



IMPORTANT NOTICE: This document is a translation of the original Catalan version. In the event of any discrepancy between this document and the original version, the Catalan version shall prevail

CONSORCI DEL GRAN TEATRE DEL LICEU

NEW PARTICULAR ADMINISTRATIVE SPECIFICATIONS

THE SECTION ON TECHNICAL AND ECONOMIC SOLVENCY AND ANNEX 12 ARE AMENDED

**RESTRICTED PROJECT TENDER WITH THE INVOLVEMENT OF A PANEL FOR THE CONTRACTING
OF THE PROJECT DRAFTING SERVICES FOR THE CONSTRUCTION OF THE SECOND SITE OF THE
GRAN TEATRE DEL LICEU, KNOWN AS LICEU MAR, AND THE REDEVELOPMENT OF THE
SURROUNDING AREA**

OPEN PROCEDURE

HARMONISED PROCUREMENT

ORDINARY PROCESSING

FILE: 007-CONST2425-SE

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TABLE OF CONTRACT CHARACTERISTICS

A. PURPOSE

DESCRIPTION: The purpose of this procedure is to select the company that submits the best proposal for the construction of a second site for the Gran Teatre Liceu in the Port of Barcelona's public port area, as well as the adaptation of the exterior spaces to this building.

The procedure to be followed for this procurement is a restricted design contest, involving a panel and providing payments or compensation to the participants selected to proceed to the second phase, who must submit their technical proposals in accordance with the conditions set out in the specifications and with the provisions of Article 183 and subsequent articles of Law 9/2017, of 8 November, on Public Sector Contracts, which transposes into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU of 26 February 2014 (hereinafter, the "LCSP"), and in accordance with Law 12/2017, of 6 July, on Architecture.

Specifically, the option chosen is the design contest modality within the framework of an award procedure for a services contract, in accordance with Article 183.2(a) of the LCSP.

The contest is structured in two phases. A first, for the selection of participants, and a second, in which the selected participants will present their graphic proposals and models. **The second phase will be governed by the principle of anonymity**, and all documentation comprising the proposal must be submitted under an identifier and anonymous email, in accordance with the provisions set forth in Clause 12 of this Specification.

The winner of this project design contest will receive the contract for the drafting of the preliminary and basic project for the building, the preliminary and basic project for the urban development and civil works, and the documentation necessary to carry out the modification of the Special Plan for the urban development.

Once the contest has been completed and awarded, there is the possibility of subsequent award to the winner of the works listed as **Possible Subsequent Awards** in *Section B* of the Table of Characteristics, through a new negotiated procedure without prior publication, in accordance with the provisions of Articles 168(d), 170.2 and 185.4 of the LCSP and Article 18.2 of Law 12/2017, of 6 July, on Architecture. Subsequent contracts for works related to the building will be issued by the Consorci del Gran Teatre del Liceu (CGTL), while those related to urban development and civil engineering works will be issued by the Port Authority of Barcelona (APB).

In addition to the Architect, the site management team must necessarily include a specialist in structural engineering and a specialist in installations engineering. The presence on site of the specialists shall be adjusted to the specific needs of each phase of the works execution and, in any case, whenever so requested by the client. The presence and active involvement of the specialist technicians shall be mandatory for monitoring the phases corresponding to their respective disciplines.

LOTS: No.

The object of the contract is not divided into lots, in accordance with the reasoning set out in the justificatory report on this file and in compliance with the provisions of Letter b) of Article 99.3 of Law 9/2017, of 8

November, on Public Sector Contracts. In this particular case, the very uniqueness of the project prescribed by the technical specifications links it to the building and its entire scope. As much importance is assigned to the building as to its surrounding context, indicating that architecture and urban development constitute an inseparable pair in the Liceu Mar project:

“The building is just as important as the surrounding area. Liceu Mar is open to the city and unfolds into its surroundings. Interior and exterior are interwoven at every scale, expressing the same human value. Through Liceu Mar, public space reclaims its urban meaning, where the new building is embedded into the city’s seafront as an element in dialogue with the entire context.

For this reason, the objective of the Liceu Mar Project involves not only the creation of a new building but also the design of its surroundings. The Liceu Mar Project considers not only the architectural requirements for its construction but also the structured integration of the building into its urban context. Architecture and urban planning are inseparable in the Liceu Mar Project.

It is essential that Liceu Mar fulfils this principle. The building must have presence from afar, a human scale up close, and be welcoming when you are within it. It must engage in an organic dialogue with its surroundings.”

This project configuration makes it clear that the drafting works for the building project and for the urban development and civil works must be carried out by the same team, as dividing them into lots would not be possible since this could distort the relationship and interconnection between the two aspects of the work, the building and its surroundings.

CPV CODE:

71000000: architectural, construction, engineering and inspection services

71200000-0: Architectural and related services

71400000-2: Urban planning and landscape architecture services

B. ECONOMIC DATA:

B.1. ESTIMATED VALUE OF THE CONTRACT AND THE METHOD TO CALCULATE THIS:

The estimated value has been calculated in accordance with the provisions of Article 101 of the LCSP. This value is the sum of the base tender budget, as well as any possible modifications and, if applicable, extensions or other options, in accordance with the terms established in this Specifications document. Likewise, in accordance with the provisions of Article 183.4 of the LCSP, the estimated value of the contract includes the estimated value of the service contracts that may be awarded subsequently by means of a negotiated procedure without publicity under Article 168.d) of the LCSP.

The estimated value of the contract is €5,005,026.40 (without VAT) in accordance with the following breakdown:

VALOR ESTIMAT	IMPORT en euros abans d'IVA
PRESSUPOST DE LICITACIÓ CONCURS DE PROJECTES	1.159.380,00 €
Avantprojecte (edifici) i Projecte bàsic (edifici)	758.419,00 €
Avantprojecte (urbanització i obra civil) i projecte bàsic (urbanització i obra civil)	250.961,00 €
Modificació Pla Especial	50.000,00 €
Premis /reconeixements participants 2a fase: El guanyador del concurs: rep l'encàrrec de l'avantprojecte i projecte bàsic de l'edifici i avantprojecte i projecte bàsic de la urbanització i obra civil. La resta de participants seleccionats per passar a la segona fase reben un premi de 25.000 euros/participant amb un màxim de 4 si assoleixen puntuació mínima	100.000,00 €
MODIFICACIONS DE CONTRACTE (ART. 204 LCSP)	211.876,00 €
possible modificació (20%) de l'avantprojecte i projecte bàsic de l' edifici	151.683,80 €
possible modificació (20%) de l'avantprojecte i bàsic urbanització i obra civil	50.192,20 €
Possible modificació (20%) Modificació pla especial	10.000,00 €
ALTRES POSSIBLES ADJUDICACIONS POSTERIORIS	3.633.770,40 €
Projecte executiu (edifici)	1.061.787,00 €
Possible modificació (20%) projecte executiu	212.357,40 €
Projecte executiu (urbanització i obra civil)	351.346,00 €
Possible modificació (20%) projecte executiu d'urbanització i obra civil	70.269,20 €
Direcció d'obres de l'edifici	1.213.471,00 €
possibles modificacions (20%) de la Direcció de les obres edifici	242.694,20 €
Direcció de les obres d'urbanització i obra civil	401.538,00 €
Possibles modificacions (20%) de la direcció de les obres d'urbanització i obra civil	80.307,60 €
TOTAL VALOR ESTIMAT	5.005.026,40 €

Awards shall be subject, where applicable, to the relevant withholding tax.

In accordance with Article 101 of the LCSP, the amount corresponding to possible modifications indicated in the above Table (Estimated Value) is provided for the purpose of calculating the Estimated Contract Value (ECV), to determine the tendering procedure. Pursuant to Article 204 of the LCSP, the maximum amount for all modifications anticipated during the execution of the contract shall be the result of applying the percentage established in the Table (up to 20%) to the initial contract price.

B.2. BASIC TENDER BUDGET: €1,159,380.00 before VAT(€1,402.,849.80 including VAT)

Breakdown of the tender budget:

PRESSUPOST DE LICITACIÓ	IMPORT en euros
Avantprojecte (edifici) i Projecte bàsic (edifici)	758.419,00 €
Avantprojecte (urbanització i obra civil) i projecte bàsic (urbanització i obra civil)	250.961,00 €
Modificació Pla Especial	50.000,00 €
Premis /reconeixements participants 2a fase: El guanyador del concurs: rep l'encàrrec de l'avantprojecte i projecte bàsic de l'edifici i avantprojecte i projecte bàsic de la urbanització i obra civil. La resta de participants seleccionats per passar a la segona fase reben un premi de 25.000 euros/participant amb un màxim de 4, si assoleixen puntuació mínima	100.000,00 €
PRESSUPOST DE LICITACIÓ ABANS D'IVA	1.159.380,00 €
IMPORT DE L'IVA	243.469,80 €
PRESSUPOST DE LICITACIÓ IVA INCLÒS	1.402.849,80 €

This tender budget includes all valuation factors and costs which, according to the contract documents and current legislation, are to be borne by the Successful Bidder.

JUSTIFICATION FOR THE FEE CALCULATION: The justification for the fee calculation (breakdown of the base tender budget) is set out in **Annex No. 3** of this Specifications Document.

DETERMINATION OF THE CONTRACT PRICE: fixed maximum sum. The contract price shall be as set out in the "Tender Budget" table for each job.

C. EXISTENCE OF CREDIT

This file contains the documents certifying the existence of sufficient credit to meet the financial obligations arising from the fulfilment of the contract or a commitment to allocate sufficient credit for the following budget year(s).

In accordance with the terms established in the collaboration agreement formalised between the Consorci del Gran Teatre del Liceu (CGTL) and the Port Authority of Barcelona (APB) on 30 October, 2024, each entity has acquired the commitment to finance fifty percent of the works included in the Basic Tender Budget.

The contract shall be formalised between the successful bidder and the CGTL, which shall make all payments in accordance with the terms of the tender documents with the contribution received from the APB under the terms established in the agreement signed between the two parties.

D. TIME LIMIT FOR THE EXECUTION OF POSSIBLE SERVICE CONTRACTS

WORK	SCHEDULE
Commission resulting from the awarding of the project	
Drafting of preliminary project (building)	2 months
Drafting of preliminary project (urban development and civil works)	2 months
Drafting of basic building project	5 months
Drafting of basic urban development project and civil works	5 months
Drafting of modifications to the Special Plan	4 months
Commissions arising from possible subsequent awards	
Drafting of the executive building project	8 months
Drafting of the executive urban development project for the surrounding area	6 months
Site management	according to the duration of the work

Due to the nature of the contract, the deadlines may not be consecutive. This shall not imply any additional cost or expense to the CGTL or the APB.

Possibility of extensions: no extensions are anticipated

E. ALTERNATIVES: No alternatives are permitted

F. PROCESSING OF THE FILE AND AWARD PROCEDURE:

Form of processing: ordinary processing.

This procedure is subject to harmonised regulation in accordance with the provisions of Article 19 of the LCSP, given that the estimated value exceeds the threshold set out in Article 22.1(b) of the LCSP, as amended by Order HPF/1352/2023, of 15 December.

Award procedure: governed by the rules applicable to project contests under Article 183 and following of the LCSP, in accordance with Articles 160 and following relating to the restricted procedure, Article 317 LCSP, the provisions of Law 12/2017 of 6 July on Architecture, and the provisions of these specifications.

Payments or compensations are anticipated for participants selected to take part in the second phase, except for the winner, who will, if applicable, be awarded the commission to draft the Preliminary Project and the Basic Project for the building and urban development and civil works, as well as to draft the amendment to the Special Plan. The award paid to bidders selected for the second phase is conditional upon the submission of proposals in accordance with the specifications and criteria governing the procedure, and which achieve the **minimum score of 50 points**, as established in Annex 7 of these specifications.

The possibility is established that the subsequent works, indicated as possible subsequent contracts, may be awarded to the winner of the contest, as set out in Section A of the Table of Characteristics, in accordance with Articles 168(d) and 185.4 of the LCSP. In this case, the contracts will be awarded through a negotiated procedure without prior publication.

F.1. Submission of bids:

PHASE ONE:

Documentation for the first phase: (ELECTRONIC)

ENVELOPE No. 1: GENERAL DOCUMENTATION, REQUEST FOR PARTICIPATION

ENVELOPE No. 2: SELECTION CRITERIA FOR PARTICIPATION IN THE SECOND PHASE

The contents of the envelopes are detailed in ANNEX No. 4 of these specifications.

The deadline for submitting the first phase (envelopes no. 1 and no. 2) is at least THREE (3) MONTHS from the month following the publication of the tender announcement on the contracting authority's profile.

The closing date and time shall be set out in the notice published on the contracting authority's profile. Proposals submitted after the deadline will not be accepted.

Envelopes no. 1 and no. 2 for the FIRST PHASE shall be submitted exclusively in electronic format, in accordance with the provisions of these Particular Specifications. Submissions shall be made via the **Digital Envelope tool**. The access link can be found **the notice for this tender** on the consortium's contracting authority profile <https://contractaciopublica.cat/ca/perfiles-contractant/detall/CGTL>

No public opening event will be held for the proposals contained in ENVELOPES no. 1 and no. 2. In both cases, this will be carried out electronically via the Digital Envelope by the services dependent on the Contracting Body in an internal act.

The opening of ENVELOPE No. 2 will take place once the documentation in envelope No. 1 has been reviewed and, if necessary, rectified.

PHASE TWO: ANONYMOUS under identifier (ONLY FOR PARTICIPANTS SELECTED FOR THIS STAGE)

Documentation and proposals for the second phase: (PHYSICAL)

ENVELOPE No. 3: GRAPHIC PROPOSAL AND MODEL

ENVELOPE No. 4: IDENTIFIER

The contents of the envelopes are detailed in ANNEX No. 4 of these specifications.

In this SECOND PHASE, the **principle of anonymity** will apply, and the documentation established in Annex 4 must be submitted at the CGTL headquarters with an identifier, in accordance with the provisions of Clause 12.11 of this specification.

Deadline for submitting anonymous phase two proposals: The teams selected to participate in the second phase will have a minimum of **FOUR (4) months** to prepare and submit the proposal (ENVELOPE No. 3 and No. 4).

The deadline date and time for submission will be communicated by email to the selected candidates in the letter of invitation to the second phase. Bids submitted after the deadline will not be considered.

Submission format: envelope no. 3 (panels and model) and envelope no. 4 (identifier) must be submitted at the headquarters of the Consorci del Gran Teatre Liceu.

Clause 12 of the specifications provides instructions on how to ensure the anonymity of proposals in phase two. A **manual on how to remove metadata** from electronic files (USB drive) is also available for interested parties, along with the remaining documentation and annexes.

OPENING OF ENVELOPE NO. 3

Date and time: This will be communicated in due course via the contractor profile.

Location: La Rambla, 51-59, 08002 Barcelona.

OPENING OF ENVELOPE NO. 4

Date and time: This will be communicated in due course via the contractor profile.

Location: La Rambla, 51-59, 08002 Barcelona.

G. SOLVENCY AND BUSINESS CLASSIFICATION:

G.1. SELECTION CRITERIA RELATING TO ECONOMIC, FINANCIAL AND TECHNICAL OR PROFESSIONAL SOLVENCY

Economic and financial solvency:

Given that the object of the contract is professional services, in accordance with the provisions of Article 87.3.b) of the LCSP, economic and financial solvency will be accredited by the provision of professional risk indemnity insurance for an amount equal to or greater than **€1,000,000** per claim and in aggregate or per year of insurance, as well as by means of a binding commitment to renew or extend said insurance so as to guarantee the maintenance of the cover throughout the entire duration of the contract(s).

Proof of compliance with this requirement shall be provided by submitting a certificate issued by the insurer, stating the insured amounts and risks covered, as well as the insurance expiry date. The policy must be valid until the end of the offer submission period, together with a binding commitment to renew or extend it so as to guarantee coverage throughout the entire duration of the contract.

This requirement shall be deemed fulfilled by providing a binding commitment to take out the required insurance policy, in the event of being awarded the contract, and to renew or extend it if necessary. Said

commitment must be formalised within ten (10) working days from the request for documentation, in accordance with the provisions of Article 150.2 of the LCSP.

Alternatively, economic-financial solvency may be accredited by means of the annual turnover, referring to the best financial year within the last three (3) available closed years, depending on the date of incorporation or start of activities of the entrepreneur and the date of presentation of the bids. Bidders must prove that, in the year with the highest turnover within the last three (3) years, they achieved an annual turnover of at least €1,000,000.

This requirement shall be evidenced in accordance with the provisions of Article 87.3(a) of the LCSP, by means of the approved annual accounts filed with the Trade Registry, where the business is registered therein; failing this, by means of the accounts filed with the official registry in which the business is required to be registered. Sole traders not registered with the Trade Registry must prove their annual turnover by means of their inventory books and annual accounts duly filed with the Trade Registry.

Technical or professional solvency:

Given the special characteristics of the object of this tender, in accordance with Article 76 of the LCSP, bidders are required to commit to the execution of the contract the minimum personnel resources indicated below.

A) AUTHOR/S:

Assigned author(s) of the building project:

Qualification:

They must be qualified Architects (Bachelor's degree + qualifying Master's degree) to carry out the Author functions, and be authorised to exercise this profession in Spain.

This last requirement (being authorised to exercise the profession in Spain) shall be deemed to have been met if one of the professionals designated in the author's role fulfils the condition.

Experience:

- At least TEN (10) years' experience in the profession.
- They must accredit the authorship (drafting of the project and Construction Manager) of at least TWO (2) projects with the following minimum conditions:
 - Project 1: Proof of authorship of one (1) project and work for a theatre, performing arts, opera or symphonic music hall with the capacity for more than five hundred (500) spectators.
 - Project 2: Proof of authorship of one (1) project and work on a building for public use, carried out in the last 15 years, other than offices, residential (housing and hotels) or industrial, with a Contract Implementation Budget (CIB) equal to or greater than €15M and a surface area equal to or greater than 4,500 m².

If more than one professional is proposed for the role of author of the building, BOTH PROJECTS MUST BE ACCREDITED TOGETHER.

Regardless of the form of collective accreditation of the technical solvency of the drafting team, it will be an essential requirement that the technician(s) who provide(s) accredited experience in the reference projects **effectively assume(s) technical leadership of the assignment.**

The role of general project coordination (technical project management, leadership, and technical decision-making) **and construction management must be exercised by one of the authors who provides the reference projects as proof of solvency.**

Before the award, **in the preliminary requirement**, this figure (or figures) and their assignment of responsibilities within the drafting team must be expressly identified.

In the case of more than one author, each author must provide proof of at least one of the two projects.
In the case of more than two authors, each author must provide proof of at least one of the two projects.

The figure of TWO (2) projects to prove the solvency of the author(s) of the BUILDING is a minimum number. That is to say, a single project is not sufficient to qualify as both Project 1 and Project 2, even if that single project and building meet the conditions for both. It is compulsory to submit at least one second project, which must comply with the conditions established.

These two works submitted to prove technical solvency may also be valid for the evaluation of envelope 2 in the first phase of the tender.

Author/s assigned to the urban development project:

Qualification: (Bachelor's degree plus a qualifying Master's degree) in architecture, urban planning, or landscape architecture. They must be authorised to practise this profession in Spain.

This last requirement (to be authorised to practice the profession in Spanish territory) will be understood to have been fulfilled with the fulfilment of the condition by one of the professionals designated in the role of author.

Experience:

- More than TEN (10) years of professional experience.
- Proof of authorship of ONE (1) urban design or urban landscape project and work, carried out in the last 15 years, with a surface area equal to or greater than 23,000 m².

In the event that more than one author submits a project for the urban development and civil works project, **as a whole, they must accredit the project and work required. The author(s) who accredits the project and work required will be the interlocutor of the urban planning and landscape part and will be integrated into the general coordination of the project with that of the building, if they are different.**

These work submitted to prove technical solvency may also be valid for the evaluation of the first phase of the tender.

In the event that the qualifications of the author assigned to the development project do not allow them to sign the modification of the Special Plan, another member of the team with the capacity to do so must assume this responsibility.

Compatibilities:

The requirement to be authorised to practise the profession in Spanish territory will be understood to have been fulfilled by the fulfilment of this condition by one of the professionals appointed in the role of author of the building and/or the urbanisation, both in the project drafting phase and in the construction management phase.

Both authors (the one assigned for the BUILDING and the one assigned for the URBAN DEVELOPMENT and CIVIL WORKS) may be the same person. In this case, they must provide proof of at least the three projects required for each author, both of the authorship of the building and the authorship of the urban development.

Each author may assume a maximum of one collaborator speciality.

B) SPECIALIST COLLABORATING TEAM:

In addition to the authors, the bidder must make available for the contract a team of the following professionals with the following minimum qualifications and experience:

Specialist in acoustics:

Qualification: in engineering or physics or any other equivalent qualification to perform the duties of an acoustics specialist.

Experience:

- More than TEN (10) years of professional experience.
- Proof of responsibility as an acoustic specialist in the design and management of one (1) opera house, concert hall or auditorium for symphonic music, with natural acoustics, with a seating capacity of more than five hundred (500) seats, carried out within the last 15 years.

Design specialist:

Qualification: architecture or interior design or any other equivalent qualification to perform the functions described in this profile.

Experience:

- More than TEN (10) years of professional experience.
- The must demonstrate their responsibility in the design and adaptation of spaces, with particular focus on the user experience, of one (1) publicly accessible building, of cultural use, constructed within the last 15 years, with a surface area equal to or greater than 1,000 m².

Installations specialist:

Qualification: architecture or engineering or any other equivalent qualification to perform the functions described for this profile in the specifications.

Experience:

- More than TEN (10) years of professional experience.
- Proof of responsibility for the design of the installations of one (1) building constructed for cultural use, with a CIB equal to or greater than €15 M and a surface area equal to or greater than 4,500 m², carried out in the last 15 years.

Specialist in eco-efficiency, sustainability and energy resources:

Qualification: in engineering, architecture or a higher environmental qualification or any other equivalent qualification for the performance of the duties indicated.

Experience:

- More than FIVE (5) years of professional experience.
- Proof of responsibility for the design and construction management of one (1) building, other than offices, residential (housing and hotels) or industrial, constructed with a surface area equal to or greater than 4,500 m², built within the last 15 years, with an AA energy certification or equivalent, and a building certification based on the LEED standard.

-

Structural specialist:

Qualification: in engineering or architecture or any other equivalent qualification to perform the duties of a structural specialist and authorised to exercise the profession in Spain.

Experience:

- More than TEN (10) years of professional experience.
- Proof of responsibility for the structural design and site management of one (1) building for public use, other than offices, residential (housing and hotels) or industrial, with a surface area equal to or greater than 4,500 m², built within the last 15 years.

Specialist in stage design:

Qualification: engineering or any other equivalent qualification to carry out the functions indicated by this profile.

Experience:

- More than TEN (10) years of professional experience.
- Proof of responsibility for one (1) stage design project for stage equipment with a CIB of more than €2M, carried out in the last 15 years.

Specialist in audiovisual communication and new technologies:

Qualification: in engineering or any other equivalent qualification to perform the functions indicated by this profile.

Experience:

- More than FIVE (5) years of professional experience.
- Proof of responsibility for one (1) project in audiovisual communication and new technologies, for a building for public use, other than offices, residential (housing and hotels) or industrial, with a CIB for the building equal to or greater than one million euros, carried out in the last 15 years.

Specialist in civil engineering and roadworks:

Qualification: in civil engineering or any other equivalent qualification. More than TEN (10) years of professional experience.

Experience:

- At least TEN (10) years of professional experience.
- Proof of responsibility for one (1) civil engineering and roadworks project with a CIB equal to or greater than 10 million euros carried out in the last 15 years.

Specialist in BIM Management:

Qualification: architect, technical architect, quantity surveyor or engineer or any other equivalent qualification.

Experience:

- More than FIVE (5) years of professional experience in their speciality.
- Proof of responsibility for one (1) BIM project with a CIB equal to or greater than 15 million euros carried out in the last 15 years.

Specialist in cost definition and control:

Qualification: architect, technical architect, quantity surveyor or building engineer or any other equivalent qualification.

Experience:

- More than TEN (10) years of professional experience.
- Proof of work on one (1) building with a CIB equal to or greater than 15 million euros and a surface area equal to or greater than 4,500 m², carried out in the last 15 years.

None of the requested specialists shall be exclusive to a single candidacy.

Definitions applicable to the Author and to all contributors and technical specialists

Equivalent qualifying qualification: any qualification that legally entitles the holder to carry out the functions indicated. The CGTL reserves the right to request proof of qualification in case of doubt.

Years of experience: whole years to be counted from the date of obtaining the corresponding qualifying qualification. In the absence of a date of qualification, full years of demonstrable professional experience in the speciality applied for.

