc.). Similarly, to denounce any actions and conduct with this purpose and in relation to the tender or contract of which they are made aware.

- g) To not use confidential information, obtained by means of the contract, to either directly or indirectly gain an economic advantage or benefit.
- h) To observe the principles, rules and ethics of the business activities, trades and/or professions linked to the contracted services.
- i) To collaborate with the contracting organisation in actions it performs to monitor and/or evaluate performance of the contract, in particular providing the information it requests for this purpose.
- j) To denounce all actions of which they are made aware and which may imply a breach of the obligations taken on under this clause.

B. Labour obligations

- a) The tenderer is solely responsible for the employment relationship with its employees.
- b) All employees assigned by the tenderer to perform the services subject to the contract shall be their sole responsibility and managed exclusively by a supervisor appointed by the tenderer, who shall act as an intermediary with the contract promoter.
- c) With regard to the employees assigned to execute the contract, the tenderer undertakes to comply with current provisions, especially those relating employment, social security and tax laws, as well as those that are passed during its implementation. The promoter may request information from the tenderer to this effect. In the event of an accident or damage of any kind affecting the workers as a result of the performance of their duties, the tenderer must accept sole responsibility and act in accordance

with the provisions of current regulations, exonerating the Museum from all repercussions.

d) The tenderer shall in general provide their services in their own premises; however, if required in order to connect to the Museum's grid or in the event that it is impossible to perform the tasks away from the promoter's premises, the latter may exceptionally set up a work space inside its own facilities.

e) Only the tenderer has an employment relationship with the service providers, and there shall be no hierarchical relationship with the Museum, nor shall the workers be subject to the working schedule of the Museum. These workers shall be managed by the tenderer's intermediary, and never by the promoter's managers.

f) The employees assigned to implement the contract shall always be duly identified and accredited as third-party workers.

g) The tenderer shall be solely responsible for training said employees.

h) Non-payment of the salaries of the employees and of social security contributions shall be cause for termination of the contract.

i) The Museum shall use the mechanisms and indicators it deems necessary to monitor and check the services provided. For this purpose, the tenderer must provide it with the information requested in accordance with the specifications and terms established by the Museum.

j) Fulfilment of these clauses is the responsibility of the promoter.

### C. Compliance with the terms and delay penalties

The tenderer must complete and deliver the work subject to this contract by

the deadline established in section E.1 of the CCT (and in sections E.2 and E.3 for possible subsequent awards).

If the tenderer experiences any delays, whether relating to partial or final deadlines, for reasons attributable to them, the Museum may either choose to terminate the contract or impose the penalties provided for in Articles 193.3 et seq. of the LCSP without having to previously notify the tenderer of the delay. The penalty amount does not preclude any compensation for damages that the Museum may claim as a result of the tenderer's delay.

The Museum may keep the definitive guarantee in order to ensure payment of the penalties whenever payment cannot be deducted and to guarantee payment of compensation for damages, if applicable.

If the Museum chooses to impose penalties, the amount of the penalties shall be paid by subtracting them either from the amounts owed to the tenderer either as total or partial payment, or from the guarantee held by the Museum if the first option is not possible.

If the delay is the result of circumstances not attributable to the tenderer, the provisions of Article 195.2 of the LCSP shall apply.

#### D. Responsibility of the tenderer

The tenderer is responsible for the services provided by their employees and subcontractors, and it shall implement the contract at its own risk and be obliged to compensate for all damages caused to third parties as a result of actions taken in performance of the contract, except in the case of damage caused as an immediate and direct result of orders given by the Museum.

The tenderer shall be held liable until the end of the guarantee period, in

accordance with the provisions of Article 311 of the LCSP.

E. Defective performance

In the event of defective performance or non-performance of the special implementation commitments or conditions under which the tenderer undertakes to provide certain human or material resources, or when environmental or social conditions have been agreed in accordance with Article 129 of the LCSP, they may be subject to the corresponding penalties in accordance with the terms and provisions of Articles 192 et seq. of the LCSP.

F. Essential terms for implementation

Within the special terms for implementation provided for in Article 202.2 of the LCSP, special terms for implementation are established in the sphere of the protection of workers, work-life balance and gender equality, as follows:

- Throughout the implementation of the contract, the company awarded the tender shall agree to guarantee the safety and protection of workers' health in the workplace, to comply with the collective agreements applicable in the sector and territory, and to adopt measures to prevent workplace accidents.

This is an essential obligation of the contract, and failure to comply with it shall be cause for terminating it, in accordance with Article 211, Section 1, Letter i) of the LCSP, with no prejudice to other possible consequences provided for by current legislation.

- During the implementation of the contract, the tender awardee shall establish measures to foster job stability and quality, as well as to balance work life and family life for the people involved in implementing

the contract, which may include: adapting working hours to school hours, remote work, financial support to cover expenses for children's schools or care centres for dependents, etc.

- In drawing up and presenting the purpose of the contract, the company awarded the tender must incorporate a gender perspective and avoid elements of sexist discrimination in the use of language and images.

In cases where the contract implies processing personal data, the contracting company must give sufficient guarantees to apply appropriate technical and organizational measures, so that such processing is carried out in accordance with the EU 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 on the free movement of such data (GDPR), and Organic Law 3/2018 of 5 December on the protection of personal data and guarantee of digital rights, as well as complying with the security measures and other applicable obligations arising from the legislation on the protection of personal data.

The documentation and information that is released or to which access is provided in order to implement the services that are the purpose of this contract and which corresponds to the Museum responsible for the personal data file is confidential and may not be fully nor partially reproduced by any means or via any media. Therefore, it may not be processed or edited via computer, or transmitted to third parties beyond the strict scope of direct implementation of the contract.

It is obligatory to meet this condition for the purposes provided for in Article 211 of the LCSP. Failure to comply with this obligation shall imply termination of the contract and will give rise to the entity lodging a

complaint, in accordance with the provisions of Royal Legislative Decree 3/2011 of 14 November, to take the relevant legal action in defence of its interests.

During the implementation of the contract, a special condition for its implementation is deemed to be compliance with the provisions in force in terms of the social integration of people with disabilities, and of fiscal and environmental matters.

The company awarded the tender must comply with the Museu Nacional d'Art de Catalunya's Social Responsibility Policy and its Ethical Code.

<https://www.museunacional.cat/ca/responsabilitat-social-i-ambiental>

Furthermore, it is obliged to submit the documents pertaining to the coordination of business activities required via the coordination platform with which the Museum works, both in terms of the documents referring to the company and to the workers assigned to the contract. If said documents are not submitted, entry to the Museum will not be authorized for the staff assigned to the contract who come to carry out the jobs that are the purpose of the contract. This situation may give rise to termination of the contract, with no prejudice to the other possible consequences provided for by the legislation in force.

In any case, the special conditions for implementation of the contract are the ones stated as such in the contracting specifications.

#### G. Ethical clause

The highest posts, management staff, head posts, administrative posts and staff serving the public administration and in the public sector who intervene directly or indirectly in the public contracting procedure are

subject to the Code of Principles and Recommended Conduct in public contracting, and its provisions must be broadly applied across all activities that are part of any stage of the contracting procedure in keeping with the degree of intervention and responsibility in the contractual procedures.

By submitting their bid, the bidders imply their adherence to the Code of Principles and Conduct recommended in public contracting in accordance with the commitments as regards ethics and integrity that are part of the contractual relationship.

