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**Tender specifications
for the restricted project
tender, involving a panel,
for the preparation
services of the project for
the new building of the
Vall d'Hebron University
Hospital Foundation -
Research Institute (VHIR),
as well as for a redesign
proposal for the Vall d'Hebron
Hospital Campus, integrating
the VHIR building.**

Tender specifications for the restricted project tender, involving a panel, for the preparation services of the project for the new building of the Vall d'Hebron University Hospital foundation – research institute (VHIR), as well as for a redesign proposal for the Vall d'Hebron Campus, integrating the VHIR building.

2016-026 project tender for the new VHIR Building (with underground car park) and HUVH Campus proposal.

CONTRACT TABLE OF CHARACTERISTICS

This building is co-financed by the European Regional Development Fund (ERDF) within the framework of the ERDF Operational Programme for Catalonia 2014 – 2020. Growth and employment investment goal”.

A. Body issuing the call for tenders: Vall d'Hebron University Hospital Foundation – Research Institute (VHIR).

B. Purpose of these Tender Specifications: The purpose of the competition is to select ideas for the further development of the architectural project for the construction of the new VHIR (Vall d'Hebron Institut de Recerca) building planned at the Vall d'Hebron Campus.

The winner of the competition will be entitled to the order of the preliminary draft, in accordance with the procedure laid down in the tender, as well as the possibility of commissioning the project, in whole or in phases, and the direction of the subsequent work.

The call for tenders also involves a proposal for the redesign of the Vall d'Hebron Campus, integrating the VHIR building, although said proposal shall not be included in the purpose of future contracts.

C. Estimated value of the contract: €2,528,880 (excluding VAT), itemised as follows:

C.1. Preliminary design of the VHIR building	€179,000 (excluding VAT)
	Total: €179,000 (excluding VAT).

Further development (VHIR building)¹

C.2. Basic project	€324,400 (excluding VAT)
C.3. Environmental permit	€74,018 (excluding VAT)
C.4. Health and safety analysis	€126,400 (excluding VAT)
C.5. Environmental report	€74,018 (excluding VAT)
C.6. Executive project on installations and energy certification	€706,680 (excluding VAT)
C.7. Construction management and liquidation (*)	€636,264 (excluding VAT)
Total: €1,941,880 (excluding VAT).	

**The amount of €636,264 pertaining to "Construction management and liquidation" is connected with the third phase of construction of the building. Nonetheless, given that the building will be built in 3 phases, payments will be fractioned in accordance with each phase executed.*

Awards, rewards and special mention

C8. First prize	€40,000² (excluding VAT) <i>[This amount of €40,000 was not taken into account when calculating the estimated value of the contract, given that it will be included in the cost of the preliminary project]</i>
C9. Awards for selected unsuccessful tenderers (up to 4 tenderers)	€80,000 (€20,000 for each selected participant having provided a proposal meeting the tender specifications).
C.10. "Special mentions"	An additional €10,000 shall be granted in addition to the reward detailed in section C9. [Total: €30,000] <i>(in reference to selected participants who are not awarded the tender regarding the proposal for the redesign of the Campus but having obtained the best score, in accordance with Annex 5B, and whenever said awardee is not the same as the tenderer having won the first prize of the call for tenders)</i>
Total rewards and special mention: €130,000 (excluding VAT).	

¹ In accordance with the provisions of Article 174 d) of the New Spanish Public Procurement Act (TRLCSP) and Article 32.4 of Directive 2014/24/UE of the European Parliament and Council, dated 26 February 2014, on Public Procurement, the Procurement body, as deemed necessary, may allocate the services connected with sections C2, C3, C4, C5, C6 and C7 to the successful tenderer via an unpublicised negotiated procedure.

² This amount is linked to the total full amount of the project for the preparation of the preliminary project that is the purpose of this call for tenders.

Note: The executive project for the new Building of the VHIR must be certified by the USGBC (US Green Building Council) with a PLATINUM LEED (Leadership in Energy & Environmental Design).

Changes

C.11. Changes	€318,000
	Total changes: €318,000

D. Tender budget: €259,000 (excluding VAT).

This budget includes rewards for participation and the cost for the award of the service contract for the preparation of the preliminary project of the new building of the Vall d'Hebron University Hospital Foundation, and is itemised as follows:

- Rewards for participation (Phase 2 participants not having been awarded the contract; up to 4): €20,000 (excluding VAT) per participant, amounting to a total of **€80,000** (excluding VAT).
- Preliminary project preparation tasks: **€179,000** (excluding VAT).

Prize for the awarded participant: €40,000 (excluding VAT) and preparation of the preliminary project.

The amount of €40,000 is linked to the total amount of the project for the preparation of the preliminary project that is the purpose of this call for tenders.

E.- Processing, procedure and awarding method:

- Processing: STANDARD PROCESSING PROCEDURE.
- Procedure: RESTRICTED and Standardised.