Means of accrediting the technical solvency of the Author(s)

The Consorci del Gran Teatre del Liceu will accept, at the time of submission of bids/proposals, as preliminary proof of compliance with solvency requirements, the corresponding EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESPD) (Annex 1) in the terms established in these Specifications, together with the complementary declaration of responsibility (ANNEX 6) and the declaration of allocation of resources (ANNEX 12).

When submitting a request to participate, bidders must not include CVs, qualifications, certificates of good performance or any documentation evidencing their solvency. However, the CGTL may require applicants to submit all or part of the supporting documents at any time during the procedure if this is necessary to ensure the smooth running of the procedure.

Without prejudice to this, the participants selected for the second phase (Phase Two) will have to provide the documentation accrediting their aptitude (personality, capacity and solvency) within **FIVE (5) working days** from the day following receipt of the request in order to be invited to present their technical proposals (as indicated in Clause 12 of these Specifications).

Declaration of responsibility: bidders shall submit Annex 12 completed and signed by their legal representative and by the Author as a sign of commitment. Annex 12 must indicate the details of the professional proposed as Author, their name and ID no., qualification, years of experience in the profession and the project/s provided as technical solvency.

Other documentation to be submitted when so requested by the CGTL and in any case by the bidders invited to participate in the second phase prior to the submission of the Phase 2 proposals:

- Proof of the author's **qualification** or corresponding official recognition. A copy of the certificate qualifying them to engage in the profession, a certificate of membership or, failing this, documentation accrediting the required qualification must be provided .
- **Brief Curriculum Vitae** demonstrating the required years of experience.
 - Certificates of satisfactory performance issued or endorsed by the competent body when the client is a public sector entity, or when the client is a private purchaser, by means of a certificate issued by the latter. This certificate must identify the specific professional for whom the solvency is being accredited, the amount, the dates, the project indicated as solvency, and confirm that the works were carried out in accordance with the rules governing the profession and that they were duly completed. Where the client is a private entity and the certificate is unavailable, this may be replaced by a declaration by the contractor accompanied by any documents in their possession that provide evidence of the completion of the works.

Means of accrediting the technical solvency of the collaborating team:

- **Declaration of responsibility** signed by the bidder and the professional proposed as collaborator in line with the model in **Annex 12**, indicating the details of the professional proposed as a specialist, stating their name and ID no., qualifications, the years of experience required and the project provided as technical solvency.
- Short CV demonstrating the required years of experience.
- **Qualification.** Copy of the certificate qualifying them to engage in the profession, certificate of membership, etc., which accredits the required qualification.
- Certificates of satisfactory performance issued or endorsed by the competent body when the client is a public sector entity, or when the client is a private purchaser, by means of a certificate issued by the latter. This certificate must identify the specific professional in respect of whom solvency is being demonstrated, the amount, the dates, the project indicated as solvency and that the work was carried out in accordance with the rules governing the profession and that it was completed. Where the client is a private entity and the certificate is unavailable, this may be replaced by a declaration by the contractor accompanied by any documents in their possession that provide evidence of the completion of the works.
- If the successful bidder fails to provide the assigned resources, this shall constitute grounds for exclusion from the tender procedure due to lack of proof of technical and professional solvency.

- | |
|--|
| <ul style="list-style-type: none">- <u>NOTE: In digital envelope number 1, only Annex 12 and the documents listed in Annex 4 should be included.</u>- <u>Documents accrediting technical solvency: qualifications, CVs and certificates of good execution should not be included in envelope 1. This documentation shall be provided by the selected bidders at the request of the Contracting Body as indicated in Clause 12 of these tender documents and, if the CGTL deems it necessary, at any other time to ensure the smooth running of the procedure.</u> |
|--|

The same professional may be appointed to perform the functions of both AUTHORS.

The appointed professional designated as the Author may be assigned to perform the functions of a maximum of one (1) speciality, provided that they can demonstrate possession of the qualifications, knowledge, and experience required in this tender, and it is justified as viable from the perspective of their availability.

A single professional designated as a collaborating specialist (not as Author) may be assigned to perform functions in a maximum of two (2) specialties (in total), provided they are not designated as Author, as long as they can demonstrate possession of the qualifications, knowledge, and experience required in this tender, and it is justified as viable from the perspective of their availability.

The professionals designated as collaborators may compete with different bidders. Professionals designated as Author may not do so; they may not participate in other bids.

It is an essential requirement that the proposed professionals hold the necessary and appropriate qualifications to carry out the functions they are to perform, in accordance with the technical documentation provided and the description of the works. The designated professionals may also hold an equivalent qualification recognised within the European Union.

G.2. BUSINESS CLASSIFICATION: No

G.3. ASSIGNMENT OF MATERIAL OR HUMAN RESOURCES TO THE EXECUTION OF THE CONTRACT

YES: ☒

NO:

In accordance with the provisions of Section G.1

Given the special characteristics of the services to be provided, in accordance with Article 76 of the LCSP, bidders are required to commit to the execution of the contract the minimum personnel resources indicated in Section G.1.

These solvency requirements are an essential obligation of the contract for the purposes set out in Article 211 of the LCSP and must be maintained during the execution of the contract that may be awarded subsequently to this tender.

The CGTL shall have no legal, employment or other relationship with the staff of the Successful Bidder, neither during the term of the contract nor at the end of the contract.

G.4. CERTIFICATES ATTESTING TO COMPLIANCE WITH QUALITY ASSURANCE OR ENVIRONMENTAL MANAGEMENT STANDARDS

The Successful Bidder must comply with the environmental and energy management characteristics set out in the technical specifications, as well as those committed to in the bid.

H. SELECTION CRITERIA FOR PARTICIPANTS (FIRST PHASE) AND AWARD CRITERIA (SECOND PHASE):

See Annex 7.

I. CRITERIA FOR DETERMINING THE EXISTENCE OF SUSPECTED ABNORMALLY LOW TENDERS:

These do not apply to this tender.

J. OTHER DOCUMENTS TO BE SUBMITTED BY THE BIDDING COMPANIES OR BY THE COMPANIES PROPOSED AS SUCCESSFUL BIDDERS:

The documentation to be submitted is that indicated in these specifications.

K. PROVISIONAL GUARANTEE:

YES: ☐

NO: ☒

L. DEFINITIVE GUARANTEE:

YES: ☒

NO:

AMOUNT: 5% of the award amount, excluding VAT.

FORM OF CONSTITUTION: any of the forms indicated in Clause 16.

M. SPECIAL EXECUTION CONDITIONS

Bidders and contractors shall assume the following obligations:

- a. Declaration that the bidding companies do not carry out financial operations in tax havens.
- b. The Contractor's activities must comply with the ethical principles and rules of conduct established in Section I of Clause 29 of these special conditions.
- c. The Contractor must comply with national and European Union data protection regulations, with this contractual obligation being considered essential pursuant to the provisions of Article 211 of the LCSP.

N. POSSIBLE AMENDMENTS TO THE CONTRACT:

The present contract foresees up to 20% modifications in accordance with the provisions of Article 204 of the LCSP. These modifications may concern exclusively the following aspects:

- Derived from changes or adjustments to the performance programme requested by CGTL or the authorities after delivery of all or part of any document at any stage of the project.
- Derived from changes or adjustments to the constructive solutions or changes of technical criteria at the request of CGTL or the authorities and which are not due to errors or omissions in the project, requested after the delivery of any total or partial document at any stage of the project.
- Derived from the need to segregate the project into phases once the project has been drafted and delivered, or if the project has not yet been delivered, but the preliminary document has already been delivered.
- Derived from the need to resolve incidents due to the execution of the project and which make it necessary to carry out actions outside the area itself, but which are absolutely necessary for the implementation of the action.
- Derived from the non-execution of parts of the works for reasons of public interest or for reasons of budgetary availability.
- Derived from adjustments in the scope of the project.
- Derived from an extension of the deadline for the execution of the work by more than 20% of the duration established in the Executive Project, provided that the deviation from the deadline is greater than 3 months and the delay is not attributable to the contractor.

The modifications not anticipated in the specifications or which, having been anticipated, do not conform to the provisions of Article 204, will be governed by the provisions of Article 205 of the LCSP.

O. ASSIGNMENT OF THE CONTRACT:

ASSIGNMENT OF THE CONTRACTOR: shall be admitted under the conditions set out in Clause 33 of the specifications.

ASSIGNMENT OF THE POSITION OF CGTL: the possible assignment or transfer of the position held by the CGTL is established, both with regard to the formalisation of the service contracts for the drafting of the

project subject to these Specifications, as well as with regard to its execution, in the event that they had been previously formalised by the CGTL. The assignment shall, in any case, be in favour of another public sector entity.

In such cases there shall be an assignment of the position held by the CGTL to the new entity (subjective modification) which shall be subrogated to the position of the CGTL, and to all rights and obligations arising from this procedure or the contract(s). This transfer and subrogation, if it takes place, will be compulsory for the winners of the tender/contractors. In the event of such subrogation, the Successful Bidder/Contractor shall be obliged to provide the definitive guarantees regulated in these specifications in favour of the subrogated entity. Once the new guarantees have been delivered, the previously granted guarantees will be cancelled.

Likewise, under the same conditions, the possible assignment or transfer of the position held by the CGTL with respect to the procurements contemplated as *"other possible subsequent awards"* in the Estimated Value Table in Section B.1 of the Table of Characteristics, both with respect to the formalisation of these procurements and with respect to their execution, is also established.

P. SUBCONTRACTING:

The successful bidder may subcontract the partial performance of the contract, in accordance with the provisions of these Specifications, with the requirements and limitations indicated below and in Clause 34 of these Specifications.

In accordance with the provision contemplated in articles 215.2 e) and 75.4 LCSP and given the special (intellectual) nature of the services to be contracted, in which the personal professional qualities of the professional(s) designated as Authors, are essential for the correct execution of the contract, in view of the functions and responsibilities they assume as designers to draft the project in accordance with current regulations and, where appropriate, as Site Managers as provided for in the applicable regulations (e.g. Building Planning Law) the works of the following professionals have been established as Critical Directors – to be carried out by the successful bidder:

- Authors

In the event that the request to participate has been submitted by a temporary joint venture, by one of its members.

In the event of the partial subcontracting of other works, sufficient justification must be provided regarding the subcontractors' suitability to carry them out, by reference to the technical and human resources available to them and to their experience, as well as proof that they are not excluded from entering into contracts.

Q. PRICE REVISIONS:

YES: ☐

☒ NO:

Applicable formula: Not applicable

R. GUARANTEE PERIOD:

YES: ☒ according to the term indicated in the model of each attached standard contract NO:

S. MAXIMUM AMOUNT OF ADVERTISING COSTS TO BE PAID BY THE SUCCESSFUL BIDDER(S): No payment of costs is provided for

T. WORK PROGRAMME:

YES: ☒ in accordance with what is indicated in these specifications and in the published documentation NO: ☐

U. PUBLICATION OF TENDER: The tender is to be published in the **contracting profile** of the Consorci del Gran Teatre del Liceu de Barcelona, which can be accessed at the following website:

<https://contractaciopublica.cat/ca/perfils-contractant/detall/CGTL>

And in the Official Journal of the European Union as this contract is subject to harmonised regulation. The date of dispatch and publication is the date stated in the invitation to tender, which can be found in the profile of the Contracting Body.

From the date of publication of the call for tenders, interested companies may obtain, through the Consorci del Gran Teatre del Liceu's Contracting Party Profile, the necessary documentation governing this call for tenders in order to prepare their proposals.

The Special Administrative Clauses regulate the obligations and rights of the parties to the contract and other binding conditions.

The documentation comprising the tender specifications includes the following documents, which are provided in **Phase 1**:

- Particular Administrative Specifications
- Technical Specifications Document
- Standard contracts
- Technical Specifications for the Drafting of the Building Project
- Technical Specifications for the Drafting of the Infrastructure Project
- Basic Project development document with definition of the construction, relating to new construction projects.
- BIM information requirements
- BIM Obligations Document (Annex to the different contracts)

In **Phase 2**, the selected teams will be provided with a file containing the insertion points and boundaries for the preparation of the model.

Successful applicants may also be provided with any other documentation deemed necessary for the preparation of their proposal. This documentation, if applicable, shall be communicated in the letter of invitation.

All such documentation shall be of a contractual nature. Furthermore, it is noted that the standard contracts attached as annexes to these Specifications regulate the Contractor's obligations, including but not limited to payment terms, execution conditions, subcontracting, payment to subcontractors and suppliers, penalties, contract termination, etc., and therefore must be taken into account by the participants.

V. INSURANCE: The successful bidder shall be obliged to take out and maintain in force throughout the term of the contract the insurance policies for the minimum amounts and under the conditions set out in Annex 9 and in the standard contracts, covering any liability arising from the contract in which the Consorci del Gran Teatre del Liceu is listed as the beneficiary.

However, in order to take part in the tender, it is only necessary to provide proof of insurance or a commitment to take out the policy in the event of being awarded the contract in accordance with the provisions of **Section G** of this **Table of Characteristics**.

X. INFORMATION AND QUERY RESOLUTION SERVICE AVAILABLE TO BIDDERS:

Any doubts, queries or requests for information must be made via the contractor profile no later than 12 days before the deadline for submitting bids.

Likewise, interested parties are informed that the information related to the status of this procedure will be published in the CONSORCI's contracting profile <https://contractaciopublica.cat/ca/perfils-contractant/detall/CGTL>

including relevant clarifications and amendments, where appropriate. It is recommended that interested parties regularly check the contracting profile in order to keep up to date of the status of the procurement procedure.

In the event that the CGTL, within the framework of the tender, issues a clarification note specifying a modification, consideration, partial cancellation or any other matter in the technical specifications, this shall take precedence over the same.

BRIEFING/SITE VISIT: A presentation session may be held in Phase 1 of the tender. If agreed upon, this will be communicated in due course via the contractor profile. A site visit may be held in Phase Two for participants selected for the second phase (Phase Two). If agreed upon, selected participants will be informed in due course.

Y PROCESSING OF PERSONAL DATA

The object of this contract does not require the processing of personal data by the contractor. The declaration of responsibility to be signed if the contract is awarded is attached **(Annex 15)**.



PARTICULAR SPECIFICATIONS

File 007-CONST2425-SE

IMPORTANT NOTICE: This document is a translation of the original Catalan version. In the event of any discrepancy between this document and the original version, the Catalan version shall prevail

I. GENERAL PROVISIONS

One. Object of the contract

1.1 The object of the contract is that described in **Section A** of the table of characteristics.

1.2 The object of the contract is not divided into lots in accordance with the provisions of **Section A** of the table of characteristics.

1.3 The coding term corresponding to the nomenclature of the Common Procurement Vocabulary (CPV) is that set forth in **Section A of the table of characteristics**.

Two. Administrative needs to be satisfied, suitability of the contract and Contracting Body.

The needs that are intended to be met through this contract are those set out in the justification and insufficiency of means report, in accordance with the technical specifications document.

Contracting body: The Contracting Body for the current contract is Mr. Valentí Oviedo Cornejo, CEO of the Consorci del Gran Teatre del Liceu (CGTL). The offices of the Contracting Entity are located at Rambla 51-59, 08002 Barcelona.

On 30 October 2024, the Consorci del Gran Teatre del Liceu and the Port Authority of Barcelona (APB) signed a collaboration agreement for the development of the works necessary for the execution of the Liceu Mar project and the development of the exterior spaces, the purpose of which is the construction of the second site of the Gran Teatre del Liceu in the public port domain of the Port of Barcelona and the development of the exterior spaces.

Within the framework of this agreement, and in accordance with the provisions of Art. 31.3 of the LCSP, both entities have agreed that the CGTL will act as Contracting Body in its own name and in the name and on behalf of the APB. The CGTL shall carry out the processing of this procurement procedure up to the project awarding decision.

The contract, which shall be awarded in accordance with the panel's proposal, shall be concluded between the Successful Bidder and the CGTL. The contract shall be jointly financed by CGTL and APB under the terms established in the agreement signed between both parties.

Three. Economic data for the contract and availability of credit

3.1 The estimated value of the contract and the method applied for its calculation are those indicated in **Section B.1 of the table of characteristics**.

For calculation purposes, Article 101 of the LSCP has been taken into account. This value will be the sum of the base tender budget, as well as any possible modifications and, if applicable, extensions or other options, under the terms established in these tender specifications.

3.2 The base tender budget is that indicated in **Section B.2 of the table of characteristics**. This is the maximum limit of expenditure (excluding VAT), which the Contracting Body may commit under this contract.

3.3 The maximum contract price is the award price and must include, as a separate item, Value Added Tax (VAT). The price will include taxes, duties, fees, royalties of any kind that may be applicable, as well as all expenses arising as a result of the obligations established in these specifications that must be fulfilled during the performance of the contract.

3.4 It is hereby stated that sufficient funds are available to meet the financial obligations that may arise for CGTL from the performance of the contract referred to in this document until its completion.

Four. Duration of the contract

4.1 The duration of the contract is as set out in **Section D of the table of characteristics**. The total and partial deadlines are those set out in the technical specifications and work programme, to be approved, where applicable. The contract shall commence on the date of signature or, where applicable, the date indicated in **Section D** of the table of characteristics and shall end on the date indicated in **Section D** of the table of characteristics or after the period stipulated in this section has elapsed from the date of signature of the contract.

4.2 The contract may be extended if so stipulated in **Section D of the table of characteristics**. In this case, the extension shall be agreed by the Contracting Body and shall be binding on the contractor, provided that notice is given at least two months prior to the expiry of the contract term. Under no circumstances shall the extension be deemed to have been agreed by tacit consent of the parties.

Five. Legal system of the contract

5.1 The CGTL is subject to the provisions of Law 9/2017, of 8 November, on Public Sector Contracts, which transposes into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014 (hereinafter, "LCSP"), regarding harmonised procurement, insofar as they are applicable to it as a Contracting Body that does not have the status of a Public Administration, as well as the provisions set out in this Specification and in the clauses of the Contract to be formalised.

With regard to the preparation and awarding of this contract, the provisions set out in Title I of Book Three of the LCSP shall apply.

The contract will be of a private nature and will be subject, as regards its effects and termination, to private law, being governed by this Specification, by the contract and the annexed documentation, and in all matters not expressly provided for, by the applicable civil and commercial legislation.

With regard to any potential contractual modifications that may arise, the regime set out in Subsection 4 of Section 3 of Chapter I of Title I, Book Two of the LCSP shall apply.

Additionally, this contract shall be governed, insofar as applicable, by the following regulations:

- Law 12/2017, of 6 July, on architecture.
- Law 9/2022, of 14 June, on the Quality of Architecture
- Decree Law 3/2016, of 31 May, on urgent measures in the area of public procurement, insofar as it does not contradict the LCSP.
- Royal Decree 817/2009, of 8 May, which partially implements Law 30/2007, of 30 October, on Public Sector Contracts, as far as it does not contradict the LCSP.
- Royal Decree 1098/2001, of 12 October 2001, approving the General Regulations of the Public Administration Contracts Act, as far as not repealed by the aforementioned provisions.

5.2 To resolve any discrepancy that may arise from the preparation, awarding and contractual modifications, when the latter are based on non-compliance with the provisions of Articles 204 and 205 of the LCSP, when it is understood that said modification should have been the object of a new award, the parties will submit to the contentious-administrative jurisdictional order.

To resolve any dispute that may arise regarding the effects and termination of this contract, the parties shall submit to the civil jurisdiction.

5.3 This Tender Specification, its Annexes, and the Special Technical Specifications shall have a contractual nature. The contract shall be governed by the content of this Tender Specification, whose clauses shall be considered an integral part of the corresponding contract.

Proposals must comply with the provisions set forth in this Tender Specification, its annexes, and all other contractual documentation governing the tender, and their submission implies unconditional acceptance by the bidders of its content and of all documentation comprising this tender, without any exception or reservation.

The submission of a participation request implies the bidder's acknowledgement that they meet all the necessary requirements to participate in the tender and be awarded the contract.

Ignorance of the contract in any of its terms or of any contractual documents applicable to the execution of the agreement, as well as of instructions or other rules applicable to contract execution, shall not exempt the contractor from the obligation to comply with them.

The interpretation of the Contract and any disputes regarding its application shall first be governed by this Tender Specification and the technical specifications. In the event of any discrepancy between the provisions of the Tender Specification and the Contract, the Tender Specification shall prevail.

If the Tender Specifications are translated into other languages, in case of discrepancy, the Catalan version shall prevail.

Six. Admission of variants

Variants will only be admitted when this is stated in **Section E of the table of characteristics**, with the minimum requirements, in the modalities and with the characteristics established therein.

Seven. Processing of the file and awarding procedure

The procedure for processing the file and the procedure for awarding the contract are those set out in **Section F of the table of characteristics**.

Eight. Electronic means of communication. Tender announcement

8.1 In accordance with the Fifteenth Additional Provision of the LCSP, the processing of this tender will involve the issuance of notifications and communications exclusively by electronic means.

However, oral communication may be used for communications other than those related to the essential elements of a procurement procedure, provided that the content of the oral communication is sufficiently documented, such as by written or audio records or summaries of the main elements of the communication.

8.2 Communications and notifications to be made during the procurement procedure and during the term of the contract shall be made electronically. For these purposes, notices of the availability of notifications and communications will be sent to the email addresses and mobile phone numbers that the companies have provided for this purpose in the Single Electronic Procurement Document, in accordance with the provisions

of Clause 12 of this specification. Communications with the bidders invited to the second stage will be via the anonymous email address they will provide along with the documentation for the second phase.

Deadlines calculated from the notification shall be counted from the date the notice of notification is sent, provided that the act subject to notification is published on the same day on the Contracting Body's contracting profile. If this is not the case, deadlines shall be counted from the receipt of the notification by the company to which it is addressed.

However, deadlines for notifications issued in connection with the special appeal procedure before the Catalan Contract Tribunal shall, in all cases, be calculated from the date the notice of notification is sent.

8.3 Additionally, to receive all the information related to this tender, companies wishing to do so, and, in any case, **all bidding companies must subscribe as interested parties to this tender through the subscription service available in the virtual tender space on the Contracting Body's contracting profile website**, accessible via the Public Procurement Services Platform of the Generalitat: <https://contractaciopublica.gencat.cat/perfil/CGTL>

Companies that, in accordance with Clause 12 of this specification, activate their offer using the Digital Envelope tool will be automatically registered for the tender. This subscription will enable immediate notification to be sent to the email addresses of the subscribers with regard to any news, publication or notice related to this call for tenders.

Furthermore, certain communications arising from or related to the tender and award process for this contract will be made through the electronic notice board associated with the virtual tender space of this tender on the Public Procurement Services Platform. This electronic notice board provides verifiable evidence of the authenticity, integrity, and date and time of publication of the information posted. Information regarding both the tender and the contract will also be published here.

In addition, bidding companies may also register in the Bidder Profile, subject to the required authentication. The Bidder's Profile consists of a set of services aimed at bidding companies to provide each company with a dedicated space, including tools to facilitate access and management of procurement files of interest. To register, companies must click on the "Bidder Profile" section of the Public Procurement Services Platform and be in possession of the required digital certificate.

8.4 Digital certificates: In accordance with the First Additional Provision of Decree-Law 3/2016, the use of an advanced electronic signature based on a qualified or recognised electronic signature certificate shall be sufficient, under the terms set out in 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, repealing Directive 1999/93/EC. This is, therefore, the minimum security level required for the electronic signature certificate accepted for signing the Single Electronic Procurement Document and the tender.

As regards foreign certificates from EU Member States, qualified certificates issued in any EU country shall be accepted, in accordance with Article 25(3) of the aforementioned Regulation (EU) No 910/2014, 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."

Nine. Capacity to enter into the contract

9.1 Any natural person or legal entity, whether Spanish or foreign, that meets the following conditions is authorised to participate in this bidding process and sign, if applicable, the corresponding contract:

- Having legal personality and full capacity to act, in accordance with the provisions of Article 65 of the LCSP;

- Not being involved in any of the circumstances that prohibit contracting included in Article 71 of the LCSP, a situation that can be accredited by any of the means established in Article 85 of the LCSP;
- Proof of the required solvency, in the terms established in Clause 10 of this specifications document;
- Possessing the business or professional qualification that, where applicable, is required to perform the service that constitutes the object of the contract; and
- Furthermore, when required by the applicable regulations, the Contractor must provide evidence of certain requirements concerning its organisation, allocation of profits, financing system, or other aspects in order to participate in the award procedure. Such requirements must be duly accredited by the bidding companies.

Likewise, the services covered by this contract must fall within the aims, purpose or scope of activity of the bidding companies, according to their articles of association or founding rules. The circumstances relating to capacity, financial and technical solvency, and the absence of grounds for exclusion from contracting must be met on the final date for the submission of tenders and must remain in effect at the time the contract is formalised.

9.2 The capacity to act of Spanish companies of legal persons is accredited by means of the deed of incorporation or modification registered in the Trade Registry, when this is required in accordance with mercantile law. When this is not the case, it must be accredited by means of a deed or document of incorporation, articles of incorporation, by-laws or founding act, in which the regulations governing its activity are stated, registered, if applicable, in the corresponding official registry. It is also necessary to provide the company's tax identification number (NIF).