The tender bidders, contractors and subcontractors assume the following obligations:

- a) To observe the principles, standards and ethical canons of the activities, jobs and/or professions corresponding to the services provided that make up the purpose of the contracts.
- b) To not carry out activities that put at risk either the public interest in the scope of the contract or the services to be tendered.
- c) To report to the authorities any irregular situations that may arise in the public contracting processes or during the implementation of the contracts.
- d) To refrain from engaging in conduct that is intended to or may have the effect of impeding, restricting or falsifying competition, such as conduct that is collusive or involves fraudulent competition (complementary bids, bid suppression, market division, bid rotation, etc.).
- e) At the time the bid is submitted, the bidder must declare whether there is any situation of possible conflict of interest, under the provisions of Article 64 of the LCSP, or an equivalent relationship in this regard between the stakeholders in the project. If during the implementation of the contract a

situation of such nature arises, the contractor or subcontractor must contact the contracting body.

f) To respect the agreements and confidentiality rules.

g) Furthermore, the contractor must collaborate with the contracting body in the activities that are carried out to monitor and/or evaluate compliance with the contract, in particular facilitating information that may be requested of it for such purposes, and which the legislation on transparency and the public sector contract regulations impose on contractors with regard to the Museum or the archetypal administrations, with no prejudice to compliance with the obligations towards transparency that apply to them as provided directly law.

The bidders, contractors and subcontractors, or their subsidiary or related companies, agree to rigorously comply with tax, employment and social security legislation and, specifically, not to carry out financial transactions contrary to tax regulations in countries that do not have rules on the control of capital and which are considered to be tax havens by the European Union.

All of these obligations and commitments are deemed to special conditions for implementation of the contract.

The consequences or penalties for non-compliance with this clause are as follows:

- In the event of non-compliance with sections a), b), c), f) and g) of the previous sections on obligations, a minimum penalty is set of 0.60 euros per 1000 euros of the contract price, excluding VAT. This may be increased with reasoned proportionally in keeping with the

severity of the events. The severity of the events shall be determined by the damage caused to the public interest, recurrence of the events, or the obtaining of a benefit arising from the non-compliance. In all cases, the amount of each of the penalties may not exceed 10% of the price of the contract, excluding VAT, nor may the total amount exceed 50% of the contract price under any circumstances.

- In the event of non-compliance as provided for in Letter d) of the previous section of obligations, the contracting body shall report the events to the relevant authorities in matters of competition.
- In the event of non-compliance as provided for in Letter e) of the previous section on obligations, the contracting body shall inform the Ethics Committee on Public Procurement of the Generalitat de Catalunya (Government of Catalonia) so it may issue the pertinent report, with no prejudice to other penalties that may be laid down.
- If the seriousness of the events call for it, the contracting body shall inform the Anti-Fraud Office of Catalonia or the control and auditing bodies competent in the relevant matter.

#### **Seventeen.- LANGUAGE FOR WORK IN IMPLEMENTING THE CONTRACT**

The contracting company must use Catalan in its relations with the Museum arising from implementing the purpose of this contract. Moreover, the contracting company—and if necessary, the subcontracting companies—must at least use Catalan in the signage, publications, notifications and other communications of a general nature arising from implementing the services involved in the purpose of the contract.

In addition, in implementing the contract, the contracting company takes on the obligation to allocate the appropriate resources and personnel to ensure

that it will be able to pay personal attention at least in Catalan. To this end, the staff who may interact with the general public must have sufficient knowledge of the language to carry out the tasks of assistance, information and communication fluidly and adequately in Catalan.

In particular, the contracting company must always submit the documents necessary for this contract at least in Catalan. Furthermore, in implementing the contract, the contracting company takes on the obligation to allocate the resources and personnel to ensure that it will be able to pay personal attention at least in Catalan.

In all cases, in implementing the contract, the contracting company, and if applicable, the subcontracting companies, are subject to the obligations arising from Law 1/1998 of 7 January on linguistic policy and the provisions it deploys.

#### **Eighteen.- SUSPENSION OF THE CONTRACT**

When, in compliance with Art. 208 of the LCSP, as a result of amending the purpose of the contract, the Museum agrees to suspend the contract, a record must be made stating the circumstances that have led to it and the situation of events in the implementation.

#### **Nineteen.- MODIFICATION OF THE CONTRACT**

See Section L of the CCT.

#### **Twenty.- CAUSES FOR TERMINATING THE CONTRACT**

The contract shall be terminated if any of the causes provided for in Articles 211 to 213 and 313 to 315 of the LCSP arise.

Likewise, the following are specific causes for termination of the contract:

- Non-compliance with the obligations stated regarding the use of Catalan and, in general, non-compliance with any of the obligations concerning the use of Catalan arising from the provisions of Law 1/1998 of 7 January on linguistic policy and of the provisions implementing it. To this end, the certification shall be taken into account that is issued by the person designated by the Museum for monitoring this aspect while the contract is being implemented. Even so, before adopting measures to terminate the contract, the contracting body may require the contracting company to comply with the linguistic obligations of Catalan, applying the system of penalties provided for in the LCSP.
- A specific cause for termination of the contract is also lack of payment of the workers' salaries and of the Social Security contributions, as well as non-compliance with the rest of the obligations of a social, employment and environmental nature by the contracting company, or else infringement of the provisions on occupational health and safety.
- Recurrent failure to comply with the essential conditions of implementation.

In all cases, the procedure set out in Article 109 of the RGLCAP (General Regulation of the Law on Contracts for Public Administrations) shall be followed.

#### **Twenty-one.- RECEPTION**

The contract shall be understood to be fulfilled by the contractor who has implemented to the Museum's full satisfaction the totality of the contract's purpose in accordance with the terms set out.

Within a maximum of one month as of the end of the service which is the purpose of the contract, the Museum shall carry out the formal act of conformity or reception.

The person responsible for the contract must verify the effective compliance with the contractual clauses that lay down the obligations regarding the use of the Catalan language, and shall refer to this expressly in the certificates for reception and correct implementation.

#### **Twenty-two.- MUSEUM'S PREROGATIVES**

The contracting body has the power to interpret the contract for which these specifications are provided, and to resolve any queries that may arise in order to comply with it. It may also amend the contract, provided there are reasons of public interest and it is done within the limits set and in accordance with the requirements provided for in these ruling specifications.

The agreements dictated by the Museum in the eventual implementation of the aforementioned prerogatives for interpretation and the amendments that it makes to this agreement, are to be implemented immediately.

#### **Twenty-three.- RESOURCES, PROVISIONAL REMEDIES AND SPECIAL CIRCUMSTANCES FOR CONTRACTUAL NULLITY**

In accordance with Article 44 of the LCSP: the tender notifications, the specifications and the contractual documents that set out the conditions that are to govern the contract; the procedural acts that directly or indirectly decide upon the tender award, determine the impossibility of continuing the procedure or may lead to defencelessness or irreparable damage to rights or legitimate interests; the agreements to award this contract; and the modifications provided for in the specifications, are all

susceptible to special appeal in matters of contracting on a discretionary basis.

Said appeal may be lodged through the Catalan Court of Public Sector Contracts, prior or alternatively to lodging the administrative appeal, in accordance with Law 28/1998 of 13 June regulating the administrative jurisdiction, and which is governed by the provisions of Articles 44 et seq. of the LCSP.

An appeal for reversal may be lodged against the acts adopted by the contracting body as regards the effects, compliance and termination of this contract, to the same body that dictated them—within one month as of the date the notification is received, or else an administrative appeal to the High Court of Justice of Catalonia—within two months as of the notification being received, in accordance with the provisions of Article 123 of Law 39/2015 of 1 October on the common administrative procedure for public administrations. It is not possible to lodge administrative appeals for purposes that have been expressly resolved or which have resulted in the presumed dismissal of the appeal for reversal lodged.