F.- EXECUTION PERIOD FOR THE SERVICE CONTRACTS:

The duration of the works is to be provided as detailed below:

TASKS	DEADLINE
F1. Preliminary project	10 weeks
F2 Basic project	20 weeks
F3. Environmental permit	
F4. Health and safety analysis	
F5. Environmental Report	
F6. Executive Project on Installations and Energy Certification	
F.7. Construction management and settlement	Completion time

Given the nature of the contract, execution periods cannot be consecutive. This shall not incur any additional costs for the VHIR.

G. Consignments: NO. This project may not be divided into separate consignments, as the purpose of the call for tenders is the preparation of the preliminary project and the development of the new VHIR building, as well as the redesign proposal for the HUVH campus into which the building will be integrated. Therefore, this contract cannot be divided into sub-projects.

H. Period evaluation: NO.

I. Provisional guarantee: NOT applicable.

J. Definitive guarantee: 5% of the amount of the contract, excluding VAT.

K. Guarantee period: 1 year since the completion of the works.

L. Admissibility of variations and improvements: No.

M. Price Review: No.

N. Capacity and solvency: Refer to clauses 9 and 11 of these Tender Specifications.

O. Submission of participation applications and appended documentation. Envelope 1 and envelope 2 (Phase 1).

Location: Vall d'Hebron University Hospital Foundation – Research Institute (VHIR)

Passeig Vall d'Hebron 119-129. 08035-Barcelona

Edifici Mediterrània – 2^a planta

Tenders and Procurement Unit

Date: 4th January 2017 - Time: Starting from 1 pm

P.- Opening of envelope no. 2 of phase 1, containing the information on technical and professional solvency to be assessed during the selection process.

Location: Vall d'Hebron University Hospital Foundation – Research Institute (VHIR)

Passeig Vall d'Hebron 119-129. 08035-Barcelona

Edifici Mediterrània – 2^a planta

Tenders and Procurement Unit

Date: 20th January 2017 - Time: 9:00 am

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Q.- Submission of graphic proposals and anonymous technical documentation (envelope no. 3) and envelopes containing participants' identities (envelope no. 4):

Location: Vall d'Hebron University Hospital Foundation – Research Institute (VHIR)

Passeig Vall d'Hebron 119-129. 08035-Barcelona

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Tenders and Procurement Unit

Date and time: The 5 selected participants will be notified concerning this information.

The 5 selected participants will be notified that they will be participating in the second phase by means of a letter of invitation. Said letter of invitation will also detail a date and time for the participants to visit the Campus.

R. - Opening of graphic proposals and anonymous technical documentation (envelope no. 3):

Location: Vall d'Hebron University Hospital Foundation – Research Institute (VHIR).

Passeig Vall d'Hebron 119-129. 08035-Barcelona

Edifici Mediterrània – 2^a planta

Tenders and Procurement Unit

Date and time: the 5 selected participants will be informed via the contracting party's profile.

S. Opening of the envelopes containing participants' identities (envelope no. 4):

Location: Vall d'Hebron University Hospital Foundation – Research Institute (VHIR)

Passeig Vall d'Hebron 119-129. 08035-Barcelona

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Tenders and Procurement Unit

Date and time: the selected participants will be informed via the contracting party's profile.

T.- Advertising expenses: Up to €2,000.00, to be borne by the successful tenderer.

U.- Attainment of documentation and information:

Attainment of documentation:

- Via the "Procurement" application on the Vall d'Hebron University Hospital – Research Institute website (www.vhir.org).
- Via the public procurement website of the Government of Catalonia.
- Via the EUOJ website.

For all documentation and application requests, as well as requests for additional information:

Telephone: +(34) 93.489.44.59 / +(34) 93.489.41.01

Fax: +(34) 93.489.41.02

Address: Passeig Vall d'Hebron 119-129. 08035-Barcelona

Edifici Mediterrània – 2^a planta

Tenders and Procurement Unit

Contact person: Ms. Clara Fornells

Email: clara.fornells@vhir.org / contractacio.publica@vhir.org

Period for obtaining additional documentation and information: 2 days before the deadline to submit tenders.

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CLAUSE 1. Purpose and legal framework governing the contract.

The purpose of these Administrative Tender Specifications is to establish the conditions that will govern the organisation, on the part of the Vall d'Hebron University Hospital – Research Institute (hereinafter, “VHIR”), of the restricted Project Tender, in terms of choosing a winner, awarded by a panel. The purpose of this process is to select the ideal proposal, in accordance with the criteria established in these tender specifications, whose author is to be awarded the service contract for the preparation of the preliminary project. It also potentially aims to award the contract for subsequent service contracts for the new building of the Vall d'Hebron University Hospital – Research Institute provided for in sections C2 and C7 of the Table of Characteristics, as well as for a redesign proposal concerning the outdoor areas of the HUVH Campus, which the new VHIR building will be integrated into.

The VHIR, which is in charge of organising this Call for Tenders and the award of the corresponding contract, is subject to the provisions of the New Spanish Public Procurement Act (TRLCSP) concerning contract preparation, contractor selection and contract awarding, applicable thereto as a non-public contracting authority in charge of a standardised procurement process.