The legal capacity of Spanish companies of natural persons is accredited through the presentation of the NIF. The legal capacity of non-Spanish companies from Member States of the European Union or signatories to the Agreement on the European Economic Area must be evidenced by registration in the appropriate professional or commercial registers of their Member State of establishment, or by submitting a sworn statement or one of the certifications listed in Annex XI of Directive 2014/24/EU.

The legal capacity of foreign companies from countries that are neither Members of the European Union nor signatories to the Agreement on the European Economic Area shall be evidenced by means of a report issued by the permanent diplomatic mission or the consular office of Spain in the place where the company is domiciled. Said report shall certify, following the company's registration, or, failing that, attest that the company habitually operates in the local market within the scope of the activities covered by the subject matter of the contract. They must also provide a report issued by the permanent diplomatic mission of Spain or by the General Secretariat for Foreign Trade certifying that the State of which they are nationals has signed the World Trade Organisation (WTO) Agreement on Government Procurement, provided that the contract is subject to harmonised regulation—with an estimated value equal to or greater than €221,000—or, otherwise, the reciprocity report referred to in Article 80 of the LCSP.

9.3 Temporary joint ventures (TJVs) set up specifically for this purpose may also participate in this tender, without it being necessary to formalise them by means of a public deed until the contract has been awarded to them. These companies shall be jointly and severally liable before the Contracting Entity and shall be required to appoint a single representative or authorised agent with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its termination, without prejudice to the possibility of the companies granting joint powers of attorney for the collection and payment of significant amounts.

9.4 The duration of the joint venture must at least coincide with the duration of the contract until its termination.

9.5 Companies that wish to form temporary joint ventures to participate in public tenders may meet by using the meeting point functionality of the Generalitat de Catalunya's Public Procurement Services Platform, which can be found in the "Bidder's Profile" section.

9.6 Companies that have participated in the preparation of the technical specifications or preparatory documents for the contract, or have advised the Contracting Body during the preparation of the procurement procedure, may participate in the tender provided that it is ensured their participation does not distort competition.

9.7 Bidders competing individually or jointly with others in this tender may do so with the commitment to form a company that will be the contract holder.

Ten. Solvency of bidding companies

10.1 The companies must demonstrate that they meet the minimum solvency requirements detailed in **Section G.1 of the table of characteristics**, either by means of the accreditation methods listed in that same **Section G.1 of the table of characteristics** or alternatively by means of the classification equivalent to this solvency, which, where appropriate, is indicated in **Section G.2 of the same table of characteristics**.

Companies which, for a valid reason, are not in a position to present the references requested in **Section G.1 of the table of characteristics** to prove their economic and financial solvency will be authorised to prove this by means of any other document that the Contracting Body considers appropriate.

10.2 Bidding companies must undertake to devote or assign to the performance of the contract sufficient human and/or material resources as indicated in **Section G.3 of the table of characteristics**.

They must also provide the certificates of compliance with the quality assurance or environmental management standards indicated in **Section G.4 of the table of characteristics**.

10.3 In accordance with the provisions of Article 75 of the LCSP, bidding companies may rely on the capacities of other entities for the execution of the contract, regardless of the legal nature of their ties with them, in order to demonstrate their economic and financial, as well as technical and professional, solvency, provided that these entities are not subject to any prohibitions on contracting. The execution of the contract will effectively have the necessary resources through the submission of a written commitment from such entities for this purpose.

However, with regard to the criteria relating to educational and professional qualifications or relevant professional experience, companies may only use the capacities of other entities if they are to provide the services for which such capacities are necessary.

Under the same conditions, joint ventures may draw on the capacities of the participants in the joint venture or of other entities.

10.4 The Community certificates of authorised contractors referred to in Article 97 of the LCSP will constitute a presumption of aptitude with regard to the qualitative selection requirements contained therein.

10.5 In joint ventures, all the companies that form part of them must accredit their solvency, in the terms indicated in **Section G.1 of the table of characteristics**. In order to determine the solvency of the joint venture, the solvency of each of its members shall be accumulated.

II. PROVISIONS RELATING TO THE TENDERING PROCEDURE, AWARD AND CONCLUSION OF THE CONTRACT

Eleven. Development of the tender

The tender is structured in two phases.

PHASE ONE (NON-ANONYMOUS) PRE-SELECTION OF CANDIDATES: From among the bidders requesting to participate in this procedure, who, being natural persons, forming a joint venture or being a legal entity, are validly accepted, the Contracting Body, in view of the Panel's proposal, will select FIVE (5) CANDIDATES in

accordance with the criteria established for this FIRST STAGE in Annex 7, whenever possible, although a minimum of three is established.

To access the SECOND PHASE, bidders must have achieved a minimum score of 60 points. The top FIVE (5) bidders will advance to Phase Two.

Should any of the candidates decline to participate in the second phase, the Contracting Body reserves the right to invite the next candidate(s), respecting, in all cases, the points order.

The score obtained in the FIRST STAGE will not be carried over to the second stage, as the competition will be decided solely and exclusively on the basis of the score obtained in the SECOND STAGE.

Once the candidates have been selected, they will be **required to submit the documentation proving their eligibility (legal status, capacity, and solvency) within FIVE (5) working days** from the day following receipt of the request, in order to be invited to submit their technical proposals as established in clause 12. These documents must be provided within the deadline specified in the invitation letter.

After the Contracting Body's services have verified the solvency, they will send a written invitation by email to the selected and admitted participants, using the address provided in Envelope Number 1, requesting them to submit their proposals within the deadline specified in the invitation, **which will not be less than 4 months**.

PHASE TWO (ANONYMOUS): The successful candidates will be invited to this second phase. Candidates participating in this second phase must submit their proposals in the manner set out in **Clause 12.11 and Annex 4** of these specifications. Once the proposals have been submitted, the Panel will proceed to examine and evaluate the proposals and classify them, taking into account the evaluation criteria established for this phase in **Annex 7** of these specifications, and will submit it to the Contracting Body. Once the Panel's decision is known, the Contracting Body will proceed to award the contract covered by these specifications, which must be justified if it is not in line with the Panel's proposal.

Twelve. Submission of documentation and proposals.

PHASE ONE OR PRE-SELECTION OF CANDIDATES:

ENVELOPE NO. 1 (GENERAL DOCUMENTATION, APPLICATION TO PARTICIPATE) AND ENVELOPE NO. 2 (WORK CARRIED OUT. SELECTION CRITERIA FOR PARTICIPATION IN THE SECOND PHASE)

12.1 If the object of the contract is not divided into lots, the companies applying for the contract must submit a single tender. If lots are established, firms may submit a proposal in line with that set out in **Section A of the Table of Characteristics**.

12.2 Bidding companies must submit the documentation for PHASE ONE in accordance with the provisions of **Annex 4** within the maximum period indicated in these specifications and in the invitation to tender, **using the Digital Envelope tool**, accessible at the following web address.

<https://contractaciopublica.gencat.cat/perfil/CGTL>

In the **first phase**, the means of submission shall be **exclusively electronic** via the digital envelope tool, and the contents of each envelope in this phase must comply with the requirements indicated in **Annex 4**.

Once they have accessed the Digital Envelope web tool via this link, bidding companies must fill in a form to sign up for the tool; they will then receive an activation message for their offer at the email address(es) provided in this registration form.

The email addresses that bidding companies provide in the registration form for the Digital Envelope tool—which will be used to send emails related to the use of the Digital Envelope tool—must be the same as those designated in their ESPD to receive notification and communication alerts.

Bidding companies should retain the bid activation email, as the link contained in the activation email is the exclusive access they will have to submit their bids through the Digital Envelope tool.

By accessing the offer submission web portal via this link, bidding companies will need to prepare all the required documentation and attach it electronically in the corresponding envelopes. Bidding companies may prepare and submit this documentation in stages before the final offer submission. To start uploading the documentation, the tool will require bidding companies to enter a password for each envelope containing encrypted documentation as part of the tender (a password is not required for the envelope that does not contain encrypted documentation).

This password will be used to encrypt the documentation at the moment of submitting the offers. Similarly, the decryption of the offer documents will be done using the same password, which the bidding companies must retain securely. It is important to bear in mind the importance of keeping this/these password(s) safe (they can be the same for all the envelopes or different for each one of them), as only the bidding companies have them (the Digital Envelope tool does not save or remember the passwords entered) and they are essential for decrypting the bids and, therefore, for access to their contents.

Bidding companies will be asked, via the email indicated in the Digital Envelope tool bid registration form, to access the Digital Envelope web tool to enter their passwords at the appropriate time. When bidding companies enter the passwords, the process of decrypting the documentation will begin. The documentation will be stored in a secure virtual space that guarantees it remains inaccessible prior to, where applicable, the constitution of the Committee and the opening of the envelopes, on the date and at the time established.

Bidding companies must, in any case, enter the password before the first encrypted envelope is opened. If any bidding company fails to enter the code word, it will not be able to access the contents of the encrypted envelope. Thus, since the submission of bids via the Digital Envelope tool is based on encrypting the documentation and necessarily requires bidding companies to enter the password(s), which they alone hold throughout the entire process in order to access the encrypted contents of the envelopes, any part of their tender documentation that cannot be decrypted will not be subject to evaluation.

Once all the bid documentation has been completed and the documents that make up the bid have been attached, the actual submission of the bid will be carried out. The bid will not be considered submitted until it is registered, with the corresponding entry note, through the tool. Once the bid has been submitted, the submitted documents may no longer be modified.

Support material for preparing a bid is available to interested parties via the digital envelope tool in the "e-Tendering" section of the Public Procurement Services Platform.

12.3 In accordance with the provisions of Section 1.h of the Sixteenth Additional Provision of the LCSP, the sending of the bids via the Digital Envelope tool may be carried out in two phases: first, by transmitting the electronic fingerprint of the tender documentation within the bid submission period, upon receipt of which the submission shall be deemed to have been made; and subsequently, within a maximum period of twenty-four (24) hours, by transmitting the actual bid documentation. If this second submission is not made within 24 hours, the bid shall be deemed to have been withdrawn. If this option is used, it must be borne in mind that the documentation submitted in this second phase must exactly match the documentation for which the electronic fingerprint was previously sent; therefore, no modification of the electronic files comprising the bid documentation shall be permitted.

In this respect, it is important not to tamper with these files (e.g., not to make copies, even if they are identical in content) in order not to change their electronic fingerprint, which is the one that will be checked to ensure the matching of documents in the two-stage tenders.

12.4 Bids submitted must be free of computer viruses and any other harmful programs or codes, as under no circumstances may documents affected by viruses be opened. It is, therefore, the contractors' responsibility to scan all documents with an antivirus program. If any documents submitted as part of their bid contains a virus, the contractors shall be held liable for the CGTL's inability to access their content.

In the event that any document submitted by the bidding companies is damaged, blank or illegible or is affected by a computer virus, the Contracting Committee will assess, depending on the documentation affected, the legal consequences for the participation of this company in the procedure that may arise from the impossibility of accessing the content of the document. In the case of documents that are essential for the knowledge or evaluation of the tender, the Committee may decide to exclude the company from the tender.

Bidding companies may submit a back-up copy of the electronic documents submitted on a physical electronic medium, which will be requested from the bidding companies if necessary, in order to be able to access the content of the documents in the event that they are damaged. In this regard, it is important to remember the importance of not manipulating these files so as not to change their electronic fingerprint, which is the one that will be checked to ensure the coincidence of the documents in the backup copy, sent in electronic physical support, and those sent in the tender, through the Digital Envelope tool. It should also be noted that this copy cannot be used in the case of having sent documents with viruses through the Digital Envelope tool, given the technical impossibility in these cases of being able to compare the electronic fingerprints and, therefore, of being able to guarantee the non-modification of the bids once the deadline for submission has expired.

12.5 The Digital Envelope tool does not allow the submission of files larger than 25 MB. For this reason, bid documents of this size or larger must be compressed or fragmented into several parts. The partitioning must be done manually (without using WinZip or WinRAR automatic partitioning tools) and without incorporating any kind of password. The resulting partitioned files shall be included under the section for other numbered documentation (part 1 of 2, part 2 of 2).

12.6 The technical specifications required for the electronic submission of bids are available in the "Electronic Tendering" section of the Public Procurement Services Platform. The admissible electronic document formats are: PDF.

12.7 Parties interested in the tendering procedure may request additional information regarding the tender documents and any other supplementary documentation from the Contracting Body. This information shall be provided at least six (6) days before the deadline for the submission of tenders, provided that it has been requested at least twelve (12) days prior to the expiry of the tender submission period.

12.8. In accordance with Article 23 of the RGLCAP (General Regulation of the Public Administration Contracts Law), foreign companies contracting in Spain shall submit the documentation officially translated into Catalan or Spanish.

12.9 The bids are confidential, and their submission implies the unconditional acceptance by the bidding company of the content of these Specifications, as well as of the Technical Specifications, and authorises the Tender Committee and the Contracting Body to consult the data contained in the Electronic Register of Bidding Companies of the Generalitat de Catalunya or in the official register of bidders and companies of a Member State of the European Union.

12.10 Each bidding company may submit no more than one tender. Nor may it take part in a joint venture with others if it has submitted a tender individually, or participate in more than one joint venture. Failure to comply with these rules shall result in the exclusion of all tenders in which it has participated.

PHASE TWO (ANONYMOUS):

ENVELOPE 3 (TECHNICAL PROPOSAL) AND ENVELOPE 4 (IDENTIFIER)

12.11 The SECOND PHASE will be governed by the **principle of anonymity** to guarantee the secrecy of authorship and the documentation/proposal will be presented under an identifier freely chosen by the bidder.

The invited participants will present their proposals for the SECOND PHASE as indicated below in **PHYSICAL FORM** at the headquarters of the Consorci del Gran Teatre del Liceu (La Rambla, 51-59, 08002 Barcelona) in two (2) anonymous envelopes called "ENVELOPE 3" and "ENVELOPE 4".

ENVELOPE 3: TECHNICAL PROPOSAL. Bidders must submit their architectural proposal in the form of five A1 panels and a volumetric model at a scale of 1:500. The panels and the model must be presented in sealed packaging, which may be separate to avoid damage, the panels on one side and the model on the other. They will be identified on the outside only with the tender file number and the identifier, in such a way as to preserve the anonymity of the proposal.

The form of presentation and the specific content is specified in **ANNEX No. 4**.

A *pen drive* with the proposal in digital format will be included with the panels.

An email address will also be indicated through the anonymous identity, which will be used for any communication with CGTL.

A **manual on how to remove metadata** is provided to preserve the anonymity of electronic documentation. This manual is available to interested parties together with all other documents

ENVELOPE 4: IDENTIFIER. See Annex 4 for specifications of the form and content of Envelope 4.

Proposals submitted after the deadline will not be accepted under any circumstances.

POSTAL DELIVERY: In the event that the phase two proposal (panels, model and envelope 4) is sent by post within the deadline, the contestants **will have to justify that the date and time of the mailing at the post office are, at the latest, those indicated in the invitation and announce them to the CGTL by means of an anonymous email** indicating the identifier to contractacio@liceubarcelona.cat. This email must be received by the CGTL **before the end of the deadline established for the submission of PHASE TWO proposals.**

In the absence of the two requirements, the proposal shall not be admissible if it is received by the CGTL after the deadline specified in the notice.

Communications must be made using the identifier, with the warning that anonymity must be preserved, otherwise the proposal will be rejected and the entrant will not be allowed to participate.

In the event that after 10 calendar days from the date of the end of the deadline for the submission of proposals the proposal sent by post to the CGTL has not arrived, it shall not be admitted in any case.

ANONYMITY: Breach of anonymity will result in the automatic exclusion of the participant from this procedure without the submitted proposals being evaluated, which will continue with the remaining bids.

The Secretary of the Panel shall ensure that the characteristics of the competition and anonymity are respected at all times.

No element allowing the identification (addresses, telephone numbers, email addresses, signatures, names, etc.) of the participant may appear inside or on the outside of the technical proposal.

Therefore, anonymity will be considered broken in the event that any participant reveals their identity through any means (including social media) before the Panel's decision is made public. Likewise, the entrants undertake, by the simple fact of submitting their proposal, not to disclose it, by themselves or through any third party or team members, prior to the Panel's decision, in order to guarantee anonymity and preserve the objectivity of the tender.

Competitors may not communicate with members of the Panel in connection with the tender.

Pen drive: the files on the pen drive in digital format must have all document properties (such as title, author, address, etc.) deleted when generating the file in electronic PDF format, so that no properties or data appear in the electronic documents that could reveal the identity of the bidding team or the person who prepared the documentation, thereby compromising anonymity. Participants are provided with a **manual on how to remove metadata from the proposal**.

Thirteen. Panel, composition and functions

13.1 The Contracting Committee is not involved in this procedure. The Panel will act. The administrative or other functions not expressly attributed to the Panel will be carried out by the services of the Contracting Body.

13.2 Functions of the Panel: this is the body responsible for assessing and classifying the graphic or technical proposals submitted in order to determine which is the most suitable for the purposes of the tender in accordance with the assessment criteria set out in these specifications. Once it has given its opinion, it shall submit this to the Contracting Body for approval and resolution of the tender.

a) First phase: candidate selection phase:

- Analysis and evaluation of the documentation contained in **ENVELOPE No. 2** in order to evaluate and select, in accordance with the selection criteria established for this phase in **Annex 7** of these Specifications, the participants who will present their bids in the SECOND PHASE.
- In order to carry out the analyses, evaluation and selection of candidates, the Panel may delegate this task to such members of the Panel as it deems appropriate, and may rely on the human and material resources it considers necessary for the fulfilment of its functions. The result of this analysis will be submitted to the Panel for approval.
- Selection of the participants who may be invited to the SECOND PHASE of the procedure (issuing of the selection opinion).

(b) Phase Two: evaluation of proposals:

- Analysis of the documentation and definitive acceptance of the works (ENVELOPE No. 3).
- A reasoned proposal for the exclusion of any submissions not admitted shall be recorded in the minutes.
- Analysis of the proposals submitted and evaluation of these in accordance with the evaluation criteria established for this phase in **Annex 7**.
- Monitoring and enforcement of the strict anonymity with which documentation must be examined.
- Ranking of the proposals based on the application of the criteria subject to value judgement, indicating any possible commendations or honourable mentions.

- The Panel shall agree on an evaluation procedure based on the quantity and quality of the proposals submitted, based on successive discussion and rejection systems; it may opt for a voting system if it deems this appropriate. In the event of a tied vote: in the event of a tie, a new vote shall be taken and only in the event of three (3) tied votes shall the chairman cast the deciding vote. In any case, the Panel's discussions and decisions will be based on the criteria indicated for this phase in **Annex 7**.
- The Panel, in the exercise of its functions, may provide itself with the human and material resources it deems necessary to fulfil its functions.

Composition of the Panel: The Panel is made up of nine (9) members with non-delegable voting rights, without prejudice to the possibility of delegating their representation or of substitution due to absence. At least two thirds of the Panel has the professional qualification required to participate in the tender (Art. 187.3 LCSP) and at least one third has been selected from among the accredited professionals included, for this purpose, in the exchanges established by the professional associations (Art. 14.2 Law on Architecture). Notification will be made via the Contracting Authority's profile.

With regard to the Panel's fees, a maximum total amount of €32,400 has been established for all sessions and members combined, with six sessions scheduled.

Functioning of the Panel: The Panel shall be constituted by the attendance of two-thirds of its members at the first call, or by a majority of half plus one at the second call. The Panel's decisions shall be made by simple majority, and in accordance with the criteria set out in this Tender Document and in the proposals presented. The Panel shall have full autonomy and its members shall enjoy absolute independence. In the event of a tie, the Chairman shall cast the deciding vote.

At the Panel's constituting meeting, its members must declare that there are no incompatibilities, as established for all purposes in the applicable regulations. If any incompatibility arises, the affected Panel member must withdraw, and in such case, another member meeting the necessary requirements will be appointed to replace them. The members of the Panel are obliged to maintain absolute confidentiality regarding the deliberations and decisions made by the Panel until the moment the submissions (identifiers) are opened.

All Panel members, as well as any technicians requested to provide specific reports for the evaluation of the projects, must submit a Declaration of Absence of Conflict of Interest (hereinafter, "**DACI**"), using the form included as **Annex 17**. This is an additional measure to prevent fraud, favouritism, corruption, and conflicts of interest, as established by Article 64 of the LCSP and Order HPF/55/2023, dated 24 January, concerning the systematic risk analysis of conflicts of interest in procedures carried out under the Recovery, Transformation, and Resilience Plan.

Committee of experts: In this procedure, the Panel acts in accordance with the provisions of this clause.

Fourteen. PHASE ONE. CRITERIA AND PROCEDURE FOR SELECTING THE BIDS FOR ACCESS TO PHASE TWO

Once the General Documentation (ENVELOPE No. 1) has been analysed by the CGTL Contracting Department and by the Secretary of the Panel, an account will be given of the proceedings of the Panel's first meeting. The Panel will be constituted and will qualify the documentation presented, considering as suitable those from natural or legal persons which, having presented the aforementioned documentation, do not contain defects or have rectified these within the deadline, or rejecting those proposals presented after the deadline, which contain defects that cannot be rectified.

If none of the proposals submitted by the deadline is successful, the call for bids shall be declared void.

Once ENVELOPE No. 1 has been opened, ENVELOPE No. 2 will be opened, in a private act, examining and qualifying the documentation provided by the bidders and verifying whether it contains all the required documentation.

Envelopes corresponding to participants excluded from the tender shall be excluded from the procedure and their ENVELOPE No. 2 will not be opened unless on the opening date the entire period allowed for submitting corrections to ENVELOPE No. 1 has not yet elapsed and some of the participants have not yet submitted all the required corrections.

The Panel must select the participants to be invited to Phase Two of this tender, which will make the corresponding proposal to the Contracting Body.

The criteria on the basis of which the participants to be invited to participate in the Phase Two will be selected are set out in **Annex 4** and reproduced in **Annex 7**.

The Panel, with any reports it deems appropriate to request, will study, assess and score the documentation contained in ENVELOPES No. 2. To clarify the documentation provided, the Panel may require the bidders to submit any additional information it considers necessary in relation to ENVELOPE No. 2, which must be completed within a period of no more than 5 calendar days.

The Panel will classify the participants in descending order according to the score obtained and will propose a maximum of five (5) participants and a minimum of three (3) for PHASE TWO. The participants selected will be those who have obtained the top ranked scores and who have exceeded the minimum score set out in **Annex 7** of these Specifications.

If none of the applicants who wish to participate in the tender is selected for Phase Two, the competition shall be declared void.

In the event of a tie between the contestants qualified to move on to PHASE TWO, the tie will be settled in favour of the contestant who has obtained the highest score in the section of the two AUTHORS (i.e. the sum of the scores of author 1 and author 2). In the event that there is still a tie, this shall be resolved by drawing lots, and the contestant who wins the draw—which shall be conducted in a public session—shall proceed to the next phase.

The Panel must submit to the Contracting Body their reasoned proposal for the selection of participants in accordance with the above, so that the Contracting Body may issue, in view of the Panel's proposal, the corresponding resolution designating the selected participants who will be invited to participate in the PHASE TWO of the tender.

The Contracting Body will decide on which participants are ultimately selected for PHASE TWO, which must be justified if it is not in line with the Panel's proposal. The Contracting Body's decision will be communicated to all participants and published in the contractor's profile. **At that time, the selected candidates shall be required to provide the supporting documentation proving their suitability (legal personality, capacity, and financial and technical solvency as required in these specifications) within a period of FIVE (5) business days** from the day following receipt of the request, in order to be invited to submit their technical proposals (as indicated in Clause 12 of these Specifications).

In the event that a selected participant does not provide the required documentation or does not prove their personality, capacity, aptitude or solvency, they will be excluded from this tender procedure and the procedure will continue.

Once all the required documentation has been provided, the Contracting Body will formally and simultaneously invite the bidders to submit their proposals to PHASE TWO of this tender in line with the form and documentation established in these Specifications and in the invitation.

Fifteen. Procedure for awarding the tender

SECOND PHASE (ANONYMOUS). PROPOSALS FROM BIDDERS

15.1 Participants selected for PHASE TWO will be invited to submit their proposals in two envelopes(ENVELOPE No. 3): TECHNICAL PROPOSAL and ENVELOPE No. 4: IDENTIFIER) within the period indicated in the invitation, which shall not be less than 4 months and under the conditions set out in **Clause 12.11 and Annex 4** of these Specifications

Proposals submitted after the deadline will not be accepted under any circumstances.

This second phase is governed by the principle of anonymity. Breach of anonymity shall result in the automatic exclusion of the participant from this procedure, which shall continue with the remaining bids. The Secretary of the Panel shall ensure that the characteristics of the competition and anonymity are respected at all times. Participants will be provided with a *manual on how to remove metadata* from the electronic documentation to preserve anonymity and instructions on how to submit the model while ensuring anonymity.