The agreements that the contracting body adopted in carrying out the prerogatives of interpreting this contract, resolving the doubts arising in complying with it, modifying it for reasons of public interest, except for the case in which the modifications are provided for in the specifications and agreeing to the resolution and its effects, are all susceptible to appeals for reversal made to the same body that dictated them —within one month as of the date of receipt of the notification, or else administrative appeals to the High Court of Justice of Catalonia—within two months as of the date of receipt of the notification, in accordance with the provisions of Article 123 of Law 39/2015 of 1 October on the common administrative procedure for

public administrations. It is not possible to lodge administrative appeals for purposes that have been expressly resolved or which have resulted in the presumed dismissal of the appeal for reversal lodged.

#### Provisional remedies

In order to lodge a special appeal in matters of contracting, the persons who may legitimately lodge it may request provisional measures be taken by the Catalan Court of Public Sector Contracts, in accordance with the provisions in Article 49 of the LCSP.

#### Regime of Invalidation

The acts of preparing and awarding this contract are subject to the general regime of invalidity provided for in Articles 38 to 43 of the LCSP.

This contract shall be void in the cases provided for in Article 39 of the LCSP.

### **Twenty-four.- RESOLUTION OF INCIDENTS**

Incidents that may arise between the Museum and the contractor in implementing the contract due to differences in interpreting the agreement or the need to modify the contractual terms must be processed through a disciplinary statement of facts that necessarily includes the actions described in Article 97 of the General Regulations of the Contract Law for Public Administrations. This procedure will not lead to a suspension of the contract unless there are justified reasons of public interest or the nature of the incidents so require it.

**Twenty-five.- PERSON RESPONSIBLE FOR THE CONTRACT**

In accordance with Article 62.1 of the LCSP, the person responsible for the contract will be the one responsible for supervising its implementation, adopting the decisions and issuing the necessary instructions for the purpose of ensuring that the agreed service is carried out properly within the scope of the powers attributed to said person.

The contracting body shall appoint the person who holds the Strategic Projects Coordination post for the Museu Nacional d'Art de Catalunya as the person responsible for the contract.

When this contract terminates, this will be the person responsible for carrying out the final evaluation report.

**ANNEXES**

**ANNEX I. See documents of the Particular Technical Prescriptions Specifications (PPT in Catalan).**

**ANNEX II. ECONOMIC, FINANCIAL AND TECHNICAL SOLVENCY**

**ANNEX III. EVALUATION CRITERIA**

**ANNEX IV-A. STATEMENT OF COMPLIANCE WITH CONDITIONS (RELIC)**

**ANNEX IV-B. STATEMENT OF COMPLIANCE WITH CONDITIONS**

**ANNEX V. STATEMENT OF COMMITMENT TO MAINTAINING COLLABORATORS**

**ANNEX VI. GUARANTEE FORM**

**ANNEX VII. SURETY BOND FORM**

**ANNEX VIII. JOINT VENTURE**

**ANNEX IX. CERTIFICATE FORM ON COMPLIANCE WITH REGULATIONS ON THE SOCIAL INTEGRATION OF DISABLED PEOPLE**

**ANNEX X. STATEMENT OF CONFIDENTIALITY OF DATA AND DOCUMENTS**

**ANNEX XI. STATEMENT OF ABSENCE OF CONFLICT OF INTERESTS BY THE BIDDING COMPANY**

**ANNEX XII. STATEMENT OF ABSENCE OF CONFLICT OF INTERESTS  
BY THE COMPANY AWARDED THE TENDER**

**ANNEX XIII. DOCUMENT OF INFORMATION AND AGREEMENT FOR  
THE SUPPLIERS OF THE MUSEU NACIONAL D'ART DE CATALUNYA**

**ANNEX XIV. ESPD**

**ANNEX XV. INFORMATION ABOUT THE COMPANIES THAT HAVE  
ADVISED THE MUSEUM**

**ANNEX I**

**(See documents of the Particular Technical Prescriptions Specifications (PPT in Catalan)).**

## **ANNEX II.**

### **ECONOMIC, FINANCIAL AND TECHNICAL SOLVENCY**

#### **ECONOMIC AND FINANCIAL SOLVENCY**

1. The justification for the economic and financial solvency of the company requires mandatory accreditation with the submission of the following documents:

Justification of the existence of civil liability insurance for professional risks, valid at least until the end of the submission of bids and which must be at least for the amount corresponding to the drafting of the project (€3,600,205.82; excl. VAT), accompanied by the agreement to renewal or extension so as to guarantee its cover is maintained during the implementation of the contract.

Or else:

-Annual business turnover referring to the year with the greatest business turnover in the last 3 tax years ended, and which must be at least for the amount corresponding to the drafting of the project (€3,600,205.82 excl. VAT). This annual turnover shall be accredited via the annual accounts approved and deposited in the Companies Registry, if the company is registered in said registry, or if not, via the accounts deposited in the official registry in which it has been registered. Individual businesspeople not registered in the Companies Registry must accredit their annual turnover using their inventory books and annual accounts legalized by the Companies Registry.

- Alternatively, for the same amounts as in the previous section, the aforementioned solvency may be accredited by means of the ways provided for in Article 87.1, Sections b) or c) of the LCSP.

Accreditation of documents shall be carried out in accordance with the provisions provided for in Article 87.2 of the LCSP.

Based on an analysis of these documents, it must be accredited that the bidding company is not technically in a situation of failure.

## **TECHNICAL OR PROFESSIONAL SOLVENCY**

### **a) Author of the project**

The accreditation of solvency detailed below, for this person, must necessarily be included in the contents of envelope A.

1 team coordinator, the person responsible for the project and management of the building work, with a higher degree in architecture certified by the competent authorities. In the case of natural persons, this person must be the bidder himself/herself.

- Experience of no less than 10 years in exercising the profession.
- Have drafted a project similar to the purpose of the contract in the last 15 years, according to the following description:

Final architectural plan (validated or equivalent) of a cultural centre with exhibition spaces; for which the value of the work on the rehabilitation and/or restoration project or new construction work is for a BAC amount (VAT included) equal to or greater than €3,000,000.00, and furthermore, with a surface area to work on of 2,000.00 m<sup>2</sup> or more.

In any case, the corresponding certificates or documents issued by the clients of the projects must identify the following data:

- Brief description of the project or some of the tasks carried out (also indicating the place where they have been done, the recipient of the materials, date of implementation).
- Years and end of implementation.
- Price of the project implemented.
- Built-on surface area of the work.

**b) Team of collaborators**

- **1 Architect specializing in heritage rehabilitation.**
  - With a higher degree in Architecture.
  - Experience of no less than 10 years in exercising the profession.
  - Have drafted a project of a similar type to the purpose of the contract in the last 15 years, according to the following description:

Final architectural plan (validated or equivalent) of restoration and/or rehabilitation of a heritage building classified as a Cultural Asset of Local Interest (BCIL in Catalan) or greater (according to Law 9/1993 of 30<sup>th</sup> September on Catalan Cultural Heritage, that is, Cultural Asset of Local Interest (*Bé Cultural d'Interès Local*), Cultural Asset of National Interest (*Bé Cultural d'Interès Nacional*), Asset of Cultural Interest (*Bé d'Interès Cultural*) - General Registry of Assets of Cultural Interest); for which the value of the building work on the rehabilitation and/or restoration project is for a BAC amount (VAT

included) equal to or greater than €1,000,000, and furthermore, with a surface area to work on of 2,000.00 m<sup>2</sup> or more.

In any case, the corresponding certificates or documents issued by the clients of the projects must indicate the following data:

- Heritage classification information file for the building.
- Brief description of the project or some of the tasks carried out (also indicating the place where they have been done, the recipient of the materials).
- Years and end of implementation.
- Price of the project implemented.
- Surface area of the work.
- **1 technical specialist in facilities.**
  - With a higher or technical degree in Industrial Engineering.
  - Experience of no less than 10 years in exercising the profession.
  - Have participated in the last 15 years in drafting or managing the building work of an architectural plan with technical approval for the rehabilitation of a building in an urban area, with an area worked on equal to or greater than 2,000.00 m<sup>2</sup> and a BAC equal to or greater than 1,000,000.00 euros, including VAT.

In all cases, the corresponding certificates or documents issued by the clients of the projects must indicate the following data:

- A brief description of the project or some of the tasks carried out (also indicating the place where they have been done, the recipient of the materials).
- Years and end of implementation.
- Price of the project implemented.
- Built-on surface area of the work.
- **1 technical specialist in sustainability and energy efficiency.**
  - With a higher degree in Architecture or higher or technical degree in Industrial Engineering.
  - Experience of no less than 5 years in exercising the profession.
- **1 technical specialist in structures.**
  - With a higher degree in Architecture or Civil Engineering.
  - Experience of no less than 10 years in exercising the profession.
- **1 technical specialist in appraisals, budgeting, cost and time control.**
  - With an Architecture degree; or Architectural Technologist or equivalent degree; or higher or technical Industrial Engineering.
  - Experience of no less than 10 years in exercising the profession.
- **1 technical specialist in building work planning and construction processes.**

- With an Architecture degree; or Architectural Technologist or equivalent degree; or higher or technical Industrial Engineering.
- Experience of no less than 10 years in exercising the profession.
- **1 specialist restoration technician.**
  - With a degree in Conservation-Restoration; or Fine Arts plus a postgraduate degree in Conservation-Restoration.
  - Experience of no less than 5 years in exercising the profession.
- **1 technical specialist in museography.**
  - With a degree in Architecture or Fine Arts and in both cases in addition with a postgraduate degree in Museography.
  - Experience of no less than 10 years in exercising the profession.
  - Have participated over the last 15 years in their specialization in drafting or managing the building work of an architectural plan (validated or equivalent) for museum use.

In all cases, the corresponding certificates or documents issued by the project's clients must indicate the following data:

- A brief description of the project or some of the tasks carried out (also indicating the place where they have been done, the recipient of the materials).
- Years and end of implementation.
- Price of the project implemented.

- Built-on surface area of the work.
- **1 technical specialist in museum lighting.**
- With a Higher or Technical degree in Architecture, Engineering, Fine Arts or Physics; plus, in all cases, a postgraduate degree in Architectural Illumination.
- Experience of no less than 10 years in exercising the profession.
- Have participated over the last 15 years in their specialization in drafting or managing the building work of an architectural plan (validated or equivalent) for museum use.

In all cases, the corresponding certificates or documents issued by the project's clients must indicate the following data:

- A brief description of the project or some of the tasks carried out (also indicating the place where they have been done, the recipient of the materials).
- Years and end of implementation.
- Price of the project implemented.
- Built-on surface area of the work.
- **1 technical specialist in BIM Management.**
- With a degree in Architecture; or Architectural Technologist or equivalent degree; or higher or technical degree in Industrial Engineering.
- Experience of no less than 5 years in exercising the profession.

The bidding company must accredit:

- That the team of collaborators proposed has the qualifications required in the above sections with the degrees (copy in PDF) or with a certificate issued by a competent authority, such as professional associations.
- The CVs of the team of collaborators must be included in order to accredit experience.

As documentation prior to being allocated the award, the bidding company awarded the contract must submit the certificates accrediting it, signed by the companies, organizations, etc., where the jobs have been carried out in exercising the profession. The total accumulation of certificates submitted must accredit the total of all years required.

Under Annex V, the bidding company must state its agreement to maintain this team of collaborators for the entire duration of the contract in force (both for STAGE 1 and STAGE 2, if applicable), or to inform the Museum in the event of substitution during this period due to *force majeure* by a professional with equivalent experience and suitable qualifications, prior approval by the Museum.

Conditions applicable to the author and to the technical specialists

- Specialized technicians can apply for different candidacies. The Author will NOT be able to compete in other candidacies, either as an Author or as a specialist.
- One specialist technician may be able to take on up to a maximum of THREE (3) specializations. As for the Author, he/she may take on a

maximum of TWO (2) additional specializations. In all cases, in order to take on a specialization it will be necessary to prove they have the qualifications, knowledge and experience required in these specifications.

- Failure to provide the various technical experts (Author and Specialists) will be grounds for exclusion from the tender due to lack of accreditation of technical solvency.

### **ANNEX III. EVALUATION CRITERIA AND INSTRUCTIONS FOR SUBMITTING THE PROPOSALS (FIRST AND SECOND PHASES)**

#### **FIRST PHASE OF TENDER: EVALUATION CRITERIA FOR THE TECHNICAL PROPOSAL OF THE INITIAL IDEA (ENVELOPE B)**

Maximum total score: 100 points.

The following scoring criteria will be considered, listed in descending weighted order:

#### **1. Compliance with the programme and functional quality of the proposal, up to 40 points.**

The following will be scored:

- Adaptation of the proposal to the functional programme (spaces and areas), and especially to the Palau Victòria Eugènia venue, up to 15 points.

- The localization of the large areas, their interrelation and the clarity of the internal traffic flow, especially in the Palau Victòria Eugènia venue, up to 10 points.
- Continuity of the Museum. The proposal of an underground connection between the Palau Victòria Eugènia and the Palau Nacional venues (for the flow of people, works of art and installations) enabling the facilities to work and be understood as a single whole, up to 15 points.

**2. Architectural quality of the proposal, taking into consideration the pre-existing constructions, up to 40 points.**

The following will be scored:

- The architectural quality of the proposal: intrinsic architectural and heritage values of the proposal submitted, up to 15 points.
- The new main access to the Museum. The representativeness and visibility of the proposal for the main entrance to the Museum located at the base of the building's façade of the Palau de Victoria Eugènia from Carles Buïgas square, and its link with the building's heritage values, up to 15 points.
- External connection between the Palau Victòria Eugènia and the Palau Nacional for the flow of people and access to the Palau Nacional building. The proposal for an outside public connection between the two Palaus that should be accessible and include spaces with climate protection, without altering the values of the existing public space, up to 10 points.

### **3. Environmental and energetic sustainability of the proposal, up to 10 points.**

The following will be scored:

- The functional sustainability of the proposal: optimization of the flows of people, orientation of the proposal, and better usage of the area, up to 5 points.
- Passive sustainability: evaluation of architectural and construction solutions aimed at reducing energy consumption, up to 5 points.

### **4. Economy of the architectural proposal, up to 10 points:**

The following will be scored:

- The economy of the proposal, both from the point of view of construction and exploitation, up to 5 points.
- Simplicity in the structural and construction solution, up to 5 points.

In the first phase, a maximum of five (5) candidates will be selected, which shall be the ones that participate in the second phase. These 5 proposals will include those that have achieved the highest score, provided that they reach the minimum required technical score of 50 points.

### **INSTRUCTIONS FOR SUBMITTING THE TECHNICAL PROPOSAL OF THE INITIAL IDEA:**

The proposal for the initial idea is to be submitted on TWO horizontal sheets of DIN-A2 (420×594 mm) in \*.pdf format, and should include the graphic and written documentation necessary to define the initial idea for

the proposal. The sheet must show the written and graphic documentation in 2D or 3D or images or diagrams which, in the opinion of the bidder, best represent the conceptual idea of the proposal, taking into consideration the aspects provided for in the evaluation criteria of the above paragraph.