15.2 Contract awarding criteria

To evaluate the proposals and determine the best proposal, the award criteria established in **Annex 7** of these Specifications must be taken into account, as indicated in **section H of the Table of Characteristics**.

In the event of a tie in the scores obtained by the bidding companies, the procedure indicated in Clause 13.2 a) of these Specifications will be followed.

15.3 Opening of graphic proposals (ENVELOPE No. 3)

Once the bidders' proposals have been received within the term established in the invitation, the opening of **Envelope No. 3**, which shall contain the graphic proposals/propositions and other documentation required by these Specifications, shall be announced through the CGTL's contracting profile.

The original copies of the proposals shall be made available to the members of the Panel so that they may carry out the tasks assigned to them. Likewise, where appropriate, a copy of the proposals will be given to the members of the Panel for their analysis, evaluation and deliberations, and the information provided will be kept confidential.

Prior to submitting the documentation to the Panel, the Contracting Body shall, where appropriate, decide on any proposals that must be excluded because they were submitted after the deadline or because they violate the principle of anonymity.

15.4 Analysis and evaluation of the proposals by the Panel (Envelope No. 3)

On the same date as the opening of Envelope No. 3 in a separate session, or on such date(s) as may be determined by the members of the Panel, they shall meet to analyse, assess, and evaluate the proposals submitted and admitted, considering exclusively the criteria subject to qualitative judgement established in **Annex 7** for this second phase.

In accordance with the provisions of Article 187.7 LCSP, if necessary, the participants will be invited, via the anonymised email that they will have included in Envelope no. 3, to answer questions that the Panel has formulated to clarify any aspect of the proposals. The questions and answers shall be recorded in the Panel's report.

The Panel shall issue a report or decision, which shall be recorded in a report signed by its members. This report shall include the ranking of the proposals, based on the established evaluation criteria, together with any

observations they deem appropriate. The Panel shall make its decisions with complete independence and autonomy, on the basis of the technical proposals submitted to it anonymously and solely on the basis of the criteria set out in **Annex 7** of the specifications.

The maximum time limit for the Panel to submit its opinion shall be 5 working days. However, should the Panel so decide, this deadline may be extended. This extension shall be published in the Contracting Authority's Contracting Profile.

Anonymity must be respected until the Panel reaches its decision.

Once the Panel's report has been issued, each selected bidder shall be notified electronically, and the date and time of the public opening of Envelope No. 4, which contains the identity of the bidders, shall be published on the Contracting Authority's profile. At this ceremony, the Panel's decision will first be read out and then the proposals presented will be identified with the corresponding identifier; these actions will be recorded in the corresponding minutes.

15.5 Ranking of bids and request for documents prior to the awarding of the contract

Once the Panel's opinion and the identity of the bidders are known, and taking into consideration the classification of the bids and the Panel's reports, the Contracting Body will proceed to award the contract that is the object of this tender. Reasons must be given for the awarding of the contract if it is not in line with the Panel's proposal. The award proposal does not create any rights in favour of the bidder proposed as the Successful Bidder, as the Contracting Body may depart from this decision at any time provided it gives reasons for this.

Notwithstanding the above, all the proposals may be rejected, and the procurement procedure may be declared void if the PANEL or CGTL, for duly justified reasons, consider that none of the proposals meet the technical and functional requirements governing this competition, or its needs or requirements, are suitable for the development of the project, or possess the necessary quality for the purpose of the tender (which shall only occur if the bidders do not achieve the minimum score required to pass PHASE TWO, as established for this phase in **Annex 7**).

In such cases, the tender procedure shall be declared void. The contestants invited to PHASE TWO will only be entitled to receive the 25,000 euro bonus established for each admitted bidder if the Panel considers that the corresponding proposal and documentation presented meet the requirements of the tender and exceed the minimum score. The competition may also be declared void if none of the applicants to participate is selected for Phase Two.

15.6 The Contracting Body, in view of the Panel's resolution, will approve the classification in decreasing order of the proposals submitted and admitted on the basis of the evaluation criteria established in these Specifications and which have not been excluded, and will request the tenderer who has submitted the winning bid to provide the documentation indicated in Clause 15.7 within a maximum period of TEN (10) BUSINESS DAYS, counting from the following notification of the request, in the event that it has not been submitted previously.

The Contracting Body shall award the contract within FIVE (5) WORKING DAYS following receipt of the required documentation. The Contracting Body may decide not to award or not to formalise the corresponding contract, or to withdraw from the award procedure, should any of the circumstances set out in Article 152 of the LCSP apply.

The CGTL reserves the right not to commission, for justified reasons, the work covered by this tender or any subsequent contracts.

Should the commission of the competition foreseen in Section B.2 of the Table of Characteristics—drafting of the preliminary project and basic design of the building, preliminary project and basic design of the urban development and civil works, and modification of the tender’s special plan—not be formalised for reasons not attributable to the winner, the latter shall be entitled to receive the prize indicated in the summary table of characteristics for their participation in the competition, without the right to claim anything further amount on any other grounds.

Should the *subsequent contracts* not be executed due to unforeseen circumstances—whether of an economic nature or other reasons that prevent the Contracting Body from proceeding with said contracts—this shall not entitle the winner of the competition to receive any amount by way of loss of profit or any form of compensation on this basis, once the fees for the works performed have been paid.

Electronic auction: electronic auctions may not be used in this procedure.

Bids with abnormal or disproportionate values. Not applicable

15.7 Once the Panel’s proposal has been accepted by the Contracting Body, the relevant departments will request the bidding company that has submitted the best tender to submit the supporting documentation indicated below within ten (10) working days from the day following the day on which the request was received, except for those that have already been submitted previously.

- **Companies not registered in the Electronic Register of Bidding Companies (RELI) or in the Official Register of Bidders and Classified Companies of the Public Sector**

(This documentation, where applicable, must also be provided for the companies whose capacities are used)

I.- Documentation accrediting personality and capacity:

- a) For natural persons (individual entrepreneurs and professionals), the presentation of the national identity card (DNI) or equivalent document, and the tax identification number (NIF), in the event that this is not included in the aforementioned DNI, will be compulsory.
- b) For legal persons, the presentation of the CIF and the deeds of incorporation, modification and adaptation of statutes, if applicable, duly registered in the Trade Register, will be compulsory, when this requirement can be demanded in accordance with the applicable trade legislation. When this registration is not required, accreditation shall be provided by means of the deed or document of incorporation, of modification, statutes or founding act, in which the rules regulating the activity of the company are stated, registered, where appropriate, in the corresponding official register.
- c) If the business owner acts through a representative or is a legal person, it is necessary to provide:
 - c.1.) Public power of attorney, duly registered in the corresponding public register.
 - c.2.) The DNI and NIF of the representative and of the signatory of the economic proposal.
- d) The legal capacity to act of non-Spanish companies from Member States of the European Union or signatories to the Agreement on the European Economic Area must be evidenced by registration in the appropriate registers in accordance with the legislation of the State in which they are established, or by submitting a sworn statement or a certificate under the terms established.
- e) The capacity to act of foreign companies not included in the previous section must be accredited by observing the rules set out in Article 68 of the LCSP.

- f) As mentioned above, bids may be submitted by consortia or groupings of companies temporarily set up for this purpose, which need not be formalised in a public deed until the award has been made in their favour. These companies shall be jointly and severally liable to the CGTL.

In such cases, whether involving natural or legal persons, each of their members must individually provide evidence of their capacity, legal personality, and representation, and it is compulsory to indicate in a separate document the names and details of all signatories, the percentage of participation held by each of them, and they must appoint a representative or attorney-in-fact with sufficient powers to exercise all rights and fulfil all obligations.

A bidder who is part of a group or consortium formed on a temporary basis may not compete individually in the same procedure or be included in more than one group or consortium.

If all or part of the related documentation has already been submitted to the CGTL and has not been subject to any modification or update, and is therefore fully valid, it shall not be necessary for the bidder to provide it again, provided that a duly completed certificate regarding the validity of the aforementioned documentation is submitted, under the bidder's own responsibility, in accordance with the template set out in **Annex 16**.

II.- Documentation accrediting compliance with the specific solvency requirements in accordance with that established in **Section G of the Table of Characteristics**.

III.- Likewise, the bidding company that has submitted the best proposal must provide:

- If applicable, certificates attesting to compliance with quality assurance or environmental management standards.
- Documents accrediting the effective availability of resources that it has undertaken to dedicate or assign to the execution of the contract in accordance with Article 76.2 of the LCSP in accordance with section **G.3 of the Table of Characteristics**.
- Proof of payment of the corresponding advertising costs, the maximum amount of which is indicated in **Section S of the Table of Characteristics**.
- Document accrediting the constitution of the **definitive guarantee**, in accordance with that established in Clause 16.
- Any other documentation that, specifically and due to the nature of the contract, is determined in **Section J of the Table of Characteristics** of the contract.
- Annexes 13, 14, 15, 16 and 17, if applicable, duly signed by the representative of the company and incorporated in these particular specifications.

IV.- If the company intends to subcontract the service that is the object of the tender, it must provide **Annex 5**, duly completed.

V.- Other documentation:

- Registration for the Tax on Economic Activities, under the category corresponding to the subject matter of the contract, together with the latest payment receipt, provided that the bidder carries out activities subject to and not exempt from said tax.

However, in the event that the selected company is in one of the cases exempt from this tax set out in Article 82 of Royal Legislative Decree 2/2004, of 5 March, which approves the Consolidated Text of the Law Regulating Local Treasuries, it must provide a declaration of responsibility that must specify the

legal basis for the exemption and the document evidencing its registration in the census of taxable persons.

- Specific certificate confirming compliance with tax obligations issued by the Tax Administration, for the purposes of Article 43 of Law 58/2003 of 17 December, General Tax Law.

- Positive certificate issued by the competent body confirming compliance with tax obligations with the Tax Administration.

- Positive certificate issued by the Generalitat de Catalunya confirming the absence of tax debts with said Administration.

- Positive certificate issued by Barcelona City Council, where applicable, confirming the absence of tax debts with said Authority.

- Positive certificate issued by the competent body confirming compliance with its obligations towards Social Security.

- **Companies registered in the Electronic Register of Bidding Companies (RELI), in the Official Register of Bidders and Classified Companies of the Public Sector, or listed in a national database of a Member State of the European Union.**

I.- Document accrediting registration in the ROLECE or RELI and a certificate confirming the validity of the data contained therein. If any of the information referred to in the previous section is not included in the RELI, it must be provided separately.

II.- In the event of relying on the integration of solvency through external means, submission of the commitment referred to in Article 75.2 of the LCSP.

III.- Documents accrediting the effective availability of resources that it has undertaken to dedicate or assign to the execution of the contract in accordance with Article 76.2 of the LCSP.

IV.- Document accrediting the constitution of the **definitive guarantee**, in accordance with what is established in Clause 16.

V.- Any other documentation that, specifically and due to the nature of the contract, is determined in **Section J of the Table of Characteristics** of the contract .

VI.- **Annexes 13, 14, 15, 16 and 17, if applicable**, duly signed by the representative of the company and which are included in these particular conditions.

VII.- Proof of payment of the corresponding advertising costs, the maximum amount of which is indicated in **Section S of the Table of Characteristics**.

VIII.- Any other documentation that, specifically and due to the nature of the contract, is determined in **Section J of the Table of Characteristics** of the contract .

IX.- If the company plans to subcontract the service that is the object of the tender, it must provide **Annex 5** duly completed.

15.8 Once the bidding company that has submitted the best bid has provided the required documentation, it will be rated. If any rectifiable defects or errors are detected in the documentation submitted, the affected companies shall be notified by email so that they may correct or remedy them within a maximum period of THREE (3) business days.

Requests for corrections will be carried out through the Digital Envelope tool, by means of which an email will be sent to the address or addresses indicated by the bidding company or companies in the registration form, with the link to access the space in the tool where the corresponding documentation must be provided.

Requests for correction will be communicated to the company by electronic communication via email or through the E-NOTUM system integrated into the public procurement services platform, in accordance with the provisions of these specifications.

In the event that the request for documentation is not properly complied with in the specified period, or within the period allowed for correction, the bidding company shall be deemed to have withdrawn its bid and the same documentation shall be requested from the next bidding company, in the order in which the bids have been ranked. This circumstance entails the requirement to pay an amount equivalent to THREE (3) percent of the tender base budget, excluding VAT, as a penalty, which shall be enforced, in the first instance, against the provisional guarantee, where applicable, and may also result in the company being declared prohibited from contracting for the reason provided under Article 72.a of the LCSP.

Likewise, any false statements in the declarations made by the bidding companies in the ESPD or in other declarations may give rise to a prohibition to contract with the public sector provided for in Article 71.1.e of the LCSP.

Sixteen. Definitive guarantee

16.1 The amount of the definitive guarantee is that indicated in **Section B.2 of the Table of Characteristics**.

16.2 Guarantees may be provided in one of the following forms:

(a) In cash or government debt securities, subject, in each case, to the conditions laid down in the regulations. The cash and the immobilisation certificates for the registered securities must be deposited with the Consorci del Gran Teatre del Liceu.

b) By way of a guarantee, provided in the manner and under the conditions established by regulations, issued by any of the banks, savings banks, credit cooperatives, financial credit institutions, or mutual guarantee companies authorised to operate in Spain, which shall be deposited with the Consorci del Gran Teatre del Liceu. A model guarantee is attached as **Annex 10**.

c) By means of a surety insurance contract with an insurance company authorised to operate in the manner and under the conditions established by regulations. The insurance certificate shall be delivered to the establishment referred to in (a) in accordance with the model attached as **Annex 11**.

d) Similarly, the definitive guarantee may be lodged by means of a deposit withheld from the price, on presentation of a declaration of liability signed by the representative of the company. This deduction will be made from the first invoice issued by the successful bidder and, if the amount is not sufficient to cover the entire guarantee, from subsequent invoices issued by the successful bidder until the guaranteed amount is covered in full. No payment shall be made to the successful bidder until the definitive guarantee has been lodged in full.

16.3 In the case of temporary joint ventures, the definitive guarantee may be constituted by one or more of the participating companies, provided that together they reach the amount required in **Section L of the Table of Characteristics** and jointly and severally guarantee all the companies making up the temporary joint venture.

16.4 The definitive guarantee will respond to the concepts defined in Article 110 of the LCSP.

16.5 In the event of total or partial redemption or substitution of the securities constituting the guarantee, the successful bidder shall be obliged to replace them in the necessary amount so that the guarantee amount is not reduced for this reason; furthermore, documentary evidence of such replacement must be provided.

16.6 When, as a result of the modification of the contract, its total value varies, the guarantee lodged must be adjusted to the amount necessary to maintain the due proportion between the guarantee and the contract budget in force at any given time, within fifteen days from the date on which the company is notified of the modification agreement. For these purposes, price variations that occur as a consequence of a price revision in accordance with that indicated in the chapter on price revision in public sector contracts of the LCSP will not be considered.

16.7 When penalties or indemnities payable to the successful bidder are paid against the guarantee, the latter must replace or extend the guarantee, by the corresponding amount, within fifteen days of its execution.

16.8 If the guarantee is not replaced in the cases mentioned in the previous paragraph, the contracting authority may terminate the contract.

Seventeen. Decision not to award or sign the contract and withdrawal

The Contracting Body may decide not to award or sign the contract for duly justified reasons of public interest, with prior notification to the bidding companies, before the contract is formalised.

It may also withdraw from the procedure before the contract is formalised, notifying the bidding companies, when it identifies an irremediable breach of the rules governing contract preparation or those regulating the award procedure.

The decision not to award or sign the contract and the withdrawal of the award procedure shall be published in the contractor profile.

Eighteen. Awarding of the contract

18.1 Once the documentation referred to in Clause 15 has been submitted, the Contracting Body will agree to award the contract for the **drafting of the preliminary project** to the company or companies proposed as the successful bidder, within five working days following receipt of the said documentation.

The tender shall not be declared void if there are any proposals that are admissible in accordance with the criteria set out in these Specifications. The declaration, if applicable, that this procedure has been declared void shall be published in the profile of the contracting authority.

18.2 The contract award decision will be communicated to the bidding companies by email and will be published on the Contracting Body's contracting profile within fifteen days, indicating the deadline by which the contract must be formalised.

18.3 The successful bidder must provide all the information listed in **Annex 8**, relating to the prevention of occupational risks, in the event that their company's personnel have to access the premises of the Consorci del Gran Teatre del Liceu.

Once the tender has been awarded, the work to be carried out will be as follows, in accordance with the technical specifications of the tender: preliminary project and basic project for the building, preliminary design and basic project for the urban development and civil works and drafting of the modification of the special plan.

Nineteen. Formalisation and entry into force of the contract

19.1 The contract shall preferably be formalised by means of advanced electronic signature based on a qualified or recognised electronic signature certificate.

The successful bidder(s) may request that the contract be drawn up in the form of a public deed, at their own expense.

19.2 The contract shall be concluded no later than fifteen working days after the notification of the award to bidders and candidates.

Notwithstanding the above, in the event that the contract is subject to special procurement review, the formalisation may not take place before fifteen working days have elapsed from the sending of the notification of the award to the bidders and candidates in accordance with the provisions of Article 153.3 of the LCSP.

The services reporting to the Contracting Authority shall require the successful tenderer to formalise the contract within a period not exceeding five (5) days from the day following receipt of the request, once the period referred to in the preceding paragraph has elapsed without any appeal having been lodged that would entail suspension of the formalisation of the contract. The same shall apply when the body competent to decide on the appeal has lifted the suspension.

19.3 If the contract is not formalised within the period indicated in the previous section for reasons attributable to the Successful Bidder, the amount of 3 per cent of the base tender budget, excluding VAT, will be demanded as a penalty, which will be drawn first against the definitive guarantee, if this has been constituted. In addition, this fact may give rise to the company being declared as prohibited from contracting, in accordance with Article 71.2b of the LCSP.

If the contract is not formalised within the specified period for reasons attributable to the contracting authority, the successful bidder must be compensated for any damages that the delay may cause.

In the event that the contract cannot be formalised with the successful bidder, it will be awarded to the next company that has submitted the best bid in accordance with the order in which the bids were classified, upon presentation of the documentation referred to in Clause 15, with the deadlines set out in the previous sections being applicable.

19.4 Companies that have competed with the commitment to form a temporary joint venture must present, once the contract has been awarded to them, the public deed of incorporation of the temporary joint venture, in which the appointment of the representative person or the sole authorised representative of the joint venture with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its termination is specified.

19.5 The content of the contract will be that established in Articles 35 of the LCSP and 71 of the RGLCAP and will not include any clause that implies an alteration of the terms of the award.

19.6 The contract will come into force with its formalisation, which will be a prerequisite for beginning its execution.

19.7 The formalisation of the contract, together with the contract itself, shall be published in the contracting profile no later than fifteen days after its completion.

19.8 Once the contract has been formalised, the Public Contracts Register of the Generalitat de Catalunya shall be notified for registration of the basic data, which shall include the identity of the successful bidder, the amount of the contract award, together with the corresponding VAT breakdown; and subsequently, where

appropriate, any modifications, extensions, variations in terms or prices, final amount and termination of the contract.

Contract data communicated in the public procurement register shall be publicly accessible, subject to the limitations imposed by data protection rules, provided they are not of a confidential nature.

III. PROVISIONS RELATING TO THE EXECUTION OF THE CONTRACT

Twenty. Special execution conditions

The special conditions relating to performance, which must be complied with by the contractor(s) and, where appropriate, by the subcontractor(s), are those set out in **Section M of the schedule**.

Twenty-one. Execution and supervision of services

The contract will be executed subject to the provisions of its clauses and specifications and in accordance with the instructions given to the Contractor or Contractors by the person responsible for the contract referred to in Clause 24 of these Specifications.

Twenty-two. Work programme

The Contractor(s) must submit a work programme to be approved by the Contracting Body when this is specified in **Section T of the Table of Characteristics** and, in any case, in the case of services which are to be provided on a successive basis.

Twenty-three. Compliance with deadlines and the correct execution of the contract

23.1 The contractor is obliged to comply with the total contract performance period and any partial periods set out in the work programme.

23.2 Non-fulfilment of delivery deadlines: if the Contractor is in default with respect to compliance with the total or partial deadlines, for reasons attributable to it, the Contracting Body may, given the circumstances of the case and the impact that its delay has on the successful completion of the contract, opt for termination with forfeiture of the guarantee or for the imposition of the penalties indicated in the following section and/or in the standard contract.

23.3 Performance of the contract: the successful bidder must compensate the contracting authority for damages and indemnify it for damages resulting from wilful misconduct or negligence in the fulfilment of the obligations arising from the award of the contract. It shall also be liable for damages caused to third parties during the performance of the contract.

In the event of non-fulfilment or defective fulfilment of the obligations assumed by the successful bidder, the contracting authority may terminate the contract or compel it to fulfil its obligations.

Non-fulfilment or defective fulfilment of contractual obligations may result in the imposition of penalties. The classification of misconduct for the purposes of this contract is described below:

a) Very serious breaches:

- Manifestly defective and irregular provision of services.
- If any of the services covered by the present contract are neglected by the technical manager or their substitute or are defectively executed, causing serious damage to instruments or performances of operas, recitals, concerts and rehearsals.
- The use of work systems, elements, materials, machinery or personnel other than those anticipated in the specifications and in the bids from the successful bidder, if applicable, when this causes very serious damage.

- Failure to make personnel available for the execution of the established services.
 - Very serious non-compliance with subcontracting requirements, if applicable.
 - Misrepresentation of the services stated by the contractor in the invoice.
 - Repeated serious misconduct.
 - The recruitment of staff without any knowledge of their duties or prior training.
 - Failure to comply with the regulations on Occupational Risk Prevention, classified as very serious by their specific regulations, and in particular those of the Health and Safety Plan for services.
 - Non-compliance with the requirements regarding the safety of third parties in the services provided.
- b) Serious non-compliance:
- Failure to comply with the instructions issued by the department responsible for the contract at CGTL to the technical manager of the service or their substitute.
 - Inappropriate behaviour towards professionals in the musical instrument environment by the technical manager or their substitute. Resistance to or non-compliance with requests made by the contracting entity.
 - Non-compliance with the partial performance of the services defined in the contract, or with the delivery deadlines, which does not constitute very serious misconduct.
 - Working a longer working day than is permitted by law, and in the event that this should happen by chance, not informing the Contracting Entity.
 - Allowing, by action or omission, access to the premises of the Contracting Body to persons not part of the contracted service.
 - Failure to deliver, in due time and form, all the information regarding the provision of the service requested by the Contracting Entity.
 - Repeated commission of minor offences.
 - A lack of coverage of the service/execution of the contract for a period of time, due to the lack of substitute personnel or other causes, provided that it is not a very serious breach.
 - Non-compliance, which does not constitute very serious misconduct, of the obligations derived from the general regulations on occupational risk prevention, and in particular, those of the Health and Safety Plan for services, classified as serious by their specific regulations.
- c) Minor non-compliance:
- The lack of collaboration of the staff of the Contracting Entity with the Consorci del Gran Teatre del Liceu.
 - Non-compliance with the partial performance of the services defined in the contract, which does not constitute serious misconduct.
 - Failure to inform the Contracting Entity of the incorporation of new staff or changes.
 - Failure to comply with the regulations on Occupational Risk Prevention, classified as minor by their specific regulations.

During the processing of the file, the successful bidder will be given a hearing so that it can present any objections or claims it deems appropriate and the entity's Contracting Body will resolve these.

23.4 Independently of compensation for damages, in the event of defective performance of the service covered by the contract, or breach of the commitments undertaken by the contractor(s), or of the special performance conditions established in Clause 20 of these Specifications, the following penalties may be imposed:

- For very serious offences, 3% of the amount of the contract.
- Serious misconduct, 1% of the amount of the contract.
- Minor offences, 0.5% of the amount of the contract.

The amount of the penalties imposed may be paid by deduction from the amounts to be paid in full or in part to the contractor or from the guarantee, if any, that may have been lodged when they cannot be deducted from such payments.

23.5 In the event of non-compliance with the contractor's obligation to submit a detailed list of subcontractors or suppliers and proof of compliance with payments, as provided for in Clause 34 of these Specifications, the penalties established in the previous section may be imposed, against which the performance guarantee shall be enforceable.

Twenty-four. Person responsible for the contract

Independently of the unit in charge of the monitoring and ordinary execution of the contract, the Technical Director of the Fundació del Gran Teatre del Liceu (FGTL) is appointed as the person responsible for the contract who shall exercise the following functions:

- Supervise the execution of the contract, make decisions and issue the necessary instructions to ensure the correct performance of the service, always within the powers granted by the Contracting Body.
- Adopt the proposal on the imposition of penalties.
- Issue a report determining whether the delay in execution is due to reasons attributable to the contractor.

The instructions given by the person responsible for the contract constitute the obligations for the execution of the contract together with its clauses and the specifications.