The proposal for the initial idea shall be structured as follows:

### **SHEET 1**

- Table 1:
  - Project title – Slogan and page number
- Table 2: Briefing 1. using Arial 11 font or similar, which shall contain:
  - Summary highlighting the most important aspects of the initial proposal, considering the evaluation criteria of the technical proposals.
- Table 3: Graphic documentation 1. This shall contain, to be chosen from among the following:
  - Layout, access and external connections between the Palau Nacional building and the Palau de Victòria Eugènia, and integration within the environs.
  - Technical drawings: floor plan, cross-sections and elevations
  - Diagrams
  - 3D images

## SHEET 2

- Table 1:
  - Project title – Slogan and page number
- Table 2: Graphic documentation 2. Other graphic documentation that has not been included in the “graphic documentation 1” table.
  - Layout, access and external connections between the Palau Nacional building and the Palau de Victòria Eugènia, and integration within the environs.
  - Technical drawings: floor plan, cross-sections and elevations, etc.
  - Diagrams
  - 3D images
- Table 3: Briefing 2. Using Arial 11 font or similar, which shall contain:
  - Summary table of the surface areas for implementation of the functional programme.

No other documents in addition to those indicated shall be accepted or taken into consideration, nor will information that is annexed in external links be accepted.

Orientative model of the technical proposal on TWO horizontal DIN-A2 (420×594 mm) sheets to be submitted in a \*pdf document.:

FULL 1	FULL 2												
<table border="1"><tr><td>QUADRE 1</td><td colspan="2"></td></tr><tr><td>QUADRE 2</td><td>QUADRE 3</td><td></td></tr></table>	QUADRE 1			QUADRE 2	QUADRE 3		<table border="1"><tr><td>QUADRE 1</td><td colspan="2"></td></tr><tr><td>QUADRE 2</td><td></td><td>QUADRE 3</td></tr></table>	QUADRE 1			QUADRE 2		QUADRE 3
QUADRE 1													
QUADRE 2	QUADRE 3												
QUADRE 1													
QUADRE 2		QUADRE 3											

## **SECOND BIDDING PHASE. SCORING CRITERIA FOR DETAILED TECHNICAL PROPOSAL (ENVELOPE C)**

Maximum total score: 100 points.

The following scoring criteria will be taken into account, listed in descending weighted order:

### **1. Compliance with the programme and functional quality of the proposal, up to 35 points.**

The following will be scored:

- Adaptation of the proposal to the functional programme (spaces and areas), and especially to the Palau Victòria Eugènia venue, up to 15 points.
- The localization of the large areas, their interrelation and the clarity of the internal traffic flow, especially in the Palau Victòria Eugènia venue, up to 5 points.

- Continuity of the Museum. The proposal of an underground connection between the Palau Victòria Eugènia and the Palau Nacional venues (for the flow of people, works of art and installations) enabling the facilities to work and be understood as a single whole, up to 15 points.

**2. Architectural quality of the proposal, taking into consideration the pre-existing constructions, up to 35 points.**

The following will be scored:

- The architectural quality of the proposal: intrinsic architectural and heritage values of the proposal submitted, up to 15 points.
- The new main access to the Museum. The representativeness and visibility of the proposal for the main entrance to the Museum located at the base of the building's façade of the Palau de Victoria Eugènia from Carles Buigas square, and its link with the building's heritage values, up to 15 points.
- External connection between the Palau Victòria Eugènia and the Palau Nacional for the flow of people and access to the Palau Nacional. The proposal for an outside public connection between the two Palaus that should be accessible and include spaces with climate protection, without altering the values of the existing public space, up to 5 points.

**3. Environmental and energetic sustainability of the proposal, up to 10 points.**

The following will be scored:

- The functional sustainability of the proposal: optimization of the flows of people, orientation of the proposal, and better usage of the area, up to 5 points.
- Passive sustainability: scoring of construction solutions aimed at reducing energy consumption, up to 5 points.
- The criteria of efficiency as regards the running and maintenance of the building (tendency towards self-sufficiency, reduction of energy demands, control of energy consumption and use, etc.), up to 5 points.

#### **4. Economy of the proposal, up to 10 points**

The following will be scored:

- The general economic side of the proposal, both from the point of view of construction and exploitation, up to 2 points.
- Simplicity in the structural and construction solution, up to 2 points.
- The use of materials and construction solutions that minimize maintenance costs, up to 2 points.
- The feasibility and coherence of the possible construction solutions with respect to the available resources: planned investment, timings, phases of work, etc., up to 2 points.
- Reasoned reduction of the cost of the work, up to 2 points.

#### **5. Calendar of the proposal, up to 5 points.**

The following will be scored:

- The details and scheduling of the tasks by means of a timeline, including the detection of critical milestones and points, up to 5 points.

**INSTRUCTIONS FOR SUBMITTING THE DETAILED TECHNICAL PROPOSAL:**

A. Graphic documents

The technical proposal is to be submitted on FOUR vertical DIN-A1 (594×841 mm) sheets in \*.pdf format, which shall include the graphic documents to define the idea for the proposal. The sheet must show the written and graphic documents in 2D or 3D images or diagrams which, in the opinion of the bidder, best represent the conceptual idea of the proposal, considering the aspects provided for in the evaluation criteria of the paragraph above.

The proposal must be structured as follows:

**SHEET 1**

- Table 1:
  - Project title – Slogan and page number
- Table 2: Graphic documentation 1. The one included in the document, to be chosen from between the following:
  - Implementation of the proposal.
  - Technical drawings: floor plan, cross-sections and elevations,

etc.

- Explanatory diagrams.
- Construction details.
- 3D images

## **SHEET 2**

- Table 1:
  - Project title – Slogan and page number
- Table 2: Graphic documentation 2. Other graphic documents that have not been put in the Tables “Graphic documentation 1, 3 and 4”

## **SHEET 3**

- Table 1:
  - Project title – Slogan and page number
- Table 2: Graphic documentation 3. Other graphic documents that have not been put in the tables “Graphic documentation 1, 2 and 4”

## **SHEET 4**

- Table 1:
  - Project title – Slogan and page number
- Table 2: Graphic documentation 4. Other graphic documents that have not been put in the tables “Graphic documentation 1, 2 and 3”.

Pages that go beyond the maximum established length will not be reviewed. Moreover, no other documents in addition to those indicated shall be accepted or taken into consideration, nor will information that is annexed in external links be accepted.

Orientative model for the technical proposal on FOUR horizontal DIN-A2 (420×594 mm) sheets to be submitted in a \*.pdf document.:

SHEET 1, 2, 3 & 4.



#### B. Written briefing

Presentation of a written report, of a length not exceeding 5 DIN A4 folios in \*.pdf format, single-sided in Arial 11 font, with:

1. Development of the general idea for the proposal.
2. The proposal's main technical characteristics.
3. Summary highlighting the most important aspects of the proposal, taking into account the scoring criteria for the technical proposals:

- Compliance with the programme and functional quality of the proposal, with tables of the surface areas.
- Architectural quality of the proposal, taking into consideration the pre-existing constructions.
- Environmental and energetic sustainability of the proposal.
- Economical side of the proposal.
- Calendar for the proposal, with a reasoned timeline.

Pages that go beyond the maximum established total length will not be reviewed. Moreover, no other documents in addition to those indicated shall be accepted or taken into consideration, nor will information that is annexed in external links be accepted.

**ANNEX IV-A. STATEMENT OF COMPLIANCE WITH CONDITIONS  
(RELIC, the Catalan Electronic Registry for Tendering and Classified  
Companies) (to be included in envelope A)**

Mr./Ms. .... as legal representative  
of the company ..... states under his/her  
responsibility that the company he/she represents, as the bidder for the  
contract of the Tender for projects with intervention by a jury to select the  
project for the expansion and rehabilitation of the Museu Nacional d'Art de  
Catalunya:

-That it complies with the conditions legally established for contracting  
between the Administration and its Public Sector in relation to the following  
sections:

- legal personality and, where applicable, its representation.
- economic, financial and technical solvency and business classification,  
as applicable.
- not forbidden from contracting (Art. 71 of LCSP).
- subject to Spanish jurisdiction in the event of litigation, in the case of  
foreign companies.