Twenty-five. Incident resolution

Incidents that may arise between the Contracting Entity and the Contractor in the execution of the contract, due to differences in the interpretation of what has been agreed or due to the need to modify the contractual conditions, shall be processed by means of a contradictory file, which shall necessarily include the actions described in Article 97 of the RGLCAP.

Unless justified on grounds of public interest or if the nature of the incidents so requires, this processing shall not cause the contract to be suspended.

Twenty-six. Resolution of technical interpretative doubts

To resolve any interpretative technical doubts that may arise during the execution of the contract, an external and non-binding technical report may be requested from the Contracting Entity.

IV. PROVISIONS CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES

Twenty-seven. Payments to the Contractor

27.1 The amount for the services performed shall be certified, in accordance with the technical specifications, by means of the documents that verify the total or partial completion, as applicable, of the contract.

Invoices shall be issued following validation of the service to the full satisfaction of the CGTL upon completion of each task (preliminary project, basic project—building and urban development and civil works—and modification of the special plan). Invoices shall include the order number to be provided by the CGTL, the date, unit prices if applicable, and the concept of the service performed. In order for the invoices to be considered correctly drawn up and, therefore, to be accepted as valid by the CGTL, the successful bidder must include with the invoice the service validation certificate signed by the contract manager.

27.2 Payment of the contract price shall be made in accordance with the provisions of Article 198 of the LCSP.

Invoices shall be submitted to the CGTL for approval. Payment shall be made on presentation of the invoice in accordance with the above conditions. Invoices shall be paid by bank transfer in accordance with the conditions established by the Consorci.

The CGTL may require the successful bidder to provide, together with the invoice, the Social Security contribution slips for personnel (TC.1) and (TC.2), stamped by a bank or savings institution, or a certificate issued by the relevant Regional Treasury confirming that the contractor is up to date with their Social Security contributions as well as with the payment of wages and all remunerations due to such workers. The portion of the work or services performed shall not be considered approved or accepted by the CGTL unless expressly stated.

27.3 At the initiative of the Contracting Entity, payment to the contractor shall be made upon presentation of an invoice issued in accordance with the current regulations on electronic invoicing.

In accordance with the provisions of Law 25/2013, of 27 December, promoting electronic invoicing and establishing the accounting register of invoices in the Public Sector, invoices must be signed with an advanced electronic signature based on a recognised certificate and must necessarily include the contract file number.

The identifying details of the body responsible for accounting within the Contracting Body and of the recipient, which the contractor must include in the corresponding invoices, shall be those indicated by the Human Resources and General Services department.

27.4 In the event of late payment, the contractor shall be entitled to receive, under the terms and conditions legally established, late payment interest and the corresponding compensation for collection costs, as set out in Law 3/2004, of 29 December, which establishes measures to combat late payment in commercial transactions.

27.5 The contractor may carry out the work more quickly than is necessary to perform the services within the contractual period(s). However, it shall not be entitled to receive in each year, whatever the amount of the work carried out or of the certificates issued, more than the amount allocated in the corresponding annual instalment, as affected by the award coefficient.

27.6 Bills of exchange and endorsements shall not be accepted unless previously and expressly authorised by the CGTL.

Twenty-eight. Contractor's responsibility

The Contractor is responsible for the technical quality of the work it carries out and for the services it provides, as well as for the consequences for the contracting authority or third parties resulting from omissions, errors, inappropriate methods or incorrect conclusions in the execution of the contract.

With respect to the error and correction of deficiencies, as well as compensation for deviations in the execution of the works and responsibility for defects or errors in the projects, the provisions of articles 314 and 315 of the LCSP, respectively, shall apply.

The Contractor shall execute the contract at its own risk and shall be obliged to compensate for any damage caused to third parties as a result of the operations required for the execution of the contract, unless the damage is caused as an immediate and direct consequence of an order from the Contracting Entity.

Twenty-nine. Other obligations of the Contractor

a) The Contractor will be obliged, in the execution of the contract, to comply with the applicable obligations in terms of environmental, social or labour matters as established by European Union law, Spanish law, collective agreements or the provisions of international environmental, social and labour law that bind the State, and in particular those set out in Annex V of the LCSP. It will also be obliged to comply with the provisions in force concerning the social integration of people with disabilities and taxation. Failure to comply with the

aforementioned environmental, social or labour obligations and, in particular, repeated failures or delays in the payment of wages or the application of wage conditions lower than those derived from collective agreements that are serious and fraudulent, will give rise to the imposition of penalties referred to in Clause 23 of these Specifications.

b) The Contractor undertakes to comply with the wage conditions of the workers in accordance with the applicable collective bargaining agreement.

c) The Contractor undertakes to implement measures to promote equality between men and women in the performance of the service.

The Contractor undertakes to comply with all provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April, 2016, (GDPR), relating to the protection of natural persons with regard to the processing of personal data and the free movement of such data, which repeals Directive 95/46/EC, and Organic Law 3/2018, of 5 December (LOPDGDD) on the Protection of Personal Data and Guarantee of Digital Rights, as well as the implementing regulations.

In compliance with Article 28 of the GDPR, the contractor undertakes to provide sufficient safeguards to implement the appropriate technical and organisational measures, so that the processing is in accordance with the requirements of this Regulation and ensures the protection of the rights of the data subjects of the Controller.

The documentation and information that is obtained or to which access is gained during the performance of the services that are the object of this contract and which corresponds to the Contracting Entity responsible for the personal data file, is confidential and may not be reproduced in whole or in part by any means or medium whatsoever. Therefore, no processing, computer editing or transmission to third parties outside the strict scope of the direct performance of the contract may take place.

e) The Contractor undertakes to provide the following information that is mandatory in accordance with the provisions of Article 3.5 of Law 19/2014 on transparency, access to public information and good governance.

d) The Contractor assumes the obligation to be liable for the unpaid wages of its workers to be subrogated and for the social security contributions accrued, even in the event that this contract is terminated and the workers are subrogated by a new Contractor.

g) The Contractor undertakes to provide the service with the agreed continuity and to guarantee individuals the right to use it under the established conditions and, where applicable, upon payment of the agreed fee; to maintain proper order in the service; to compensate for any damage caused to third parties as a result of the operations required to carry out the service, except for those caused by reasons attributable to the Contracting Entity; and, where applicable, to deliver the works and installations for which they are responsible in an appropriate state of conservation and operation.

h) The Contractor undertakes to provide the service in accordance with all the specific regulations applicable to the type of service covered by the contract.

i) The Contractor must conduct its activities in accordance with ethical principles and the following rules of conduct:

(a) observe the principles, rules and ethical standards specific to the activities, trades or professions corresponding to the services covered by the contracts.

(b) not take actions that jeopardise the public interest.

(c) report irregular situations that may arise in public procurement processes or during the execution of contracts.

(d) refrain from conduct that has the object or is likely to have the effect of preventing, restricting or distorting competition, such as collusive or predatory behaviour (cover bidding, bid suppression, market allocation, bid rotation, etc.).

e) respect confidentiality agreements and rules. The winner of the tender may not make any use or disclosure of the winning entry or of the documents produced in connection with the competition, either in whole or in part, directly or in extracts, without the express permission of the CGTL. This duty of confidentiality shall remain in force until the end of the period of execution of the works.

f) collaborate with the Contracting Body in the actions it carries out to monitor or evaluate compliance with the contract, particularly by providing the information requested for these purposes and which the legislation on transparency and public sector contracts imposes on successful bidders in relation to the Reference Authority or Authorities, without prejudice to compliance with the transfer obligations.

These obligations shall be regarded as special performance conditions for the contract.

Thirty. Prerogatives in favour of the Contracting Entity

The Contracting Entity, within the limits and subject to the requirements and effects set out in the LCSP, holds the prerogatives to interpret the contract, resolve any queries arising from its performance, amend it for reasons of public interest, declare the contractor's liability as a result of its execution, suspend its execution, order its execution and determine its effects. Likewise, the contracting authority has the power to inspect the activities carried out by the Contractor during the execution of the contract, in the terms and within the limits established by the LCSP.

Thirty-one. Modification of the contract

With regard to any potential contractual modifications that may arise, the regime set out in Subsection 4 of Section 3 of Chapter I of Title I, Book Two of the LCSP shall apply, depending on whether or not specific grounds for modification have been provided for.

Thirty-two. Suspension of the contract

The contract may be suspended by agreement of the Contracting Entity or because the Contractor chooses to suspend its performance, in the event of a delay in payment of the price of more than 4 months, by giving the Contracting Entity one month's notice.

In any case, the Contracting Entity shall draw up the corresponding suspension report, either *ex officio* or at the request of the Contractor, stating the circumstances that have led to it and the factual situation.

The suspension report, in accordance with Article 103 of the RGLCAP, must be signed by a person representing the Contracting Body and the Contractor and must be issued within a maximum period of two working days, counting from the day following the day on which the suspension is agreed.

The Contracting Entity shall pay the Contractor for the damages caused to it within this relationship:

Costs of maintaining the definitive guarantee.

Compensation for termination or suspension of employment contracts that the contractor has entered into for the execution of the contract at the time the suspension begins.

Rentals or maintenance costs for machinery, plant and equipment, provided that the contractor proves that these resources could not have been used for purposes other than the performance of the suspended contract.

Three per cent of the price of the services that should have been performed by the contractor during the period of suspension, as anticipated in the work programme or in the contract itself.

The costs corresponding to the insurance policies taken out by the contractor in the Specifications linked to the object of the contract.

Only periods of suspension that are documented in the corresponding official record shall be subject to compensation. The Contractor may request that this record be drawn up and if the Contracting Entity fails to do so, it shall be understood, in the absence of proof to the contrary, that the suspension has begun on the date indicated by the Contractor in its request.

The right to claim shall lapse one year from the date on which the Contractor receives the order to resume execution of the contract.

The payment of damages to the Contractor shall only include the items indicated in this provision.

A decision by the Contracting Entity not to carry out any of the services initially planned shall not be deemed to constitute a suspension of the contract.

V. PROVISIONS RELATING TO THE SUCCESSION, ASSIGNMENT, SUBCONTRACTING AND PRICE REVISION OF THE CONTRACT

Thirty-three. Succession and Assignment of the Contract

33.1 Succession of the Contractor:

In the event of a merger involving the Contractor, the contract shall remain in force with the absorbing entity or the entity resulting from the merger, which shall be subrogated to all rights and obligations arising therefrom.

In cases of demerger, transfer or assignment of companies or business units, the contract shall continue with the entity to which the contract is assigned, which shall be subrogated to the rights and obligations arising therefrom, provided that it meets the requirements of capacity, absence of prohibition to contract, and the financial standing required at the time the contract was awarded. The company from which the assets, companies or business units originate shall be jointly and severally liable for the performance of the contract.

The Contractor must inform the Contracting Body of the occurrence of such circumstances.

In the event that the Contractor is a temporary joint venture, where merger, demerger or transfer of a business unit occurs in respect of one or more of the companies comprising the joint venture, the execution of the contract shall continue with the awarded joint venture. If the absorbing company, the entity resulting from the merger, the beneficiary of the demerger, or the assignee of the business unit is not a member of the joint venture, it must have full legal capacity, not be subject to any prohibition to contract, and maintain the financial standing, capacity or classification required.

If the contract is assigned to a different entity, the final guarantee may be renewed or replaced, at the discretion of the awarding entity, by a new guarantee provided by the new entity, taking into account the risk involved with the latter entity. In any event, the previous final guarantee shall remain in force until the new guarantee is formalised.

If subrogation cannot take place because the entity to which the contract should be assigned does not meet the necessary financial standing requirements, the contract shall be terminated, in all respects deemed a case of termination due to fault on the part of the contractor.

33.2 Assignment of the contract:

The rights and obligations arising from this contract may be assigned by the contractor to a third party, provided that the technical or personal qualities of the assignor were not a determining factor in the awarding of the contract and that such assignment does not result in an effective restriction of competition in the market, subject to the following conditions:

(a) The Contracting Body expressly authorises the transfer in advance. If, after a period of two months, no resolution has been communicated regarding the request for authorisation of the assignment, such authorisation shall be deemed granted by administrative silence.

(b) The assigning company must have performed at least twenty per cent of the contract amount. This requirement shall not apply if the assignment takes place when the contractor is undergoing insolvency proceedings, even if the liquidation phase has commenced, or has informed the competent court that it has initiated negotiations to reach a refinancing agreement or to obtain adherence to an anticipated proposal of arrangement, under the terms set out in the relevant legislation.

(c) The assignee must be eligible to contract with the Contracting Entity, possess the required financial standing according to the stage of execution of the contract, and not be subject to any prohibition to contract.

(d) The assignment must be formalised by means of a public deed between the Successful Bidder and the assignee. Assignment to a third party shall not be authorised when it entails a substantial alteration of the Contractor's characteristics, if such characteristics constitute an essential element of the contract.

The assignee shall be subrogated to all rights and obligations corresponding to the company assigning the contract.

Thirty-four. Subcontracting

34.1 The contractor may arrange for other companies to carry out part of the service covered by this contract, in accordance with the provisions set out in **Section P of the Table of Characteristics and subject to the limitations therein, which exclude Authors and acoustic specialists.**

34.2 In their bids, bidders must indicate the portion of the contract they intend to subcontract, specifying its value and the name or professional profile—defined with reference to the required professional or technical solvency conditions—of the subcontractors to whom the work will be assigned. In this case, the intention to enter into subcontracts must be stated in the ESPD, and a separate ESPD must be submitted for each company intended to be subcontracted.

If the contracting companies wish to enter into contracts that do not conform to what was indicated in their tender, such contracts may not be signed until twenty days have elapsed since notification was sent to the Contracting Body and the justifications referred to in the following paragraph have been provided, unless prior express authorisation has been granted or urgent measures are adopted, except where the Contracting Entity communicates its opposition within that period.

34.3 The Contractor must notify the Contracting Body in writing, after the awarding of the contract and no later than the commencement of its execution, of its intention to enter into subcontracts. This notification must specify the portion of the service to be subcontracted, as well as the identity, contact details, and legal representative(s) of the subcontractor, providing sufficient justification of its capability to perform the work through reference to its technical and human resources and experience, and certifying that it is not subject to any contracting prohibition.

If the subcontractor holds the appropriate classification to carry out the portion of the contract subject to subcontracting, notification of this circumstance shall be sufficient to demonstrate its capability.

34.4 The Contractor must notify the contracting authority in writing of any changes to this information during the execution of the contract, and of all necessary information on new subcontracts.

34.5 The execution of subcontracts is subject to compliance with the requirements and conditions set forth in Article 215 of the LCSP.

34.6 Any breach of the conditions established in this clause and in Article 215 of the LCSP regarding subcontracting, as well as the failure to demonstrate the subcontractor's suitability or the circumstances justifying an emergency situation or the urgency of subcontracting, shall entail, depending on its impact on the execution of the contract, one of the following consequences:

- a) the imposition on the Contractor of a penalty of up to 50 per cent of the amount of the subcontract;
- b) termination of the contract, provided that the requirements established in the second paragraph of Article 211(1)(f) of the LCSP are met.

34.7 Subcontracting companies shall be liable solely to the main contractor, who shall therefore assume full responsibility for the execution of the contract towards the Contracting Entity, in accordance with these Specifications and the terms of the contract, including compliance with environmental, social, or labour obligations referred to in Clause 29 of these specifications. The Contracting Entity's knowledge of the subcontracting agreements or the authorisation it grants shall not affect the exclusive liability of the main contractor. Subcontractors shall have no direct claim against the Contracting Entity for the obligations contracted with them by the main contractor as a result of the execution of the main contract and the subcontracts.

34.8 Under no circumstances may the Contractor(s) enter into the partial execution of the contract with persons disqualified from contracting in accordance with the legal system or involved in any of the causes for prohibition of contracting anticipated in Article 71 of the LCSP.

34.9 The contractor shall inform the person representing the subcontractor's employees in accordance with labour legislation.

34.10 Subcontracts shall in any case be of a private nature.

34.11 Payment to subcontractors and supply companies will be governed by the provisions of Articles 216 and 217 of the LCSP.

The Contracting Entity shall check the strict compliance of payment to subcontractors and supplying companies by the Contractor. To this end, the Contractor must provide, upon request, a detailed list of the subcontracting or supplying companies, specifying the conditions relating to the payment deadline, and must provide proof that payment has been made on time. These obligations will be considered a special condition of contract execution, so that failure to comply with them may lead to the imposition of the penalties stipulated in Clause 23 of these Specifications, and the definitive guarantee will be liable for these penalties.

Thirty-five. Price revisions

The price revision applicable to this contract, should this apply, is detailed in **Section Q of the Table of Characteristics**.

VI. PROVISIONS RELATING TO THE TERMINATION OF THE CONTRACT

Thirty-six. Reception and settlement

The reception and settlement of the contract shall be carried out in accordance with the provisions of Articles 210 and 311 of the LCSP and Article 204 of the RGLCAP.

The Contracting Entity will determine whether the services provided by the Contractor comply with the requirements established for their execution and compliance and, where appropriate, will require the performance of the contracted services and the correction of any defects observed on the occasion of their

reception. If the work carried out does not conform to the contracted service, as a result of faults or defects attributable to the Contractor, it may reject it, so that it will be exempt from the obligation to pay or will be entitled, where appropriate, to recover the price paid.

Furthermore, the contract reception units shall verify the effective fulfilment of the contractual clauses establishing obligations regarding the use of Catalan, making express reference to these in the reception and correct execution certificates.

Thirty-seven. Guarantee period and return or cancellation of the definitive guarantee

The guarantee period is that indicated in **Section R of the Table of Characteristics** and shall begin to run from receipt of the services.

If, during the guarantee period, the existence of defects or flaws in the work carried out is accredited, the contractor will be required to rectify them.

Once the Contractor has fulfilled the obligations derived from the contract, if there are no responsibilities that should be exercised on the definitive guarantee and once the guarantee period has elapsed, the agreement to return or cancel the definitive guarantee will be issued *ex officio*, in accordance with the provisions of Article 111 of the LCSP.

Thirty-eight. Termination of the Contract

The occurrence of any of the aforementioned grounds shall have immediate effect from the date of its notification, without prejudice to the exercise of any actions, claims or appeals deemed appropriate.

If the CGTL decides to terminate the contract for any of the causes anticipated in this document, the contract shall terminate without further notice to the successful bidder.

In the aforementioned cases, the CGTL shall reimburse the bond lodged by the successful bidder within 90 days from the date of termination, unless there are contractual reasons that justify the refusal to reimburse the bond.

38.1 Before the performance of the contract, its termination may be declared, either by mutual agreement between both parties (mutual dissent) or unilaterally by either of them, although in the latter case it must always be based on one of the causes indicated in the following section.

38.2 Apart from mutual dissent, the contract may be terminated due to:

- a) The occurrence of fortuitous events or *force majeure* preventing fulfilment of the contract.
- b) The death or supervening incapacity of the individual contractor, or the dissolution of the legal personality of the other party, without prejudice to the provisions of Article 98 of the LCSP regarding contractor succession.
- c) The declaration of bankruptcy, or the declaration of insolvency in any other proceedings, of the other party.
- d) The impossibility of performing the service under the initially agreed terms, or the clear likelihood that continuing to perform it under those same terms would cause serious harm to the public interest purposes that Gran Teatre del Liceu must fulfil, where it is not possible to amend the contract.
- e) Non-payment of wages by the Contractor to the workers involved during execution of the contract, or failure to comply with the conditions established in the applicable collective bargaining agreements for said workers, also during the execution of the contract.

- f) Serious delay in meeting deadlines by the Contractor. This includes the failure to present or formalise the documents prior to the commencement of the service within the deadlines established in these Specifications or in the successful bidder's bid, if these are improved.
- g) Defective performance, where the defects, due to their number or importance, mean that the service cannot, in normal circumstances, fulfil the purposes that the Liceu intends to achieve through it. In other cases, defective performance shall entail the Contractor's obligation to make good the issues at its own expense and the imposition of the corresponding penalties in accordance with Articles 192, 193 and 194 of the LCSP.
- h) The Gran Teatre del Liceu's exercise in good faith of the right to withdraw unilaterally, in complete freedom. In this case, the Liceu shall give the Contractor ten (10) days' notice and indemnify them for all expenses, work and profits that they may obtain from the services provided.
- i) Failure to comply with essential contractual obligations, qualified as such in the Specifications or in the contract.
- j) Any others provided for in these specifications or in the applicable legislation.

VII. APPEALS, INTERIM MEASURES AND SPECIAL CASES OF CONTRACT NULLITY

Thirty-nine. Appeals regime

A. For service contracts with an estimated value of more than 100,000 euros

A special appeal in procurement matters may be lodged, as regulated under Article 44 *et seq.* of the LCSP, before the Catalan Public Sector Contracts Tribunal, as the competent body for resolving such appeals. This appeal may be brought against the contract announcement, the tender documents and any contractual documents setting out the conditions governing the contract, as well as against procedural acts adopted during the procedure that prevent its continuation or cause a lack of due process or irreparable harm to legitimate rights or interests, decisions admitting or rejecting candidates—including the exclusion of bids deemed abnormally low as a result of applying Article 149 of the LCSP—against the award decision, and against contract modifications based on non-compliance with the provisions of Articles 204 and 205 of the LCSP.

Likewise, a special appeal may be lodged in the cases provided for in Article 39.2 of the LCSP.

The special procurement review shall be optional and free of charge for the appellants. Alternatively, a contentious-administrative appeal may be lodged, in accordance with Law 29/1998, of 13 July, regulating Contentious-Administrative Jurisdiction.

The appeal may be lodged by natural and legal persons whose rights or legitimate interests have been or may be adversely affected by the decisions appealed against, and in any event by bidders.

The deadline for lodging a special appeal in contracting matters will be 15 working days, in accordance with the provisions of Article 50 of the LCSP, depending on the act being appealed against.

However, when the appeal is based on any of the causes of nullity anticipated in Section 2 of Article 39 of the LCSP, the time limit for lodging the special appeal will be that indicated in letters a) and b) of Article 50.2 of the LCSP.

The notice of appeal may be submitted to the registry of the Contracting Body, to the registry of the body competent to resolve the appeal, or to any of the places established in Article 16.4 of Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Authorities.

If two (2) months have elapsed from the day following the lodging of the appeal without notification of its resolution, the appellant may consider it dismissed for the purposes of lodging a contentious-administrative appeal.

The statement of appeal must specify the contested act, the grounds for the appeal, the evidence the appellant intends to rely on, and, where applicable, any request for the adoption of interim measures, attaching the documentation required under Article 51 of the LCSP.

Appeals against acts adopted by the Contracting Body concerning the effects and termination of this contract shall be lodged before the competent courts under civil jurisdiction, in accordance with Articles 26 and 27 of the LCSP.

Appeals against acts adopted by the Contracting Body relating to the effects and modification of this contract, which are not subject to a special appeal in procurement matters, shall be lodged through the corresponding ordinary administrative appeal in accordance with the provisions of Law 26/2010, of 3 August, on the legal regime and procedure of the public authorities of Catalonia, and Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Authorities; or through a contentious-administrative appeal in accordance with the provisions of Law 29/1998, of 13 July, regulating the Contentious-Administrative Jurisdiction.

B. For service contracts with an estimated value of less than 100,000 euros:

The preparatory and awarding acts, as well as those adopted in relation to the modification of this contract, may be challenged by means of an ordinary administrative appeal, in accordance with the provisions of Law 26/2010, of 3 August, on the legal regime and procedure of the public authorities of Catalonia, and Law 39/2015, of 1 October, on the Common Administrative Procedure of Public Authorities, or by means of a contentious-administrative appeal, in accordance with the provisions of Law 29/1998, of 13 July, regulating the Contentious-Administrative Jurisdiction.

Appeals against acts adopted by the Contracting Body concerning the effects and termination of this contract shall be lodged before the competent courts under civil jurisdiction, in accordance with Articles 26 and 27 of the LCSP.

Forty. Arbitration

Without prejudice to the provisions of Clause 39, the Contracting Entity and the Contractor(s) may agree to submit all or some of the disputes that may arise between them to arbitration, provided that they concern matters that may be freely disposed of under the law and, specifically, matters relating to the effects, performance and termination of this contract, in accordance with the provisions of Law 60/2003, of 23 December, on Arbitration.

Forty-one. Interim measures

Before lodging the special procurement appeal, the persons entitled to lodge it may request the adoption of precautionary measures before the competent body for its resolution, in accordance with the provisions of Article 49 of the LCSP and Royal Decree 814/2015, of 11 September, already mentioned.

Forty-two. Invalidity regime

This contract will be subject to the invalidity regime provided for in Articles 38 to 43 of the LCSP.

Forty-three. Competent jurisdiction

To resolve any discrepancy that may arise from the preparation, awarding and contractual modifications, when the latter are based on non-compliance with the provisions of Articles 204 and 205 of the LCSP, when it is understood that said modification should have been the object of a new award, the parties will submit to the contentious-administrative jurisdictional order. To resolve any dispute that may arise in relation to the effects

and termination of this contract, as well as to its private financing, the parties shall submit to the civil jurisdiction.

VIII. INTELLECTUAL PROPERTY RIGHTS. ASSIGNMENT OF RIGHTS

Forty-four. Assignment of intellectual property rights

The submission of the proposal implies that the bidder assigns to the CGTL or the APB, exclusively and with the right to transfer to third parties, the right of disclosure, reproduction, distribution, public communication and transformation of the Work, in any medium or support, which includes the publication of the graphic proposals submitted in accordance with Article 15 of Law 7/2017, of 6 July, on Architecture. This assignment shall have worldwide territorial scope and shall last for the entire legal duration of the rights provided for in the current consolidated text of the Intellectual Property Law, approved by Royal Legislative Decree 1/1996, of 12 April. Participants must guarantee their authorship of the proposals submitted, as well as their originality and novelty, ensuring that the rights they assign do not infringe the rights of third parties. In the event that the use of third-party rights is involved, the bidder must have previously obtained the corresponding authorisation.

The CGTL may require the Successful Bidder to implement the project variations suggested by the Panel or any detailed or programmatic variations deemed necessary based on the needs and objectives at the time of contracting, as determined by the CGTL or the APB, for technical, economic, usage-related, or other reasons, provided that such variations do not substantially alter the winning concept. Partial development, or failure to develop one of the uses or activities, shall not be deemed to alter the idea. Non-acceptance by the successful bidder of the variations established by the CGTL or the APB shall result in the termination of the successful bidder's contract, without the right to any type of compensation.

The CGTL or the APB shall hold all economic rights—expressly excluding the author's moral rights—over the proposals submitted by the participants selected in Phase 2 and may, if deemed appropriate, proceed with their presentation or public exhibition, without prejudice to any other limitations that may arise or be imposed by applicable copyright protection legislation. The Author expressly accepts that the rights of exploitation of the products derived from these Terms and Conditions correspond solely and exclusively to the CGTL or the APB. Therefore, the successful bidder will assign, on an exclusive basis, the exploitation rights described below and mentioned in the previous paragraph, in accordance with the legislation on intellectual property rights.

The assignment of the reproduction rights of the Work includes the total or partial reproduction on a digital medium for incorporation into an electronic database, including the right to store it in server centres, as well as the right to carry out any other temporary reproduction necessary to enable users to view, reproduce, or record it on a hard drive.

The assignment of the distribution rights of the Work includes making the original or copies of the Work available to the public in tangible form, through sale, rental, lending, or any other means.

The assignment of the public communication rights of the Work includes making the Work available, in whole or in part, in digital format, as well as broadcasting it through any analogue or digital communication channel.

The assignment of the transformation rights includes the right to transform or adapt the Work, either directly or through third parties, whenever necessary to adapt it to the format, image, or appearance of the internet or any other internet-related technology, as well as to incorporate any security system into the digital format of the Work.

The assignment of exploitation rights under this Agreement also includes the right of the CGTL/APB to submit metadata of the Work to such search engines, research networks or repositories as the CGTL/APB may deem appropriate.

The Authors expressly authorise the publication of the Work in the institutional repository of the CGTL/APB under the “Attribution-Non Commercial-No Derivatives” (CC-BY-NC-ND) usage licence, allowing the Work to be distributed, copied, and displayed provided that authorship is acknowledged, no commercial gain is sought, and no derivative works are created.

The Authors declare that they are the holders of the intellectual property rights in relation to the Work covered by this contract, that the Work is original, and that if rights to the Work have previously been assigned to third parties, they have duly retained the necessary rights to allow for the assignment governed by this contract. In this sense, each Author is liable to the CGTL/APB for the authorship and originality of the Work and for the peaceful exercise of the exploitation rights assigned by virtue of this Agreement, guaranteeing that there are no commitments or encumbrances of any kind that may infringe the rights assigned to the CGTL and APB by virtue of this Agreement. The CGTL and the APB may hold the Author liable for any responsibility that may be imposed on them as a result of actions, claims, fines, or disputes initiated by third parties related to the exploitation rights covered by this contract.

The Author is solely responsible for obtaining the rights related to any images and illustrations that may appear in the Work. In any case, the CGTL and the APB shall be fully indemnified against any claims made by third parties concerning said rights.

At all times, the CGTL and the APB may transfer or assign the rights granted or grant authorizations to third parties for their commercialisation and exploitation. The CGTL and the APB may exploit the rights either for consideration, receiving any form of compensation, or free of charge.

The Successful Bidder shall not make any use or exploitation of the results and documents produced as a result of the execution of the contract, whether in whole or in part, directly or by extracts, without the authorization of the CGTL or the APB.

The registration of new designs in the Intellectual Property Registry produced within the framework of this contract shall correspond to the CGTL or the APB without any temporal or territorial limitation, who shall be recorded as the holder of the economic rights of such property. The industrial property generated from new designs of urban elements shall be at the free disposal of the CGTL or the APB, who may exploit them freely and without any obligation or encumbrance, subject to the limits set forth in the applicable intellectual property legislation.

The industrial property generated from new designs of urban elements shall be at the free disposal of the CGTL or the APB, being able to exploit them freely and without any kind of obligation and encumbrance.

All Bidders undertake that the technical proposals they submit are original and that the authorisation or assignment in favour of the CGTL or the APB, as provided in this clause, shall not affect third-party rights of any nature nor breach any legal provision. The bidders shall therefore be liable for and shall bear in full any costs or financial burdens that may arise in favour of third parties as a consequence of actions, claims, or disputes derived from non-compliance with the obligations set forth in this clause, holding the CGTL and the APB harmless.

The obligations established for the Bidders in this clause shall also be binding on their employees, collaborators (both external and internal), and subcontractors, so the Bidder shall be liable to the CGTL or the APB for any breach of these obligations by such employees, collaborators, or subcontractors. The Bidder commits to

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formalise, and where applicable ensure that their workers or collaborators formalise, any documents necessary for the maximum and full effectiveness of the rights assignment established in this clause.

Legal validation: the documentation comprising the tender has been legally validated by the Head of the Legal Advisory Department of the Fundació del Gran Teatre del Liceu in advance of its publication.

In Barcelona, on the date of the last electronic signature.

Barcelona, 30 July, 2025



PARTICULAR SPECIFICATIONS

File 007-CONST2425-SE

IMPORTANT NOTICE: This document is a translation of the original Catalan version. In the event of any discrepancy between this document and the original version, the Catalan version shall prevail

ANNEX 1. EUROPEAN SINGLE PROCUREMENT DOCUMENT (ESDP)

Bidding companies must submit the European Single Procurement Document (ESPD) which is attached as a separate file in xml format in the tender documents and in the Digital Envelope. Bidders should download this file, import it via the link <https://visor.registrodelicitadores.gob.es/home> or, alternatively, <https://contractaciopublica.cat/ca/deuc>, fill it in online and sign it electronically.

The tender documentation includes the GUIDE for completing the ESDP.



PARTICULAR SPECIFICATIONS

File 007-CONST2425-SE

IMPORTANT NOTICE: This document is a translation of the original Catalan version. In the event of any discrepancy between this document and the original version, the Catalan version shall prevail

ANNEX 2. DECLARATION OF THE CONSTITUTION OF A TEMPORARY JOINT VENTURE

(To be submitted, where appropriate, in Envelope 1)

Mr/Ms _____, representing the company _____, and Mr/Ms _____, representing the company _____,

DECLARE:

- a) Their willingness to form a Temporary Joint Venture (TJV) to participate in the bidding process for the **contract relating to** _____, with the companies listed with the following percentage of participation in the execution of the contract:

_____ %

_____ %

_____ %

- b) That they appoint as representative of the TJV in the bidding process the following person

And for the record, I hereby sign this declaration

(place and date)

Signature

ANNEX 3. BREAKDOWN OF THE BASIC TENDER BUDGET (JUSTIFICATION OF FEE CALCULATION)

Below is a description of how the base tender budget has been calculated in accordance with the provisions of Articles 100, 101 and 116.4 LCSP.

The base tender budget has been drawn up in compliance with the provisions of Article 100 of the LCSP. This budget has been calculated according to the calculation method explained below based on the costs of the service and is adjusted to market prices. These prices include direct and indirect costs and other possible expenses included in the object of the contract.

Works included in the Base Tender Budget:

Building: The following indicators have been taken into account: the Contract Implementation Budget (CIB) for the building, the Contract Implementation Budget for the stage machinery and the 0.09 coefficient:

Building Fees (BF) = [(CIB building) + (CIB stage machinery)] x 0.09

The fees for the preliminary design and basic design of the building are calculated as follows = BF x 0.25

Urban development and civil works: The Contract Implementation Budget of the urban development and its associated civil works has been taken into account and the coefficient of 0.05 has been applied:

Urban Development Fees (UDF) = (CIB urban development and civil works) x 0.05

The fees for the preliminary design and basic urban development project and civil works are 25% of the total UDF fees and are calculated as follows = UDF x 0.25

Special Plan drafting fees: SPF = Rnd[(CIB urban development) x 0.0025]

Where:

Rnd: rounding down to a multiple of 10,000

Special Plan drafting fees = SPF x 1

Other costs included in the Base Tender Budget

Awards: 25,000 for each non-winning finalist, up to a maximum of four.

ESTIMATED VALUE OF THE CONTRACT: as set out in Section B.1 of the Table of Characteristics, the Estimated Value has been calculated in accordance with the provisions of Article 101 of the LCSP. It includes the base tender budget, as well as any possible modifications and, in this case, in accordance with the provisions of Article 183.4 LCSP, it includes the estimated value of the service contracts that may subsequently be awarded by means of a negotiated procedure without advertising under the protection of Article 168.d) of the LCSP.

The estimated value of the contract defining the fees has been calculated on the basis of the following formula:

Executive building project = BF x 0.35

Executive project (urban development and civil works) = UDF x 0.35

Construction Management (building) = BF x 0.40

Site management (urban development and civil works) = UDF x 0.40

ANNEX 4. DOCUMENTATION TO BE SUBMITTED

4.1 Documentation to be submitted in the first and second phases

PHASE ONE (OR SELECTION PHASE FOR PARTICIPATION IN PHASE TWO)

Bidders interested in participating in this call for tenders must submit TWO (2) ENVELOPES in PHASE ONE.

ENVELOPE No. 1: GENERAL DOCUMENTATION

ENVELOPE No. 2: WORK CARRIED OUT. SELECTION CRITERIA FOR PARTICIPATION IN PHASE TWO

General instructions for Envelope No. 1 and Envelope No. 2:

- a) Proposals with omissions, errors or corrections that do not make it clear what is considered essential for their evaluation will not be accepted.
- b) The proposals must be signed by the legal representatives of the bidding companies and, in the case of companies that bid with the commitment to form a joint venture if they are awarded the contract, they must be signed by the representatives of all the companies that make up the joint venture. The person(s) signing the proposal must be the person(s) signing the ESPD.
- c) Through the Digital Envelope tool, companies will have to sign the "summary" document of their bids, with an advanced electronic signature based on a qualified or recognised certificate, with whose signature the entire bid is understood to be signed, given that this document contains the electronic fingerprints of all the documents that make up the bid.
- d) Bidding companies may indicate, for each document marked in the Digital Envelope tool as eligible for confidential information declaration, whether it does in fact contain such information.
- e) Bidding companies may submit a backup copy, in electronic physical format, of the documents included in their bids that they have submitted using the Digital Envelope tool. This copy shall be provided upon request by the contracting authority if required, and shall contain a copy of the bid with exactly the same documents—with the same fingerprints—as those provided in the bid sent via the Digital Envelope tool.
- f) The submission of bids implies that the contracting authority may, at any time during the contractual procedure, consult or obtain information on everything declared by the bidding companies or contractors, unless they expressly object to this.

CONTENT OF ENVELOPE 1 - GENERAL DOCUMENTATION

- a) **ESPD: EUROPEAN SINGLE PROCUREMENT DOCUMENT - COMPULSORY - (ANNEX 1)**
- b) **DECLARATION OF FORMATION OF A TEMPORARY JOINT VENTURE (only in case of a joint venture) - (ANNEX 2)**
- c) **SUPPLEMENTARY DECLARATION OF RESPONSIBILITY - COMPULSORY - (Annex 6).**
- d) **DECLARATION - COMMITMENT OF STAFF RESOURCES - COMPULSORY (ANNEX 12)**

- NOTE: In relation to the documentation accrediting solvency, as indicated in the Table of Characteristics, <u>only ANNEX No. 12, consisting of the commitment to assign resources, should be included in digital envelope number 1. The rest of the documentation accrediting technical and economic solvency:</u>
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qualifications, CV, certificates of good execution and risk insurance or commitment should not be included in ENVELOPE No. 1. This documentation shall be provided by the bidder only at the request of the Contracting Body as indicated in Section G of the Table of Characteristics and Clause 11 of these Specifications.

Instructions Regarding the Documentation in Envelope No. 1:

- a) **ESPD - COMPULSORY** - The Contracting Body will accept as preliminary proof of compliance with the conditions established by law for contracting with the public sector, as well as the capacity and solvency requirements established in these specifications, the duly completed and updated European Single Procurement Document (ESPD).

To complete it, bidding companies will find a separate file in xml format in the tender documents and also in the Digital Envelope. Bidders should download this file, import it through the link <https://visor.registrodelicitadores.gob.es/home> or <https://contractaciopublica.cat/ca/deuc> fill it in online and sign it electronically. In order to facilitate the preparation of the ESPD, the GUIDE to filling in the ESPD is published together with the tender documents.

Through the ESPD the companies declare the following:

- That the company is validly constituted and that, in accordance with its corporate purpose, it can bid for the tender, and that the person signing the ESPD is duly represented to submit the proposal and the ESPD;
- That it meets the requirements of economic and financial solvency and technical and professional solvency, in accordance with the minimum requirements demanded in these Specifications;
- That it is not prohibited from contracting;
- That it complies with the rest of the requirements set out in this Tender Document and which can be accredited by means of the ESPD.

Likewise, the name, surname and tax ID no. (NIF) of the person or persons authorised to access the electronic notifications must be included, as well as the email addresses and, additionally, the mobile telephone numbers where notifications can be received, in accordance with Clause 8 of these Specifications. In order to ensure the receipt of electronic notifications, it is recommended that more than one person be authorised to receive them, and several email addresses and mobile telephones should be provided to receive notices of service. These details should be included in the "contact person(s)" section of Part II.A of the ESPD.

In addition, bidding companies shall indicate in the ESPD, where appropriate, the information concerning the person(s) authorised to represent them in this tender procedure. The ESPD must be submitted electronically signed by the person or persons duly representing the company to submit the tender.

Bidding companies can fill in the ESPD form through the online service <https://visor.registrodelicitadores.gob.es/espd-web/filter?lang=es> through which the ESPD model for this tender published in xml format can be imported along with the rest of the documentation for this tender, filled in, printed and signed for submission.

For this purpose, the **document in xml format** for importing ESPD is published together with the tender documents via the link indicated.

In Section IV of the ESPD (SELECTION CRITERIA) bidders should simply answer YES/NO (indicating whether they meet the selection criteria required in the tender documents), omitting to complete sections A, B, C or D.

Instruction 1/2016, of 26 July, issued by the Plenary of the Administrative Procurement Advisory Board of the Generalitat de Catalunya, concerning instructions for completing the European Single Procurement Document (ESPD), includes as an annex the standardised ESPD form in its Catalan version, which contains instructions to facilitate its completion, and in particular, instructions regarding the data that may be included in the RELI or in the ROLECE.

The instructions set out in the “Resolution of 6 April 2016, of the Directorate-General for State Assets, publishing the Recommendation of the Administrative Procurement Advisory Board on the use of the European Single Procurement Document provided for in the new public procurement directive” may also be followed.

The ESPD must be signed by the tendering company or, where applicable, its legal representative.

In addition, bidding companies shall indicate in the ESPD, where appropriate, the information concerning the person(s) authorised to represent them in this tender procedure.

Bidding companies listed in a national database of a Member State of the European Union, such as a virtual company file, an electronic document storage system or a pre-qualification system, to which access is free of charge, must provide in each part of the ESPD only the information that does not appear in these terms and conditions. Thus, companies registered in the Electronic Register of Bidding Companies (RELI) of the Generalitat de Catalunya, regulated by Decree 107/2005, of 31 May, and managed by the Technical Secretariat of the Consultative Board for Administrative Contracting (Gran Via de les Corts Catalanes, 635, 95 0802; <http://www.gencat.cat/economia/jcca>), or in the Official Register of Bidders and Classified Companies of the Public Sector, are only required to indicate in the ESPD the information not already registered in these registers, or that is not current or updated. In any case, these companies must indicate in the ESPD the information necessary to allow the contracting authority, where appropriate, access to the relevant supporting documents or certificates.

- ESPD in the case of temporary joint ventures:

In the case of companies bidding for the tender with the commitment to form a temporary joint venture, if awarded the contract, each company must accredit its personality, capacity and solvency and submit a separate ESPD.

- ESPD when using the solvency and means of other entities or the intention to subcontract:

Where a company uses the solvency and resources of other entities or intends to subcontract out work, they must indicate this in the ESPD and submit a separate, duly signed, ESPD for each of the companies whose capacity they intend to use or subcontract.

In the event that a company wishes to use the capacities of other entities, it must provide the written commitment of these entities, in accordance with the provisions of Article 75.2 of the LCSP.

Where the contract specifications provide for the division of the contract into lots, and if the economic and financial standing or technical or professional capacity requirements differ from one lot to another, a separate self-declaration shall be submitted for each lot or group of lots to which the same capacity requirements apply.

The Contracting Body may require bidders to submit all or part of the supporting documents evidencing compliance with the preliminary requirements established in Article 140 of the LCSP and specified in these Specifications, where it considers that there are reasonable doubts regarding the validity or reliability of the ESPD, or where it is necessary for the proper development of the procedure. However, any bidding company that is registered in the RELI or in the Official Register of Bidders and Classified Companies of the Public Sector, or that is included in a national database of an EU Member State with free access, shall not be obliged to submit supporting documents or any other documentary evidence of the data registered therein.

Failure to provide such documentation within the required period, or where the documentation submitted does not prove that the bidder meets all the capacity and solvency requirements, shall be grounds for exclusion from this procurement procedure.

a) Declaration of incorporation in a joint venture:

Where several economic operators participate jointly as a temporary joint venture, they must submit, in addition to the ESPD, a document setting out their commitment to form a temporary joint venture in accordance with the provisions of Article 69.3 of the LCSP (Annex 2), in the event that they are awarded the contract. This document must also include the appointment of a single representative or authorised agent with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its termination, as well as the names and details of the participating economic operators.

b) Supplementary Declaration Of Responsibility – COMPULSORY – (Annex 6)

Bidders will have to submit a supplementary declaration of responsibility in accordance with **Annex 6**.

c) Declaration of assignment of personal or material resources – COMPULSORY – (Annex 12)

Declaration of Responsibility by the representative of the company and commitment of the author/s and collaborators in accordance with the model included in these Specifications.

CONTENT OF ENVELOPE NO. 2 (WORK CARRIED OUT. SELECTION CRITERIA FOR PARTICIPATION IN THE SECOND PHASE)

IMPORTANT: The documentation contained in ENVELOPE No. 2 may not include any information that would allow the content of the envelope relating to the tender in Envelope No. 3 to be known, nor any information that would compromise the anonymity of Envelope No. 3. Failure to comply with this obligation will result in exclusion from the tender.

ENVELOPE No. 2 shall contain the following:

2.1.- AUTHOR/S:

General instructions:

- The submission must include examples of the bidder's own work from completed projects (for which they are the author of the project), which will be assessed and scored in accordance with the criteria set out in Annex 7 and reproduced in this same Annex 4 for ease of reference.
- The work submitted as evidence of technical capacity in Envelope No. 1 may also be presented. The technical information provided for each of the sections subject to assessment may be the same, provided it corresponds to the content and information requested for each of them. Notwithstanding the above, one copy shall be provided for each section.
- Exceeding the established page limit will result in any pages beyond that limit not being assessed. Failure to comply with the indicated format will result in that document not being assessed.
- The information contained in the document must be legible and graphically clear.
- The CGTL may, at any time, require the bidder to formally substantiate any aspect of the information provided in order to verify the accuracy of the data submitted by the bidders, including requesting information directly from the relevant authorities or clients.

1.a) Author(s) Assigned to the Building Project

TWO (2) completed projects carried out by the Author must be submitted, explained in two A3 single-sided documents per project (maximum of FOUR (4) DIN A3 pages in total). **Four sheets in total will be assessed, with a maximum score of 45 points.** Any pages above this limit will not be assessed.

- Design and construction of a theatre, performing arts hall, opera house or symphonic music hall with a capacity for more than five hundred (500) spectators.
- Design and construction of a building for public use, excluding office, residential (dwellings and hotels), or industrial buildings, with a surface area equal to or greater than 2,000 m².

For each project, an explanation must be provided detailing the reasons for the excellence of the work submitted, based on the aspects to be evaluated as set out below. Each aspect will be evaluated on a scale of 0 to 10 and the resulting score will be weighted according to the weight given to each of the aspects:

ASPECTS TO BE EVALUATED	POINTS
Architectural quality and user-experience focused design	15
Skill in organising the functional programme	10
The permeability and welcoming nature for people, as well as the adaptation of the building presented in the public space	10
Architectural and constructional integration of renewable energy production systems	5
Construction solutions and environmental strategies to reduce future costs related to building operation and maintenance	5

The information shall be presented using the standard form provided (see ANNEX 4.2).

The document may include any graphic images, photographs or descriptions that explain the sections subject to evaluation.

1.b) Author(s) assigned to the urban development project.

TWO (2) completed urban design or urban landscape projects shall be submitted, explained on two single-sided A3 documents each. One of these must be larger than 23,000 m². A total of four sheets shall be evaluated, with a maximum total score of **30 points**. Any sheets above this maximum shall not be evaluated.

The evaluation will be made on the basis of the two works submitted and produced by the author, explaining the reasons for the excellence of the work presented according to the aspects to be evaluated. Each of the

aspects will be evaluated on a scale of 0 to 10 and the resulting mark will be weighted according to the weight of each of the aspects.

ASPECTS TO BE EVALUATED	POINTS
The design and landscape quality of the work presented from different viewing angles and at different proximity scales	12
The integration of the submitted landscape within the context of the city. The comfort and accessibility for users and pedestrians. The quality of design focused on the user experience.	10
The way it addresses sustainability and eco-efficiency	8

The information shall be presented according to the standard form provided (see ANNEX 4.2).

The document may include any graphic images, photographs or descriptions that explain the sections subject to evaluation.

2.2.- COLLABORATORS. Work of the collaborating specialists integrated in the team

General instructions:

- The work of constructed projects **(of which the author is a writer in his/her speciality)** must be submitted, which will be evaluated and scored according to the criteria set out in this section.
- The works submitted as technical solvency in Envelope 1 may also be presented, provided that they meet the requirements established in this Annex.
- Furthermore, different specialists may cite the same project, provided that all of them have participated in it and meet all the specified requirements. Notwithstanding the above, documentation must be submitted individually for each of them.
- The technical information provided for each of the sections subject to assessment may be the same, provided it corresponds to the content and information requested for each of them. Notwithstanding the above, one copy shall be provided for each section.
- Each work/project must be presented in the format indicated for each specialist.
- If the number of pages exceeds that indicated in the format instructions, only the pages specified therein will be assessed. Failure to comply with the specified format will result in the remaining documents not being assessed. The information contained in the document must be legible and graphically clear.
- The CGTL may, at any time, require the bidder to formally substantiate any aspect of the information provided in order to verify the accuracy of the data submitted by the bidders, including requesting information directly from the relevant authorities or clients.

2.a) Works carried out by the collaborator proposed as an acoustics specialist

Presentation: TWO (2) projects for opera houses, concert halls, or auditoriums intended for symphonic music with natural acoustics, one of which must have a capacity of more than five hundred (500) people, presented on a single-sided A3 sheet. A total of two sheets shall be evaluated, with a maximum total score of **10 points**.

The evaluation will be made on the basis of the two works submitted and produced by the author, explaining the reasons for the excellence of the work presented according to the aspects to be evaluated. Each of the aspects will be evaluated on a scale of 0 to 10 and the resulting mark will be weighted according to the weight of each of the aspects.

ASPECTS TO BE EVALUATED	POINTS
The analytical process of the requirements and needs of the room that has been carried out to adopt the acoustic criteria	5

Strategy and consistency in room design to achieve the parameters set out in the acoustic criterion	5
---	---

The information shall be presented according to the attached form (see ANNEX 4.2).

The document may include any graphic images, photographs or descriptions that explain the sections subject to evaluation indicated in Annex 7.