-That the information appearing in the certificate of the Registry of  
Tendering and Classified Companies of Catalonia attached is valid.

-That it is up to date in complying with its tax obligations and as per Social  
Security, in accordance with the provisions of Articles 13 and 14 of the  
General Regulation of Contract Law for Public Administrations, approved by  
Royal Decree 1098/2001, of 12.10.2001 and that it authorizes the

contracting body to obtain the data or registration documents directly from the competent administrative bodies, as well as those relating to tax obligations and Social Security that are required to proceed, if applicable, to award the contract.

-That the email address to which to send the communications and notifications in the bidding process and, if applicable, the subsequent procedures for awarding, formalizing, modifying, negotiating, implementing and normal or abnormal termination of the contract, is

.....

-That the company has the corresponding plan for equal opportunities between women and men.

-That in the event of being awarded this contract, it agrees to ascribe the material and/or staff resources necessary to properly implement the tasks subject to the contract.

-That in the event of being proposed as the awardee, it will provide the documents appearing in the first section of this statement, this being an obligatory requirement in order to award the contract.

-That the company's workforce, if obliged to do so, shall have workers with disabilities accounting for no less than 2% of the workforce, or that some of the alternative measures provided for in Article 2 of Royal Decree 364/2005 of 8 April have been adopted.

-That the email address(es) that will receive the notifications of the provision of the electronic notifications via *e-Notum* is.....

-That the signee of this statement holds the sufficient capacity, in the representation with which she/he acts, to attend and sign this statement and the rest of the documents required to contract, including the economic bid.

And for the record, I sign this statement of compliance.

*Electronic signature of the representative of the bidding company*

**ANNEX IV-B. STATEMENT OF COMPLIANCE WITH CONDITIONS (to be included in envelope A)**

Mr./Ms. .... as legal representative of the company ..... states under his/her responsibility that the company he/she represents, as the bidder for the contract of the Tender for projects with intervention by a jury to select the project for the expansion and rehabilitation of the Museu Nacional d'Art de Catalunya:

-That the **SLOGAN USED IN ENVELOPES B and C** is:

.....

-That it complies with the conditions legally established for contracting between the Administration and its Public Sector in relation to the following sections:

- legal personality and, where applicable, its representation.
- economic, financial and technical solvency and business classification, as applicable.
- subject to Spanish jurisdiction in the event of litigation, in the case of foreign companies.

-That it is empowered to contract with the Administration and its Public Sector since, having the capacity to act, it is not compromised by any of the circumstances forbidding contracting provided for in Article 71 of the LCSP.

-That it is up to date in compliance with its tax obligations and with Social Security, in accordance with the provisions of Articles 13 and 14 of the

General Regulation of Contract Law of Public Administrations, approved by Royal Decree 1098/2001 of 12 October.

-That it does not fail to comply with any of the circumstances referred to in Law 25/1983 of 26 December on incompatibilities of high posts, as well as Law 21/1987 of 26 November on incompatibilities of staff at the service of the Administration of the Generalitat (Government of Catalonia), and Law 13/2005 of 27 December on the regime of incompatibilities of high posts at the service of the Generalitat, nor any other legislative provision on incompatibilities.

-That the company complies with all of the requirements and obligations required by the regulations in force to ensure its legal opening, installation and running.

-That the information and documents provided are absolutely true.

-That it authorizes the contracting body to obtain the data or registration documents directly from the competent administrative bodies, as well as the information pertaining to the tax obligations and the Social Security required to proceed, if applicable, to award the contract.

-That the email address to which to send the communications and notifications in the bidding process and, if applicable, the subsequent procedures for awarding, formalizing, modifying, negotiating, implementing and normal or abnormal termination of the contract, is

.....

-That the company, if obliged to do so, has the corresponding plan for equal opportunities between women and men.

-That the company, if obliged to do so, has a plan against sexual harassment or else harassment by reason of sex, with the measures to prevent, avoid and eradicate sexual harassment or harassment by reason of sex, in relation to the staff assigned to implement the contract.

-That in the event of being awarded this contract, it agrees to ascribe the material and/or staff resources necessary to properly implement the tasks subject to the contract.

-That in the event of being proposed as the awardee, it will provide the documents appearing in the first section of this statement, this being an obligatory requirement in order to award the contract.

-That, in the case of a foreign company, it is subject to the Spanish courts of any level or system for all incidents that may arise from the contract, expressly waiving its own jurisdiction.

-That the company's workforce, if obliged to do so, contains at least 2% of workers with disabilities, or that some of the alternative measures provided for in Article 2 of Royal Decree 364/2005 of 8 April have been adopted.

-That the email address(es) that will receive the notifications of the provision of the electronic notifications via eNotum is

.....

-That the signee of this statement holds the sufficient capacity, in the representation with which she/he acts, to attend and sign this statement and the rest of the documents required to contract, including the economic bid.

And for the record, I sign this statement of compliance.



*Electronic signature of the representative of the bidding company*

**ANNEX V. STATEMENT OF COMMITMENT TO MAINTAINING  
COLLABORATORS**

Mr./Ms. ...., as legal representative of the company ..... states under his/her responsibility that the company he/she represents, as the bidder for the contract of the Tender for projects with intervention by a jury to select the project for the expansion and rehabilitation of the Museu Nacional d'Art de Catalunya:

- That in the event of being awarded this contract, it is committed to keeping the collaborators submitted with technical solvency in Annex II in their post for the duration of its validity.
- That in the event of not being able to maintain any of these collaborators due to *force majeure*, the Museum shall be immediately informed and he/she will be replaced by a professional with equivalent experience and suitable qualifications, after validation by the Museum.

And for the record, I sign this statement of compliance.

*Electronic signature of the person representing the bidding company*



**ANNEX VI. GUARANTEE FORM**

The entity (legal business name of the credit institution or reciprocal guarantee company).....  
....., NIF (tax ID) ..... with official address (for the purpose of notifications or court orders) to .....  
..... at Carrer / Plaça / Avinguda .....  
..... Postcode ..... and on its behalf (name and surname(s) of the persons with power of attorney) .....  
.....  
....., with sufficient powers to be bound by this act, according to the verification of the representation at the foot of this document,

**GUARANTEES**

(name and surname(s) or business name of the guaranteed party)  
....., NIF (tax ID) ..... by virtue of the provisions of Article 107 et seq. (definitive guarantees) of the LCSP, to respond to the following obligations: (give details of the purpose of the contract or obligation assumed by the guaranteed party)  
.....  
towards the Consorci del Museu Nacional d'Art de Catalunya (Consortium of the Catalan National Art Museum) to the sum of: (in letters).....  
.....euros (in numbers)  
..... (.....).

The guaranteeing entity states under its own responsibility that it complies with the requirements provided for in Article 56.2 of the General Regulations of Contract Law for Public Administrations.

This guarantee is provided jointly and severally with respect to the principal, expressly waiving the benefit of excussion and agreeing to pay the first demand from the *Caixa General de Dipòsits* (Central Securities Depository, CGD) and subject to the terms provided for in the Public Sector Contracts Law, in the complementary norms and in the regulations of the *Caixa General de Dipòsits*.

This guarantee shall remain in force until .....  
 ..... (indicate the contracting body) or whoever in its name is legally empowered to do so by law, authorizes its cancellation or refund in accordance with the provision of the Public Sector Contract Law and complementary legislation.