2.c) Works carried out by the collaborator proposed as a design specialist

TWO (2) projects carried out by the author must be submitted, each explained on a single-sided A3 document (maximum of 2 A3 sheets in total), containing the information indicated below. Both projects must involve the design and adaptation of spaces, with special attention to the user experience in buildings intended for public use. At least one of the two must be for cultural use.

Four sheets in total will be assessed, with a maximum score of **10 points**.

The evaluation will be made on the basis of the two works submitted and produced by the author, explaining the reasons for the excellence of the work presented according to the aspects to be evaluated. Each of the aspects will be evaluated on a scale of 0 to 10 and the resulting mark will be weighted according to the weight of each of the aspects.

ASPECTS TO BE EVALUATED	POINTS
The capacity of the submitted project to ensure user comfort and enhance the user experience.	4
Skill in the use of light, materials, textures, and colours to create comfortable spaces that promote people's well-being.	4
Environmental quality, starting from the surrounding urban development, to interact with and accompany the user during their time in the building presented.	2

The information shall be presented according to the attached form (see ANNEX 4.2).

The document may include any graphic images, photographs or descriptions that explain the sections subject to evaluation indicated in Annex 7.

2.c) Works carried out by the collaborator proposed as a specialist in audiovisual communication and new technologies

TWO (2) projects carried out by the author, for public use, must be submitted, excluding offices, residential buildings (housing and hotels), and industrial buildings. Each project must be explained on a single-sided A3 sheet (maximum of 2 A3 sheets in total for both projects). Four sheets in total will be assessed, with a maximum score of **5 points**. Any sheets above this maximum shall not be evaluated.

The evaluation will be made on the basis of the two works submitted and produced by the author, explaining the reasons for the excellence of the work presented according to the aspects to be evaluated. Each of the aspects will be evaluated on a scale of 0 to 10 and the resulting mark will be weighted according to the weight of each of the aspects.

ASPECTS TO BE EVALUATED	POINTS
The architectural integration of audiovisual communication systems and elements, as well as innovation	3

The versatility and effectiveness of audiovisual implementation	2
---	---

The information shall be presented according to the attached form (see ANNEX 4.2).

The document may include any graphic images, photographs or descriptions that explain the sections subject to evaluation indicated in Annex 7.

PHASE TWO - PROPOSALS OF BIDDERS SELECTED FOR THE SECOND STAGE OF THE TENDER (only for selected participants)

In all cases, the documentation submitted in Phase Two must preserve the anonymity of the participants as indicated in Clause 12.

The candidates selected to take part in Phase Two, following an invitation from the Contracting Entity organising the project tender—which will be sent to the email address provided by the participants in Envelope no. 1—shall submit the proposal indicated below, within the deadline specified in the invitation, in two physical, sealed and anonymous envelopes. They will include a pen drive together with the panels in Envelope 4. To ensure the anonymity of this electronic file, a manual on metadata removal will be provided.

They shall also submit a model in accordance with the instructions contained in these specifications.

The submissions must be delivered to the headquarters of the Consorci del Gran Teatre del Liceu, La Rambla, 51-59, FAO Legal Advisory. If submitted by post, the conditions for acceptance are set out in Clause 12.11. In any case, the instructions to ensure the anonymity of the proposals must be followed.

Proposals submitted after the deadline will not be accepted under any circumstances.

Envelopes to be submitted in PHASE TWO:

- **ENVELOPE No. 3 (PROPOSAL)** FIVE (5) A1 panels and ONE (1) 1:500 volumetric model.
- **ENVELOPE No. 4 (IDENTIFIER)**

The deadline for delivery of the proposal (panels, model and Envelope 4) shall be at least FOUR (4) MONTHS from the date of the invitation. The closing date and time will be indicated in due course in the invitation. The invitation will also provide instructions to be followed for the anonymous submission of the proposal, including the model.

CONTENT OF ENVELOPE NO. 3 (CLOSED).

The panels and the model must be properly packed in two separate packages, which together will constitute what we call ENVELOPE 3. One package will contain the FIVE (5) panels, and the other will contain the model, to facilitate delivery and prevent damage.

The following statement must be clearly marked on the outside of each package or wrapping:

Title “ENVELOPE No. 3: GRAPHIC PROPOSAL AND TECHNICAL DOCUMENTATION. RESTRICTED PROJECT TENDER WITH THE INVOLVEMENT OF A PANEL FOR THE CONTRACTING OF THE PROJECT DRAFTING SERVICES FOR THE CONSTRUCTION OF THE NEW SITE OF THE GRAN TEATRE DEL LICEU, KNOWN AS LICEU MAR: FILE 007-CONST2425-SE”

- **IDENTIFIER:** *(indicate the Bidder’s identifier)*
- **ANONYMOUS EMAIL ADDRESS:** *(must comply with the conditions required in Clause 12 of these Specifications)*

Inside the packet or packaging of the PANELS shall be inserted:

- FIVE (5) A-1 panels
- A *pen drive* containing a digital file with the panel proposal.

The 1:500 scale volumetric model of the building covering the entire development area shall be placed inside the MODEL packet or packaging.

The participant's IDENTIFIER must be indicated on the model for identification purposes in order to respect the anonymity of the proposal.

The competition organisers will provide a "model holder" of the development area.

Content of the panels:

On the five A1 panels, the author(s) shall present what they consider important about their proposal, related to the following five aspects, which will be evaluated:

Functionality of the proposal. Adaptation to the programme and organisational structure, flexibility, and versatility, focusing on the user experience in the design process.

Contextualisation of the proposal within its environment. Implementation, adaptation, and relationship of the building and urban development with its surroundings: Moll d'Espanya, the Port of Barcelona, and the City.

Architectural and urban quality of the building and the urban development. Architectural quality of the proposed ensemble. Quality of the interior and exterior design.

Sustainability and energy efficiency of the proposal. Functional, passive and constructive sustainability. Energy strategies and the integration of energy production systems in the building and in the development.

Constructive and economic feasibility. The structural simplicity and feasibility of construction solutions in relation to their cost. Ease of maintenance. Cost justification.

These aspects must be presented across the set of FIVE panels, distributed as the participant deems most appropriate. It is not necessary for each panel to explain just a single aspect. However, all five aspects must be explained within the full set of the five panels. The five panels (single-sided) represent the total maximum content allowed.

The panels must be numbered and preferably presented in portrait format.

The documentation constituting the technical proposal must be drawn up by the author(s) of the project.

All the panels that make up the written report must include the identifier (for identification purposes) at the bottom of the page/panel.

Sheets or panels exceeding the specified maximum number will not be evaluated.

The content of the panels will be assessed according to the criteria set out in ANNEX 7 of these Specifications.

A *pen drive* containing the panels in digital format must also be submitted inside the package/envelope/wrapping together with the panels.

Participants qualified for Phase 2, to ensure the anonymity of the proposals, will be provided with the "MANUAL ON THE PROCEDURE FOR REMOVING METADATA FROM GRAPHIC TENDER PROPOSALS", which will be included with the invitation letter and published along with the other tender documents.

These files will be used, on the one hand, for possible publications, and on the other, to electronically compile a device containing all the proposals, which can be distributed to all Panel members prior to their deliberations for detailed review, if applicable.

The documentation constituting the technical proposal must be drawn up by the author of the project. In no case should it be signed, only the IDENTIFIER should be attached.

The technical proposal will be evaluated in accordance with what is set out in PHASE TWO in Annex 7.

CONTENT OF ENVELOPE NO. 4 (CLOSED).

The following shall be marked on the outside of the envelope:

Title: **“ENVELOPE No. 4: IDENTIFIER. RESTRICTED PROJECT TENDER WITH THE INVOLVEMENT OF A PANEL FOR THE CONTRACTING OF THE PROJECT DRAFTING SERVICES FOR THE CONSTRUCTION OF THE NEW SITE OF THE GRAN TEATRE DEL LICEU, KNOWN AS LICEU MAR. FILE: 007-CONST2425-SE , SUBMITTED BY XXXXXX (IDENTIFIER)”** and, if applicable, the wish not to be identified in the event of not being awarded.

Content:

The inside of this envelope will contain the identification of the Bidder who submitted the technical proposal, linked to the chosen identifier.

It must include the identifier, and the identification and contract details of the author or authoring team of the proposal, in the following format:

"The author(s) of the proposal submitted under the identifier " _____ " is/are _____ (name(s) or company name(s)).

Electronic signature of the legal representative of the Bidder

This identification information must be included on the inside the envelope. **Only the identifier may appear** on the outside.

A *pen drive* with the digital file of what is presented on paper must also be included inside.

However, in the event that an unsuccessful Bidder wishes to maintain the anonymity of their proposal, they must expressly state this on the first page of the documentation that makes up Envelope no. 4, indicating “Maintain anonymity”: YES or NO”, as well as on the various elements submitted in the envelope.

ANNEX 4.2 MODEL FORM FOR THE SUBMISSION OF PHASE ONE WORK

FITXA – APARTAT (Indicar la posició a la que el treball presentat fa referència: 2.1A 2.1B, 2.2A, 2.2B, 2.2C...)

TÍTOL DEL PROJECTE 1

Dades del Projecte

Data del projecte:

Data d'inici de l'obra:

Data de fi de l'obra:

Client o Administració actuant:

PEC (IVA exclòs):

Superfície del projecte:

Documentació gràfica

Plànols

Esquemes

Imatges 3D

Fotografies

...

Breu explicació del Projecte

Resum destacant els trets més importants del projecte en relació als criteris de valoració.

ANNEX 5. DECLARATION BY THE BIDDER'S REPRESENTATIVE INDICATING THE LIST OF STAFF AND THE PART(S) OF THE CONTRACT WHICH THE CONTRACTOR INTENDS TO SUBCONTRACT AND THE IDENTIFICATION OF THE SUBCONTRACTORS

Mr., with registered address at, province of, street number, and ID no., on behalf of (themselves) (or the company they represent), with tax ID no., and registered tax address at, street number, aware of the announcement published in the

contracting profile of the Consorci del Gran Teatre del Liceu, and of the rules governing the award of the contract for _____

DECLARES

That the following subcontracting of partial services of this contract has been anticipated in their offer, which will be carried out by the following subcontractors collaborating with the Bidder:

total % of the financial offer corresponding to subcontracted services	%
---	----------

Indicate:

If it is planned to subcontract storage servers or services associated with them:

- ☐ YES (in this case, please also indicate the name of the company and its VAT number)

Subcontracted partial service (precise description of the service to be performed by the subcontractor)	Identification of the subcontractor who will provide the service (at least company name, VAT no., postal address, telephone contact details, email address and contact person must be provided)	% of the Contractor's financial offer represented by the subcontracted service (2 decimal places; absolute amounts must not be given in any case)
		%
		%
		%

- ☐ NO

For the record and for the purposes of the above procurement procedure, I have signed this declaration at [place], on [day] [month] [year]. Signature

ANNEX 6. COMPLEMENTARY DECLARATION OF RESPONSIBILITY FORM (ENVELOPE NO. 1)

Contracting procedure: CONTRACT RELATING TO

Company: [company name]

[Mr/Ms] [name and surname], with ID no. [ID no.], on behalf of the company [name of the company or "on its own behalf", as applicable], in the capacity of [sole director, joint or several director, joint or several attorney-in-fact], pursuant to the public deed granted before the Notary of [place], [Mr/Ms] [name and surname], on [__ of __, __], under protocol no. [protocol no.], hereby declares under their responsibility, as a bidding company for the contract,

DECLARES

1. That the participating company has the required capacity to participate in the procedure, in accordance with the provisions of the Particular Administrative Specifications.
2. The purpose or activity of the company is directly related to the subject matter of the contract, as is apparent from its articles of association or founding rules.
3. The company has the corresponding business or professional qualification required in these specifications.
4. That neither ("the Bidder") nor its administrators or representatives are in any of the situations set out in **Article 71.1 of the LCSP**.

That the participating company meets the capacity, technical, professional, economic and financial solvency requirements set out in the Particular Administrative Specifications and undertakes to provide the supporting documentation for these aspects within the period specified, counted from the day following receipt of the request sent by CGTL.

Likewise, in the case of accrediting its solvency with external means, it undertakes to provide written commitments of collaboration from these companies before the awarding.

5. That the Bidder is up to date with its **tax obligations to the State**, the **Generalitat de Catalunya and Barcelona City Council**.
6. That the Bidder is up to date with its **Social Security obligations**.
7. That the Bidder is registered **for business tax** and is up to date with the payment of this tax, when carrying out activities that are subject to it.
8. That the Bidder provides the documentation accrediting its solvency and capacity in Envelope no. 2.
9. That the participating company accepts that the documentation cited in these specifications is of a contractual nature.
10. That (if the Bidder is not part of a business group, please state the following): That the Bidder is part of a **business group** [name of the business group], and declares that no company belonging to the same group as the Bidder has submitted an offer in this procurement procedure / the following companies from the group are hereby stated as having submitted bids in this tender: (...).
11. In the event of being awarded the contract, the Successful Bidder shall provide proof of holding the required insurance, where applicable.
12. That, in drawing up its offer, it has taken into account the obligations arising from the current regulations on employment protection, working conditions, occupational risk prevention, and environmental protection.
13. That in relation to the obligations established by Organic Law 3/2007 of 22 March, on the effective equality of men and women concerning Equality Plans with the company



Has fewer than 50 male and female employees and does not have an Equality Plan for women and men.

☐ Has fewer than 50 male and female employees and has an Equality Plan for women and men.

☐ Has 50 or more male and female employees and has an Equality Plan for women and men in accordance with the provisions set out in Article 45 and following of the aforementioned law.

14. That it intends to subcontract ____ % (indicate the percentage) of the contract execution.

15. That it declares the following data to be used for carrying out, in this tender, all kinds of requests, communications, and notifications with the legal effects established by law:

Contact person

Registered office

Postcode..... Town/City.....

Telephone Email

16. That it authorises the Contracting Authority to obtain directly from the competent administrative bodies the necessary registry data or documents, as well as tax data held in databases and other sources available for consultation, required to proceed, if applicable, with the award of the contract.

☐ Mark in case of opposition. The undersigned shall provide the certificates at the time they are requested.

17. If applicable, as a foreign company, and in the event that the contract is executed in Spain, the company shall submit to the jurisdiction of the Spanish Courts and Tribunals of any order, for all matters directly or indirectly arising from the contract, waiving, where appropriate, any foreign jurisdiction that might apply.

Place, date, and signature of the company's legal representative



PARTICULAR SPECIFICATIONS

File 007-CONST2425-SE

***IMPORTANT NOTICE:** This document is a translation of the original Catalan version. In the event of any discrepancy between this document and the original version, the Catalan version shall prevail*

ANNEX 7. SELECTION CRITERIA (ENVELOPE 2) AND AWARD CRITERIA (ENVELOPE 3)

ENVELOPE 2. WORK CARRIED OUT. SELECTION CRITERIA FOR PARTICIPANTS (PHASE ONE)

(UP TO 100 POINTS)

IMPORTANT NOTE: In order to pass PHASE ONE of the competition and be able to access PHASE TWO, a minimum score of 60 points is required. The top five ranked participants will advance to the SECOND PHASE, provided they have achieved the minimum score mentioned. Scores will not carry over, as the competition will be decided exclusively based on the points obtained in PHASE TWO.

The selection criteria to limit the number of candidates invited to participate in the second phase of the competition are as follows:

Summary of criteria:

Scoring criteria	Points
Author architecture	45
Urban landscape author	30
Acoustics specialist	10
Design specialist	10
Specialist in audiovisual communication and new technologies	5
Total	100

Total 100 points

The five (5) with the highest scores will be selected from among all those submitted to move on to Phase Two. A maximum of five and a minimum of three.

1.a) AUTHOR assigned to the Building Project Two (2) projects explained on two single-sided A3 sheets each.

One of the constructed projects must be a hall for theatre, performing arts, opera, or symphonic music with a capacity for more than five hundred (500) spectators. The other constructed project must be a public-use building, which is neither offices, residential (housing and hotels), nor industrial, with a surface area equal to or greater than 2,000 m².

Four sheets in total will be assessed, with a maximum score of **45 points**. Any sheets above this maximum shall not be evaluated.

According to the following criteria:

The evaluation will be made on the basis of the two works submitted and produced by the author, explaining the reasons for the excellence of the work presented according to the aspects to be evaluated. Each of the aspects will be evaluated on a scale of 0 to 10 and the resulting mark will be weighted according to the weight of each of the aspects.

The following will be evaluated:

- Architectural quality and user-experience focused design (**15 points**)

- Skill in organising the functional programme (**10 points**)
- The permeability and welcoming nature for people, as well as the adaptation of the building presented in the public space (**10 points**)
- Architectural and constructional integration of renewable energy production systems (**5 points**)
- Construction solutions and environmental strategies to reduce future costs related to building operation and maintenance (**5 points**)

Author/s assigned to the urban development project:

Presentation: TWO (2) completed urban design or urban landscape projects shall be submitted, explained on two single-sided A3 documents each. One of these must be larger than 23,000 m². A total of four sheets shall be evaluated, with a maximum total score of **30 points**. Any sheets above this maximum shall not be evaluated.

The evaluation will be made on the basis of the two works submitted and produced by the author, explaining the reasons for the excellence of the work presented according to the aspects to be evaluated. Each of the aspects will be evaluated on a scale of 0 to 10 and the resulting mark will be weighted according to the weight of each of the aspects.

The following will be evaluated:

- The design and landscape quality of the work presented from different viewing angles and at different proximity scales (**12 points**)
- The integration of the submitted landscape within the context of the city The comfort and accessibility for users and pedestrians. The quality of design focused on the user experience (**10 points**)
- The way it addresses sustainability and eco-efficiency (**8 points**)

Specialist in acoustics:

Presentation: TWO (2) projects for opera houses, concert halls, or auditoriums intended for symphonic music with natural acoustics which must have a capacity of more than five hundred (500) people, each presented on one single-sided A3 sheet. A total of two sheets shall be evaluated, with a maximum total score of **10 points**.

The evaluation will be made on the basis of the two works submitted and produced by the author, explaining the reasons for the excellence of the work presented according to the aspects to be evaluated. Each of the aspects will be evaluated on a scale of 0 to 10 and the resulting mark will be weighted according to the weight of each of the aspects.

The following will be evaluated:

- The analytical process of the requirements and needs of the room that has been carried out to adopt the acoustic criteria (**5 points**)
- Strategy and consistency in room design to achieve the parameters set out in the acoustic criterion (**5 points**)

Design specialist:

Presentation: TWO (2) projects, each with a surface area equal to or greater than 1,000 m², carried out within the last 15 years, explained on a single-sided A3 sheet., with the characteristics indicated in the technical solvency. One of the two must be for cultural use.

Four sheets in total will be assessed, with a maximum score of **10 points**.

The evaluation will be made on the basis of the two works submitted and produced by the author, explaining the reasons for the excellence of the work presented according to the aspects to be evaluated. Each of the

aspects will be evaluated on a scale of 0 to 10 and the resulting mark will be weighted according to the weight of each of the aspects.

The following will be evaluated:

- The capacity of the submitted project to ensure user comfort and enhance the user experience (**4 points**)
- Skill in the use of light, materials, textures, and colours to create comfortable spaces that promote people's well-being (**4 points**)
- Environmental quality, starting from the surrounding urban development, to interact with and accompany the user during their time in the building presented (**2 points**)

Specialist in audiovisual communication and new technologies:

Presentation: TWO (2) projects carried out by the author, for public-use buildings, must be submitted, excluding offices, residential buildings (housing and hotels), and industrial buildings. Each project must be explained on a single-sided A3 sheet (maximum of 2 A3 sheets in total for both projects). A total of two sheets shall be evaluated, with a maximum total score of **5 points**.

The evaluation will be made on the basis of the two works submitted and produced by the author, explaining the reasons for the excellence of the work presented according to the aspects to be evaluated. Each of the aspects will be evaluated on a scale of 0 to 10 and the resulting mark will be weighted according to the weight of each of the aspects.

The following will be evaluated:

- The architectural integration of audiovisual communication systems and elements, as well as innovation (**3 points**)
- The versatility and effectiveness of audiovisual implementation (**2 points**)

A minimum cut-off mark of **60** points is established for access to PHASE TWO.

From all those submitted, FIVE (5) will be selected, and a minimum of THREE (3) will be selected to go on to PHASE TWO.

At that time, the selected candidates shall be required to provide the supporting documentation proving their suitability (**legal personality, capacity, and financial and technical solvency as required in these specifications**) **within a period of FIVE (5) business days** from the day following receipt of the request, in order to be invited to submit their technical proposals (as indicated in Clause 12 of these Specifications).

PHASE TWO

ENVELOPE 3. AWARD CRITERIA WHOSE EVALUATION DEPENDS ON A VALUE JUDGEMENT (UP TO 100 POINTS)

IMPORTANT NOTE: Unsuccessful proposals will receive compensation provided that they have achieved a minimum score of 50 points.

EVALUATION CRITERIA FOR PHASE TWO

Scoring criteria	Points
Functionality of the proposal.	25
Contextualisation of the proposal within its environment.	25
Architectural and urban quality of the building and the urban development.	20
Sustainability and energy efficiency of the proposal.	15
Constructive and economic feasibility.	15
Total	100

Functionality of the proposal. Adaptation to the programme and organisational structure, flexibility, and versatility, focusing on the user experience in the design process **(25 points)**

The following aspects of the submitted proposal will be assessed jointly:

- The organisation of spaces and functions based on the design process focused on the user experience in accordance with the needs expressed in the programme.
- Justification of compliance with the organisational chart, centred on attention to people. Ingenuity and efficiency in the layout of accesses and circulation within the building.
- The building's capacity to adapt, along with its surroundings, to a diversity of programmable cultural uses and activities. Versatility and flexibility to accommodate new cultural demands.
- The flow between exterior spaces and freely accessible interior areas such as lobbies, bar-restaurant, shop, and reception. The permeability, visibility, and welcoming nature of the building's interior.

Contextualisation of the proposal within its environment. Implementation, adaptation, and relationship of the building and urban development with its surroundings: Moll d'Espanya, the Port of Barcelona, and the City. **(25 points)**

The following aspects of the submitted proposal will be assessed jointly:

- The landscape value of the building within the context of the Port of Barcelona, in relation to Moll d'Espanya, Moll de la Fusta, and the Barceloneta promenade. The landscape value of the building and its urban development from various proximity scales.
- Integration between the urban development and the building. The interweaving between the new public space generated and the building. The capacity to generate public space in or on the building itself.
- The creation of new resting areas and new pathways for citizens, enhancing new walking routes by linking the activities and leisure of Moll d'Espanya, Portal de la Pau, Moll de la Fusta, and the Barceloneta promenade.
- The friendliness of the design: the ability to create proximity and well-being for citizens. The overall suitability and layout of the new public space and cultural facility to be attractive and welcoming for users and pedestrians.

Architectural and urban quality of the building and the urban development. Architectural quality of the proposed ensemble. Quality of the interior and exterior design. **(20 points)**

The following aspects of the submitted proposal will be assessed jointly:

- The general volumetric proposal and the architectural solution of the constructed volume. The elevation of the building and its surroundings relative to sea level.
- The architectural quality of the proposed ensemble. The formal, landscape, and functional relationship between the public space and the new cultural facility.
- The quality of the visual experience for citizens resulting from the interaction between the proposed building and the waterfront of Ciutat Vella and Barceloneta, as well as the interaction between the new public space created and the body of water.
- The architectural character of the interior spaces, especially the lobbies, and in particular the character and identity of the main auditorium, despite its versatility, acoustic criteria, and strategies to achieve them.

Sustainability and energy efficiency of the proposal. Functional, passive and constructive sustainability. Energy strategies and the integration of energy production systems in the building and in the development. **(15 points)**

The following aspects of the submitted proposal will be assessed jointly:

- A reduced energy demand and water consumption over the lifetime of the building. Architectural and constructional integration of renewable energy production systems.
- Construction solutions and environmental strategies to reduce future costs related to building operation and maintenance.
- The use of strategies that reduce the environmental cost and inconvenience to neighbours during construction and the life of the building.
- The use of sustainable materials, the careful choice of materials according to their life cycle: extraction, production, transport, implementation, maintenance and replacement, deconstruction and recycling.

Constructive and economic feasibility. The structural simplicity and feasibility of construction solutions in relation to their cost. Ease of maintenance. Cost justification **(15 points)**

The following aspects of the submitted proposal will be assessed jointly:

- The technical feasibility and coherence of the constructive solutions in relation to the available resources.
- The definition of the cost control system and method to be used in all phases of the project and in the subsequent management of the work.
- The efficiency of the parameters: Quality / Cost / Time / Maintenance.
- The programme and preliminary schedule for the execution of the works.