.....  
 (place and date)

.....  
 (entity's legal business name)

.....  
 (signature of those with power of attorney)

<p>VERIFICATION OF THE REPRESENTATION BY THE LEGAL          CONSULTANCY OF THE CGD OR THE SOLICITOR GENERAL</p>		
Province:	Date:	Number or Code:

Province:

Date:

Number or Code:

**ANNEX VII. SURETY BOND FORM**

Certificate number .....

<sup>1</sup> ..... (hereinafter, the insurer), with official address at....., Carrer....., and CIF (tax ID) ..... , duly represented by <sup>2</sup> ..... , with sufficient powers to be bound in this act, as arising from the validation of powers indicated at the foot of this document .....

**INSURES**

<sup>3</sup> ..... , NIF / CIF (tax ID no.) ..... , as holder of the insurance contract, against<sup>4</sup> ..... , hereinafter the insured party, up to the amount in euros of<sup>5</sup> ..... , under the conditions provided for in the Public Sector Contracts Law and the specifications of particular administrative clauses which govern the contract <sup>6</sup> ..... , as a definitive guarantee, to answer to the obligations, penalties and other costs that may arise in keeping with the rules and other administrative conditions mentioned above with respect to the insured party. The insured party states under its own responsibility that it complies with the requirements provided

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<sup>1</sup> The complete legal business name of the insuring company must be given.  
<sup>2</sup> Name and surname(s) of the person(s) with power of attorney.  
<sup>3</sup> Name of the insured party.  
<sup>4</sup> Contracting body.  
<sup>5</sup> Amount in letters and numbers for which the insurance is established.  
<sup>6</sup> Identify individually and sufficiently (nature, class, etc.) the contract under which the guarantee is being provided.



for in Article 56.2 of the General Regulations of the Contract Law for Public Administrations.

Non-payment of the premium, whether it is a single one, the first or subsequent ones, will not allow the insurer to terminate the contract, nor will it be extinguished, nor will the insurer's coverage be suspended, nor will they be released from the obligation, in the event that the insurer must enforce the guarantee.

The insurer will not be able to challenge the insured party against exceptions that may arise against the insurance holder.

The insurer takes on the commitment to indemnify the insured party at the first demand from *La Caixa General de Dipòsits* (Central Securities Depository), under the terms established in the Public Sector Contracts Law.

This security insurance shall be in force until.....  
or whoever in their name is legally empowered by them authorizes the cancellation or refund, in accordance with the provisions in the Public Sector Contracts Law and complementary legislation.

In....., on ..... of . ....., 20.....

Signed:

Insurer

VERIFICATION OF THE REPRESENTATION BY THE LEGAL CONSULTANCY OR THE SOLICITOR GENERAL		
Province:	Date:	Number or Code:

**ANNEX VIII. JOINT VENTURE**

Mr./Ms. .... resident at  
....., in Carrer ..... no. ....,  
and with NIF (tax ID) ....., (in their own / company's name  
and representation)....., with a stake in the JV of .....%

and Mr./Ms. .... resident at  
....., in Carrer ..... no. ....,  
and with NIF (tax ID) ....., (in their own / company's name  
and representation)....., with a stake in the JV of .....%

etc.

agree, in accordance with the provisions of Article 69 of the LCSP, in the event of being awarded this contract, to formalize, via notarial instrument, the Joint Venture and to appoint Mr/Ms.....with DNI (ID)..... as sole representative of the Joint Venture, under the terms provided by the aforementioned Article 69 of the LCSP.

The duration of this Joint Venture will coincide with the duration of the contract until its termination.

*Electronic signatures of the representatives of the companies that are parties in the Joint Venture.*

**ANNEX IX. CERTIFICATE FORM ON COMPLIANCE WITH  
REGULATIONS ON THE SOCIAL INTEGRATION OF DISABLED PEOPLE**

*(to be filled in only by companies with 50 or more permanent employees)*

**Company identification information**

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Surname(s) & name, or business name NIF (tax ID)

**Details of the person acting on behalf of the company**

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Surname(s) and name NIF (tax ID)

**Details of the contract**

---

Purpose of the contract: Tender for projects with intervention by a jury to select the project for the expansion and rehabilitation of the Museu Nacional d'Art de Catalunya, and the awarding of the contract for services related to the drawing up the draft project for the expansion and rehabilitation of the Museu Nacional d'Art de Catalunya, as well as the possible awarding to the winners of the tenders of the subsequent jobs referred to as "Possible subsequent awards" in these specifications.

**I certify**

That the company is made up of a number of disabled workers accounting for no less than 2% of the workforce so that the overall number of workers on the staff is....., of whom .....  
(also indicate the number) are disabled workers.

Or (tick only the corresponding box):

That the company has obtained the statement of exceptionality provided for in Article 1 of Royal Decree 364/2005 of 8 April, which regulates alternative compliance of an exceptional nature to the proportion reserved in favour of workers with disabilities (of which I have attached a copy) and that it has adopted the alternative measures provided for in Article 2 of the Royal Decree<sup>1</sup>, as follows:

.....  
.....  
.....

And for the record, I sign and stamp this certificate.

Place and date

*Electronic signature of the representative of the bidding company*

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<sup>1</sup> Article 2.1 of Royal Decree 364/2005 of 8 April, regulating alternative compliance of an exceptional nature to the proportion reserved in favour of disabled workers.

The alternative measures that companies can apply to comply with the obligation to reserve jobs in favour of people with disabilities are as follows:

- a) Signing a business or civil contract with a special job centre, or with a self-employed worker with a disability, to supply raw materials, machinery, equipment or any other type of necessary assets for the normal running of the activity of the company opting for this measure.
  
- b) Signing a business or civil contract with a special job centre, or with a self-employed worker with a disability, to provide services other than those in the company's normal activities or accessory to them.

c) Donations and sponsorship activities, always of a monetary nature, to carry out job market insertion and job creation activities for people with disabilities, when the entity benefiting from such collaborative actions is a foundation or a public utility association whose objects clause includes vocational training, job placement or the creation of employment in favour of people with disabilities that enables the creation of employment opportunities for them and, finally, to integrate them into the job market.

d) Setting up a job placement, with the prior signing of the corresponding contract with a special job centre, in accordance with the provisions of Royal Decree 290/2004 of 20 February, regulating job placements as a measure to foster the employment of people with disabilities.

*In accordance with Article 5 of Organic Law 15/1999 of 13 December on the protection of personal data, we inform you that your data will be incorporated into a file for the purpose of managing this tender procedure. You may exercise your rights of access, rectification or cancellation addressed to the Museu Nacional d'Art de Catalunya, Palau Nacional, Parc de Montjuïc; 08038 – Barcelona.*



**ANNEX X. STATEMENT OF CONFIDENTIALITY OF DATA AND DOCUMENTS**

Mr./Ms. .... as representative with power of attorney for the company ....., states under his/her own responsibility that the company she/he represents, as bidder for the contract in the Tender for projects with intervention by a jury to select the expansion and rehabilitation project for the Museu Nacional d'Art de Catalunya, that the documents submitted in the envelope ... (identify the letter of the envelope), which he/she deems confidential, are those listed below:

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And for the record, I sign this statement of compliance.

*Electronic signature of the representative of the bidding company*

**ANNEX XI. STATEMENT OF ABSENCE OF CONFLICT OF INTERESTS BY  
THE BIDDING COMPANY**

Mr./Ms. ...., with DNI (ID) number.  
....., in his/her own name/in the name of and on  
behalf of the company ..... for which he/she acts as  
..... (sole, joint or several director; or person with sole, joint or  
several power of attorney), according to the notarial instrument granted by  
the Notary of (place), Mr./Ms. ...., on the date  
..... and with protocol number ....., states under his/her own  
responsibility, acting as the bidding company of this contract:

One. That he/she knows the details of the specifications governing the contract; the one that sets out the Code of ethics and conduct in public procurement approved by the Government of the *Generalitat* of Catalonia; as well as the applicable regulations, and that he/she is aware that Article 61.3, "Conflict of interests", of Regulation (EU, Euroatom) 2018/1046 of the European Parliament and of the Council, of 18 July (Financial Rules of the EU) rules that there is a conflict of interests when the impartial and objective exercise of functions is compromised for family, emotional, political or national reasons, or those of economic interest, or for any direct or indirect reason of personal interest.

Two. That it is not involved [neither he/she, nor the legal entity he/she represents, if this is the case] in a conflict of apparent, potential or real interests linked to this contract that could hinder or in any way compromise compliance with their tasks of monitoring implementation of the contract.

Three. That it is aware of the causes for abstention provided for in Article 23 of Law 40/2015 of 1 October on the legal regime of the public sector and

that, in the event that any of these causes are present, he/she must refrain from intervening.

Four. That there are no antecedents or circumstances that could lead to a situation of apparent, potential or real conflict of interests in future that would bring into question the parties' independence.

Five. That it will confidentially deal with all the matters of which it becomes aware by virtue of the tasks it carries out within the context of this contract, and it will not make any inappropriate use of this information, which shall only be used to monitor implementation of the contract.

Six. That he/she/it knows that a statement of absence of conflict of interest that is demonstrably false entails the disciplinary, administrative and judicial consequences established by the applicable regulations.

Seven. That she/he/it is aware that, in the event that she/he/it does not reveal a conflict of interest or falsehood in this statement, then the contracting body shall notify the Ethics Committee in Public Procurement of the Generalitat (Government) of Catalonia so that it may issue the pertinent report, with no prejudice to other penalties that may be applied.

If the seriousness of the events call for it, the contracting body shall inform the Anti-Fraud Office 20/18 of Catalonia or the control and auditing bodies competent in the relevant matter.

*Electronic signature of the representative of the bidding company.*

**ANNEX XII. STATEMENT OF ABSENCE OF CONFLICT OF INTERESTS  
BY THE COMPANY AWARDED THE TENDER**

*(To be submitted only by the company proposed as the tender winner)*

Mr./Ms. ...., with DNI (ID) number.  
....., in his/her own name/in the name of and on  
behalf of the company ..... for which he/she acts as  
..... (sole, joint or several director; or person with sole, joint or  
several power of attorney), according to the notarial instrument granted by  
the Notary of (place), Mr./Ms. ...., on the date  
..... and with protocol number ....., states under his/her own  
responsibility, as the company awarded the tender for this contract:

One. That he/she/it knows the details of the specifications governing the  
contract; the one that sets out the Code of ethics and conduct in public  
procurement approved by the Government of the *Generalitat* of Catalonia;  
as well as the applicable regulations, and that he/she/it is aware that  
Article 61.3, "Conflict of interests", of Regulation (EU, Euroatom)  
2018/1046 of the European Parliament and of the Council, of 18 July  
(Financial Rules of the EU) rules that there is a conflict of interests when the  
impartial and objective exercise of functions is compromised for family,  
emotional, political or national reasons, or those of economic interest, or for  
any direct or indirect reason of personal interest.

Two. That he/she/it is not involved [neither he/she, nor the legal entity  
he/she represents, if this is the case] in a conflict of apparent, potential or  
real interests linked to this contract that could hinder or in any way  
compromise compliance with their tasks of monitoring implementation of  
the contract.

Three. That he/she/it is aware of the causes for abstention provided for in Article 23 of Law 40/2015 of 1 October on the legal regime of the public sector and that, in the event that any of these causes are present, he/she/it must abstain from intervening.

Four. That there are no antecedents or circumstances that could lead to a situation of apparent, potential or real conflict of interests in future that would bring into question the parties' independence.

Five. That it will confidentially deal with all the matters of which it becomes aware by virtue of the tasks it carries out within the context of this contract, and it will not make any inappropriate use of this information, which shall only be used to monitor implementation of the contract.

Six. That he/she/it knows that a statement of absence of conflict of interest that is demonstrably false entails the disciplinary, administrative and judicial consequences established by the applicable regulations.

Seven. That she/he/it is aware that, in the event that she/he/it does not reveal a conflict of interest or falsehood in this statement, then the contracting body shall notify the Ethics Committee in Public Procurement of the Generalitat (Government) of Catalonia so that it may issue the pertinent report, with no prejudice to other penalties that may be applied.

If the seriousness of the events call for it, the contracting body shall inform the Anti-Fraud Office 20/18 of Catalonia or the control and auditing bodies competent in the relevant matter.

*Electronic signature of the person representing the company awarded the tender.*

**ANNEX XIII. DOCUMENT OF INFORMATION AND AGREEMENT FOR  
THE SUPPLIERS OF THE MUSEU NACIONAL D'ART DE CATALUNYA**

*(To be submitted only by the company proposed as the tender winner)*

DEAR SUPPLIER,

This is a document is to welcome and inform you about the Museu Nacional d'Art de Catalunya's commitment to Corporate Social Responsibility, sustainability and the environment. We believe that it is important for our suppliers to be aware of our institutional policies, as well as to foster these values among companies and collaborators.

**SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

The Museu Nacional has obtained the Social Responsibility certificate (IQNet SR10) and is the first public cultural institution and State museum to obtain it.

This has been possible thanks to a policy of social responsibility and an ethical code that enables the management systems to be integrated into the economic, social and environmental spheres for sustainable development and via transparency and respect for the principles of legality.

**COMMITMENTS**

The Museu Nacional is committed to establishing the mechanisms and control systems necessary to ensure that the people and companies that are part of the organization carry out their tasks in accordance with internationally recognized principles of social responsibility.

In the spirit of sharing our values, we ask you to fill in this survey: <https://goo.gl/forms/GLvBaiDyakgQTGNn2>, which is intended to get to know more about our suppliers' real situation.

Furthermore, and to foster good practices in risk prevention and occupational safety policies, the Museum places the preventive documentation for its facilities at your disposal in the Library of this platform.

It is part of your commitment as a supplier to read and be aware of the content of this documentation before beginning collaboration with the Museum.

#### MANAGEMENT OF THE CODE

The personal data gathered shall be processed with absolute confidentiality and managed in accordance with the requirements provided for in the referential legislation regarding the protection of personal data and the principles included in this Code and the Regulations of the Social Responsibility Committee.

I know and accept the commitment:

*Electronic signature of the person representing the company awarded the tender.*

**ANNEX XIV – ESPD**

This is attached in a separate document.

## **ANNEX XV. INFORMATION ABOUT THE COMPANIES THAT HAVE ADVISED THE MUSEUM**

The Museum has been able to count on advice from the following collaborators:

### **1. Consultancy about the technical process for expansion of the MNAC**

Tender awardee company: NOMEN ARQUITECTES, SLP

Tasks:

- General advice regarding the architectural aspects of the project to extend the Museu Nacional to the Victòria Eugènia Pavilion.
- Attendance at internal work meetings.
- Review of the budget estimate for implementation.
- Drawing up the estimated implementation timeline.
- Review of the work documents to prepare the tender.

### **2. Architectural services to draw up a Functional Plan**

Tender awardee company: TALLER 9S ARQUITECTES, SCP

Tasks:

- General advice regarding the architectural aspects of the project to extend the Museu Nacional to the Victòria Eugènia Pavilion.
- Attendance at internal work meetings.
- Vector-based perfecting of the technical drawings of the buildings' current state.

- Drawing up organizational charts of layout and zoning of uses.
- Support in developing the technical requirements, including the Functional Plan.

These contracts are duly published in the Museu Nacional's profile of the contractor, in accordance with the provisions of the LCSP.