ANNEX 8. PREVENTION OF OCCUPATIONAL HAZARDS

Company details: Company name, Tax ID (CIF), CNAE code, telephone, fax, contact person, etc.
Certificate from the Social Security regarding current payment status, or TC1 documents.
Copy of civil liability policy and copy of the latest receipt.
Certificate confirming that the company has an ORGANISATIONAL MODEL for the development of prevention, occupational health, and safety for its workers.
Risk assessment and preventive measures plan for the tasks to be carried out within the facilities of the Consorci del Gran Teatre del Liceu .
Name of the person directly responsible for carrying out the work or services.
List of workers who will carry out tasks in the facilities of the Consorci del Gran Teatre del Liceu .
Proof of delivery to workers of information regarding the risks associated with their job positions.
Certificate confirming that the workers involved in the tasks have received specific occupational risk prevention training relevant to this type of work.
Medical certificates stating that the workers participating in the tasks are FIT for their job position and assigned activity, or a waiver if applicable.
Record of delivery of Personal Protective Equipment (PPE) to workers involved in the tasks at the Consorci del Gran Teatre del Liceu facilities.
Documentation accrediting the appointment of the prevention resource person where required (for example, for work at heights).
List of subcontractors, with contact person, telephone, fax, or email (if the company has subcontracted activities). In such case, accreditation that the subcontractor has fulfilled its obligations regarding occupational risk prevention (evaluation, information, training, PPE delivery, and medical fitness).



PARTICULAR SPECIFICATIONS

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ANNEX 9. INSURANCE

MINIMUM CONDITIONS TO BE INCLUDED IN THE INSURANCE POLICY TO BE TAKEN OUT BY THE SUCCESSFUL BIDDER

The successful Contractor shall contract and maintain in force at their own expense, at least for the duration of the Contract covered by this Specification—including the guarantee period when applicable and any necessary extensions—the following insurance policy or policies:

General and professional Primary Civil Liability Insurance, appropriate to the scope and scale of the work to be performed, which guarantees liability for material damages, personal injuries, and damages caused to third parties arising from the development or execution of the work included in this Contract, whether attributable to the CGTL or the possible Successful Bidders, in relation to the object of this tender, with a minimum liability limit of **€1,000,000 per claim and in aggregate or per insurance year**, including at least the following cover:

- i General Civil Liability.
- ii Employer's Liability, with a minimum sub-limit per victim of not less than €1,000,000. (*)
- iii Cross Liability (*)
- iv Professional Liability
- v Joint and Several or Subsidiary Civil Liability of any other Contractor(s) different from the awarded Contractor(s), in relation to the subject of this tender.

(*) IMPORTANT: Sections (ii) and (iii) will NOT be required if the awarded contractor is a natural person or a single-member legal entity.

This policy shall include the following provisions:

1) The Consorci del Gran Teatre del Liceu, its staff, the successful Contractor, and the subcontractors involved in the execution of the works subject to this contract must be included as additional insured parties under this policy without losing their status as third parties.

2) It shall act as primary and in the first instance over any other insurance related to this award contract that any party involved may have contracted.

(3) It shall be signed prior to the commencement of the work awarded to the Successful Contractor. This policy must include the corresponding clause releasing the Consorci del Gran Teatre del Liceu from liability and an express waiver of subrogation and recourse rights against the Consorci del Gran Teatre del Liceu or any person acting on its behalf by the insurance companies and the insured parties. Furthermore, it may not be rescinded for any reason whatsoever, unless expressly and previously authorised in writing by the Consorci del Gran Teatre del Liceu.

(4) The minimum liability limits required must remain fully available throughout the duration of this contract, and the Successful Contractor must immediately replenish them as they are depleted.

B) Social Security and Accident or Life Insurance, or any other insurance to which it is legally or contractually obligated, for its own or subcontracted workers employed in the works, where applicable.

C) Mandatory and Voluntary Civil Liability Insurance for vehicles used in the performance of contractual obligations, as well as any other insurance, whether related or unrelated to the works, required under applicable law throughout the term of the contract.

D) Any other insurance that is compulsory under current legislation.

Other obligations:

1. The Consorci del Gran Teatre del Liceu reserves the right to reject the insurance companies selected by the awarded Contractor(s) if it reasonably considers that they do not meet the minimum required solvency conditions, or in the event that the required civil liability insurance policy is cancelled due to non-payment of the premium by the Successful Contractor. In such cases, the Consorci del Gran Teatre del Liceu will contract the required insurance cover on behalf of the Successful Contractor, charging the full cost to the Contractor.

2. The obligations established in this matter for the Successful Contractor(s) shall be understood to extend to any subcontractors engaged by them and, more generally, to all parties involved in the execution of the Contract work, and accordingly, the Successful Contractor(s) shall be responsible for passing these obligations on to all such parties. To this end, the Successful Contractor(s) shall require their subcontractors to establish and maintain the insurance policies listed above for the duration of the services or work they provide to the Successful Contractor(s), requesting from them the corresponding insurance certificates evidencing their validity and effectiveness.

3. Regardless of the provisions in the preceding sections, the Successful Contractor may also, at their own expense, subscribe to any additional insurance policies they deem necessary to fully cover their interests and liabilities that may arise from this Contract.

4. The procurement of all the insurance policies mentioned in this clause shall not limit the obligations and liabilities assumed by the Successful Contractor(s) under the other contractual provisions.

5. In the event of any claim covered by the various insurance policies included in this program, the excesses applicable according to the terms of each policy shall be borne by the Successful Contractor(s). Furthermore, any difference arising in the payment of indemnities—whether due to the application of deductibles or because the claim is not covered by any of the contracted policies—shall also be borne by the Successful Contractor(s).

6. During the term of the contract, the Consorci del Gran Teatre del Liceu may ask the Successful Contractor(s) to present the documentation related to the aforementioned insurance policies, or to provide copies, as applicable, of the guarantee letters, certificates, or policies, as well as evidence of being up to date in fulfilling this requirement. Should the Successful Contractor(s) fail to comply, the Consorci del Gran Teatre del Liceu may, at its discretion, suspend the execution of the work or the payment of the certified invoices, without prejudice to any other liabilities arising from such non-compliance.

7. In any case, the Consorci del Gran Teatre del Liceu reserves the right to contract, at the expense and on behalf of the Successful Contractor(s), any required insurance policies that have not been contracted or that do not fully satisfy the CGTL's contracting requirements.

8. Furthermore, to recover expenses incurred due to damages caused to third parties as a result of the execution of the works covered by this Contract, the Consorci del Gran Teatre del Liceu may proceed by enforcing the guarantees deposited by the Successful Contractor(s).

9. The fact that the Consorci del Gran Teatre del Liceu does not require any of the insurance policies referred to in this clause shall in no case imply that CGTL assumes liability for any damages caused in the event of an

incident, this being a logical consequence of the principle of risk and venture to which the Successful Contractor(s) is/are subject. Failure to take out the various insurance policies in the terms required in this clause shall have the same consequences.

10. The primary and direct liability of the Successful Contractor(s) may not be reduced, mitigated, or transferred to the terms or actions of the insurers.

ANNEX 10. BANK GUARANTEE MODEL

(Notarised in accordance with Art. 197.1 bis of the Notarial Regulations, validated by the Legal Department of the General Deposit Fund, the State Legal Service of the province, or by the equivalent bodies of the remaining administrations)

The Bank and in its name and on its behalf in the capacity of and according to the powers arising from the Power of Attorney granted before the Notary of, Mr/Ms dated, number of their protocol, and which they declare to be in full force and effect, they hereby jointly and severally guarantee the company, in the interest and for the benefit of _____, and up to the sum of euros (...% of the amount of the Contract) for the purpose of guaranteeing the amount of all those specified in the corresponding Contract for the award of the services of ".....".

The aforementioned guarantee is provided by the Bank, with the express and formal waiver of the benefits of excussion, division, order and any others that may be applicable, and to that effect the Bank declares that it wishes to bind itself and does so jointly and severally with the company, up to the settlement by _____ of the aforementioned services and the end of the guarantee period, to pay unconditionally and within a maximum of eight days following a request, the amount or amounts which, up to the guaranteed sum of (...% of the Contract value) EUROS, are stated in the request, the Bank expressly and solemnly waiving all exceptions or reservations in respect of the payment of the amounts claimed from it, whatever the cause, opposition or claim from or from any third parties.

ANNEX 11. SURETY INSURANCE MODEL

(Notarised in accordance with Art. 197.1 bis of the Notarial Regulations, validated by the Legal Department of the General Deposit Fund, the State Legal Service of the province, or by the equivalent bodies of the remaining administrations)

Certificate number

..... (hereinafter referred to as the insurer),
with registered office at, and VAT
number, duly represented by Mr/Ms

....., with sufficient powers to bind them in this act, as evidenced by

.....

INSURES

In favour of, tax ID no., as policyholder, against, hereinafter the insured, up to the amount of euros. (...% of the contract amount)....., for the purpose of guaranteeing the exact fulfilment by the insured of each and every obligation arising from the award of the execution of the services corresponding to

Non-payment of the premium, whether single, initial or subsequent, shall not entitle the insurer to terminate the Contract, nor shall it result in its termination, nor shall the insurer's coverage be suspended, nor shall the insurer be released from its obligation, in the event that the insurer is required to enforce the guarantee.

The insurer may not invoke against the insured any exceptions it may have against the policyholder.

The insurer undertakes to indemnify the insured upon first demand by, and to pay unconditionally, within a maximum of eight days from being required to do so, the sum or sums expressed in the demand, up to the insured amount.

This surety insurance shall remain in force until settlement of the contract and expiry of the guarantee period.

In, on the of

Signature:

Insurer

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ANNEX 12. STATEMENT OF RESPONSIBILITY REGARDING THE ALLOCATION OF RESOURCES

To Whom it may concern, I, the undersigned _____, with ID no. _____, acting on my own behalf/on behalf of the company _____, with tax ID no. _____ and registered address at _____, in my capacity as _____, aware of the conditions and requirements for the award of the contract for "....."

Hereby undertakes to allocate to the contract the following team:

- Mr/Ms _____ (name, surname, ID no.), as Author of the building project, with a minimum of 10 years of experience in the exercise of the profession:
 - Qualification and membership number (if applicable):
 - Years of experience:
 - Has prepared the design as Author and has exercised the site supervision of the following project and construction of a hall for theatre, performing arts, opera, or symphonic music with a capacity exceeding five hundred (500) spectators.
 - _____
 - Has prepared the design as Author and has been construction manager for the following project and construction of a public-use building, carried out within the last 15 years, which is neither offices, nor residential (housing and hotels), nor industrial, with a Contract Implementation Budget (CIB) equal to or greater than €15 million and a surface area equal to or greater than 4,500 m².
 - _____

If other professionals are appointed, indicate the same references in accordance with the conditions set out in section G.1 of the specifications.

- Mr/Ms _____ (name, surname, DNI/NIE), as Author assigned to the urban development project, with a minimum of 10 years of experience in the exercise of the profession:
 - Qualification and membership number (if applicable):
 - Years of experience in the exercise of their profession:

In the last 15 years, has prepared as author and carried out the construction management of the following urban design or urban landscape project and work with a surface area equal to or greater than 23,000 m²:

 - _____

If other professionals are appointed, indicate the same references in accordance with the conditions set out in section G.1 of the specifications.

- Mr/Ms (name, surname, ID no.) as an acoustic specialist with a minimum of 10 years' experience in the practice of the profession:

- Qualification and membership number (if applicable):
 - Years of experience in the exercise of their profession:
 - In the last 15 years, has carried out the work corresponding to their speciality and its management for the following project of an opera theatre, concert hall, or symphonic music auditorium, with natural acoustics and a seating capacity exceeding five hundred (500) spectators:
 - _____
- Mr/Ms (name, surname, ID no.) as a design specialist with a minimum of 10 years of experience in the exercise of the profession:
 - Qualification and membership number (if applicable):
 - Years of experience in the exercise of their profession:
- Has been responsible for the design and adaptation of spaces, with special attention to the user experience, in the following publicly accessible building constructed within the last 15 years, of cultural use, with an area equal to or greater than 1,000 m².
 - _____
- Mr/Ms (name, surname, ID no.) as an installations specialist with a minimum of 10 years' experience in the practice of the profession:
 - Qualification and membership number (if applicable):
 - Years of experience in the exercise of their profession:
 - Has been responsible for the design of the installations for the following project of installations in a constructed building, of cultural use, with a Construction Budget (PEM) equal to or greater than 15 million euros and an area equal to or greater than 4,500 m², carried out within the last 15 years.
 - _____
- Mr/Ms (name, surname, ID no.) as a specialist in eco-efficiency, sustainability, and energy resources with a minimum experience of 5 years in the exercise of the profession:
 - Qualification and membership number (if applicable):
 - Years of experience in the exercise of their profession:
 - Has been responsible for the project and has carried out the construction management of the following constructed building, which is neither office, residential (housing or hotels), nor industrial use, with an area equal to or greater than 4,500 m², completed within the last 15 years, holding an AA energy rating or equivalent, and a building certification based on the LEED standard.
 - _____
- Mr/Ms (name, surname, ID no.) as a structural specialist with at least 10 years' experience in the exercise of the profession:
 - Qualification and membership number (if applicable):
 - Years of experience in the exercise of their profession:
 - Has been responsible for the design of the installations of the following public-use building, which is neither office, residential (housing or hotels), nor industrial, with an area equal to or greater than 4,500 m², completed within the last 15 years.
 - _____

- Mr/Ms (name, surname, ID no.) as a stage technician with at least 10 years' experience in the exercise of the profession.
 - Qualification and membership number (if applicable):
 - Years of experience in the exercise of their profession:
 - Has been responsible for one (1) stage design project for stage equipment with a CIB of more than €2M, carried out in the last 15 years.
 - _____
 - Mr/Ms (name, surname, ID no.) as a specialist in audiovisual communication and new technologies with at least 5 years' experience in the exercise of the profession.
 - Qualification and membership number (if applicable):
 - Years of experience in the exercise of their profession:
 - Has been responsible for one (1) project in audiovisual communication and new technologies for public-use buildings that are neither residential (neither hotels nor housing) nor industrial, with a construction budget (CIB) equal to or greater than 1 million euros, carried out within the last 15 years.
 - _____
 - Mr/Ms (name, surname, ID no.) as a specialist in civil and road works with at least 10 years' experience in the exercise of the profession.
 - Qualification and membership number (if applicable):
 - Years of experience in the exercise of their profession:
 - Has been responsible for one (1) civil engineering and roadworks project with a CIB equal to or greater than 10 million euros carried out in the last 15 years.
 - _____
 - Mr/Ms (name, surname, ID no.) as a specialist in BIM management with a minimum experience of 5 years in the practice of the profession.
 - Qualification and membership number (if applicable):
 - Years of experience in the exercise of their profession:
 - Has been responsible for one (1) BIM project with a CIB equal to or greater than 15 million euros carried out in the last 15 years.
 - _____
 - Mr/Ms (name, surname, ID no.) as a specialist in cost definition and control with a minimum experience of 10 years in the exercise of the profession.
 - Qualification and membership number (if applicable):
 - Years of experience in the exercise of their profession:
 - Has performed the work as the person responsible for cost definition and control in the following building with a construction budget (CIB) equal to or greater than 15 million euros and a surface area equal to or greater than 4,500 m², completed within the last 15 years:
 - _____
- **Bidder's signature:**

And for the appropriate purposes, I hereby sign this document

(Signature of the Bidder)

Date:

- Signature of the Authors:

Signature of the Author of the architectural project

(name, tax ID and membership number)

Signature of the Author of the urban development project

(name, tax ID and membership number)

With this signature, the Authors express their agreement and willingness to act as Author and undertake to perform the services that are the object of this tender in the event they are the Successful Bidder.

- Signature of collaborators:

Signature of collaborator as acoustic specialist

(name, tax ID and membership number)

Signature of collaborator as design specialist

(name, tax ID and membership number)

Signature of collaborator as installation specialist

(name, tax ID and membership number)

Signature of collaborator as specialist in eco-efficiency, sustainability and energy resources

(name, tax ID and membership number)

Signature of collaborator as a structural specialist

(name, tax ID and membership number)

Signature of collaborator as stage technician specialist

(name, tax ID and membership number)

Signature of collaborator as specialist in audiovisual communication and new technologies.

(name, tax ID and membership number)

Signature of collaborator as a specialist in civil engineering and roadworks

(name, tax ID and membership number)

Signature of collaborator as BIM management specialist

(name, tax ID and membership number)

Signature of collaborator as specialist in cost definition and control.

(name, tax ID and membership number)

With this signature, the collaborators declare their agreement and willingness to act as collaborators in the speciality in which they are designated and undertake to perform the services covered by this tender in the event they are the Successful Bidder..

- INFORMATION: Only Annex 12, together with the ESPD and the other documents described in Annex 4, shall be included in Digital Envelope Number 1. The rest of the documentation proving technical solvency: qualifications, CVs, and certificates of good performance, **must not be included in Envelope 1**. This documentation shall be provided by the bidder only upon request from the Contracting Body, as indicated in Annex 4 of these Specifications.

ANNEX 13. SPECIAL EXECUTION CONDITIONS

Dear Sir or Madam, in relation to the tender for _____,
The undersigned, _____, with tax ID number _____, acting for and on behalf of _____,
with tax ID number _____ and address at _____, in their capacity as _____, hereby declares:

1.- That they acknowledge and accept that this contract establishes the **SPECIAL EXECUTION CONDITIONS** detailed below, and accordingly, they HEREBY DECLARE RESPONSIBLY and undertake the following:

- a. Not to carry out financial operations in tax havens. That the entity they represent, or its subsidiaries or intermediary companies, DO NOT carry out financial operations in tax havens, according to the list of countries prepared by the European Institutions or endorsed by them or, failing that, by the Spanish State—or outside of them—and that may be considered criminal, under the legally established terms for money laundering, tax fraud, or offences against the Public Treasury.
- b. The Contractor's activities comply with the ethical principles and rules of conduct established in Section I of Clause 29 of these Particular Specifications.
- c. The Contractor must comply with national and European Union data protection regulations, with this contractual obligation being considered essential pursuant to the provisions of Article 211 of the LCSP.

The special execution conditions referred to herein shall be deemed essential contractual obligations for the purposes of Article 202 of the LCSP regarding the termination of the contract, so that breach of any of them, as determined by CGTL following prior hearing of the Contractor, shall constitute grounds for termination of the contract, with forfeiture of the guarantee, if applicable.

And for all due purposes, this is signed on of,

Signature



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ANNEX 14. DECLARATION REGARDING THE APPOINTMENT OF THE CONTRACT REPRESENTATIVE

To whom it may concern,

The undersigned, with ID number _____, acting on their own behalf / on behalf of the company , with tax ID number _____, in their capacity as _____, fully aware of the conditions and requirements established for the award of the contract for “_____”, hereby appoints, should they be awarded the aforementioned contract, as the person responsible for the contract

_____, (name, surname, position and qualification),

Who will be responsible for the contract throughout the duration of the contract.

And for all due purposes, this is signed on _____ of _____, ____

Signature

Date:



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ANNEX 15. PROTECTION OF PERSONAL DATA

DECLARATION OF RESPONSIBILITY REGARDING THE COMPLIANCE OF TENDERING COMPANIES WITH THE REGULATIONS IN FORCE ON THE PROTECTION OF PERSONAL DATA WITHOUT PERMISSION TO ACCESS OR PROCESS PERSONAL DATA

File ref: _____

Contract relating to: _____

Company: _____ [company name] _____

Mr/Ms [Full Name] _____, representing the company _____ [Company Name/or on their own behalf, as applicable], with Tax ID number [_____] and registered office at _____, acting in the capacity as [sole/joint or several administrator, proxy] pursuant to the public deed granted before the Notary of _____ [City/Town], dated ____ [00/00/0000], with protocol number ____ [No.], hereby declares under their responsibility, as the Bidder for the contract,

DECLARES

1. That the company participating in the tender procedure in question, as service/supply provider of the Consorci del Gran Teatre del Liceu (hereinafter, the "CGTL" or the "Controller"), in the event of being the successful bidder, acknowledges that the CGTL is the Controller of the processing of personal data subject to the contract arising therefrom.

2. That for the performance of the service/supply contract to be awarded through the tendering procedure, the company must not access or process personal data of the Data Controller.

3. That in compliance with the provisions of Article 28 of Regulation (EU) 2016/679 of 27 April 2016 (hereinafter, the 'GDPR'), the company provides sufficient guarantees to implement appropriate technical and organisational measures to ensure the protection of the data subjects' rights of the Controller.

4. That, in the event of being awarded the service/supply, they acknowledge that they do not have permission to access any file, documents or any other type of support containing personal data, for which the CGTL is responsible.

5. That, in the event that company personnel should accidentally or fortuitously have access to personal data, they will undertake not to disclose, transfer, assign or in any other way communicate this data, under any concept or circumstance, whether verbally or in writing, by electronic means, on paper or by computer access, not even for storage purposes, to third parties.

6. The company guarantees that, in the event of being awarded the contract, the personnel who will provide the service/supply on the premises of the CGTL, will undertake to respect the confidentiality of the data or will be subject to a legal obligation of confidentiality of a statutory nature.

7. If the company processes data not authorised by the Consorci del Gran Teatre del Liceu, it will be considered responsible for the processing and will be subject to the provisions of the regulations in force. In accordance with Article 82 of the GDPR, the company shall be liable to the CGTL for any damages caused to interested parties or third parties, as well as for any administrative sanctions arising from judicial or extrajudicial claims or sanctioning procedures of the Supervisory Authority that are a consequence of the non-observance of these instructions that it must assume in accordance with this declaration and the regulations in force.

Date:

Signature of the representative:



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ANNEX 16. DECLARATION OF VALIDITY OF THE DOCUMENTATION

The undersigned, hereby certifies:

That the official documents requested in the Specific Clauses of this tender in order to accredit the personality and capacity of the Bidder have not been modified with respect to those in their possession, presented on to participate in the procedure.....

☐

That the tax identification number is the one already in their possession, submitted on to participate in the procedure.....

That the documents accrediting my representation as signatory of the proposal have not been modified or revoked with respect to those in their possession, presented on to participate in the procedure....

And in witness whereof, this is signed on of ,

Signature

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ANNEX 17. DECLARATION OF ABSENCE OF CONFLICT OF INTEREST

DECLARATION OF ABSENCE OF CONFLICT OF INTEREST (DACI)

Order HFP/55/2023, of 24 January, regarding the systematic analysis of conflict of interest risk in procedures carried out under the Recovery, Transformation, and Resilience Plan.

File: 007-CONST2425-SE

In order to guarantee impartiality in the above-mentioned contracting procedure, the undersigned, as participants in the process of preparation and processing of the file, declare(s):

One - To be informed of the following:

1. Article 61.3 "Conflict of Interest" of Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council, of 18 July (the EU Financial Regulation), establishes that: *"A conflict of interest shall exist where the impartial and objective exercise of the functions of financial agents and other persons referred to in paragraph 1 is compromised for reasons of family, emotional ties, political or national affinity, economic interest, or any other direct or indirect personal interest."*
2. That Article 64, entitled "Fight against Corruption and Prevention of Conflicts of Interest," of Law 9/2017, dated 8 November, on Public Sector Contracts, which transposes into Spanish law the Directives of the European Parliament and Council 2014/23/EU and 2014/24/EU of 26 February 2014, defines conflict of interest as: *"Any situation in which personnel serving the contracting authority, who also participate in the development of the procurement procedure or may influence its outcome, have a direct or indirect financial, economic, or personal interest that could appear to compromise their impartiality and independence in the context of the procurement procedure."* The purpose of this provision is to avoid any distortion of competition and to guarantee transparency in the procedure and ensure equal treatment of all candidates and bidders.
3. That Section 3 of the One Hundred and Twelfth Additional Provision of Law 31/2022, of 23 December, on the General State Budget for 2023, establishes that: *"The systematic and automated analysis of the risk of conflict of interest applies to public employees and other personnel serving decision-making, executing, and instrumental entities who participate, either individually or as members of collegiate bodies, in the procedures described for awarding contracts or granting subsidies."*
4. That Section 4 of the aforementioned One Hundred and Twelfth Additional Provision establishes that:
 - *"Through the IT tool, possible family relationships or direct or indirect corporate links in which a personal or economic interest that could cause a conflict of interest may arise will be analysed between the persons referred to in the previous paragraph and the participants in each procedure."*
 - *"For the identification of these relationships or links, the tool will include, among other data, the beneficial ownership information of legal entities referred to in Article 22.2.d).iii) of Regulation (EU) 241/2021 of 12 February, based on the databases of the State Tax Administration Agency and the obtained data from Registrars."*

Two - That, at the time of signing this declaration and based on the information available to them, they are not involved in any situation that could be classified as a conflict of interest under the terms established in



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section four of the One Hundred and Twelfth Additional Provision, which could affect the tendering procedure or the awarding of grants.

Three - That they commit to promptly informing the contracting authority, evaluation committee, or panel of any conflict of interest that may arise or become known at any time during the ongoing procedure.

Four - I acknowledge that a declaration of absence of conflict of interest proven to be false will entail the disciplinary, administrative, or judicial consequences established by the applicable regulations.

And for the record, I hereby sign this declaration

(date, signature, full name and ID no.)