Regarding the execution and termination of this contract (proceedings, fulfilment and termination), it is subject to private law and governed by these Tender Specifications, as well as by the contract and the technical documentation appended to this document or notified to the selected participants. Regarding unforeseen circumstances, they shall be regulated by applicable civil and commercial laws, excluding any changes, which will be subject to the provisions of Chapter 5 of the New Spanish Procurement Public Act. This contract shall be legally deemed as a private contract.

For all disagreements resulting from the interpretation, application, fulfilment or termination of this Contract, and in accordance with the provisions of Article 21.3 of the New Spanish Public Procurement Act, the parties hereto shall submit to the civil jurisdiction of the courts of the city of Barcelona, renouncing any other jurisdiction that may have been applicable.

Said judicial and administrative authority shall be empowered to resolve all matters resulting from the preparation and awarding of the contract that is the purpose of this call for tenders, as well as any appeals made against the legal resolutions ruled by the authority in charge of resolving special procurement appeals, as provided for in the TRLCSP.

These Tender Specifications and their Annexes, as well as all other documents connected with this procurement process, are to be considered as contractual in

nature and legally binding. The contract shall be determined by the content of the Tender Specifications, whose clauses shall be considered an integral part of the contract.

The submission of an application involves unreserved acceptance, on the part of Tenderers, of these Tender Specifications and all documentation comprising this procurement procedure, without exceptions or reservations.

All interpretations of the contract, including discrepancies involving its application, will take into account, first of all, these Tender and Technical specifications, which shall prevail over any other regulations.

Lack of knowledge concerning the conditions of any document connected with and bound by the contract shall not absolve the tenderer from their obligation to comply.

Participation in Phase 1 of the call for tenders shall require submission of an application request, as well as all other documents detailed in these Tender Specifications regarding Phase 1.

Selected participants (competitors) for proposal submission (Phase 2) must take into consideration that **Phase 2 is governed by a principle of anonymity**. Thus, technical proposals must ensure compliance with the required conditions of anonymity, meaning that no information of any kind that may allow the participant to be identified (address, telephone number, e-mail address, signatures name, etc.) may appear on the exterior of the envelopes nor in the technical proposal. Therefore, the condition of anonymity of any participant or competitor shall be deemed as breached should they reveal their identity by any means (including social networks) before the Panel's decision is made public.

All breaches in anonymity will automatically entail the dismissal of the applicant from this procedure, which shall continue while considering the remaining proposals.

CLAUSE 2. Service contracts stemming from this project tender.

Successful tenders will be awarded the preparation of the preliminary project for the new building of the Vall d'Hebron University Hospital Foundation – Research Institute (VHIR), in accordance with the provisions established in these Tender Specifications, in the Technical documentation and in the standard contract.

Nonetheless, if deemed appropriate by the VHIR, the winner of this call for tenders may be awarded, in succession (partial or entirely), via the negotiated procedure and in accordance with the provisions of Article 174.d of the TRLCSP, where appropriate, the

services contract involving the other projects described in sections C2 and C7 of the "Summary of characteristics" table included in these Tender specifications, and exclusively in connection with the new Building of the VHIR.

This possibility does not grant the winner any right to be awarded the aforementioned services, but is purely an option that the procuring organisation reserves in the event of being commissioned with developing said specific project.

Regarding the proposal for the redesign of the outdoor spaces comprising the HUVH, which the new VHIR building will be integrated into, it must be said that these Tender Specifications do not provide for the award for the commissioning of the preparation of the preliminary project, nor for potential subsequent awards, to the winner of the call for tenders, of successive service contracts detailed in the table of characteristics (sections C2 and C7).

CLAUSE 3. Estimated amount and tender budget.

The estimated value of the contract is **€2,528,880** (excluding VAT). For the purposes of its calculation, the provisions of Article 88.1 of the TRLCSP have been taken into account. Said amount is the total of the checksum of the tender budget (awards, rewards and costs corresponding to the preparation of the preliminary project), as well as the service contracts that may be awarded to the winner (provided for in sections C2 and C7 of the table of characteristics of these Tender Specifications), the special mention and any changes.

The estimated tender budget for the project's execution is **€259,000** (excluding VAT), which amounts to the checksum of the rewards for participation for selected participants, the prize for the winning party (an amount taken into account in the tender award cost) and the amount allocated to the services contract, for the preparation of the preliminary project regarding the new VHIR building (to which the VAT incurred by the VHIR must be added).

It must be stressed that an additional €10,000 may be added to the aforementioned amount should there be a "Special Mention", as detailed in the table of characteristics and as shall be further detailed in Clause 9.

Said scenario includes all expense valuation factors that, in accordance with the contractual documents and current laws, are at the expense of the successful tenderer, as well as any taxes, of any kind, excluding VAT.

The amount of the contract shall be that of the award, with the addition of the corresponding VAT, which must be detailed as a separate spending item. The cost of the contract shall include all other applicable taxes, tributes and fees of any kind, as

well as all expenses incurred by the contractor as a result of its compliance with the obligations provided for in these Tender Specifications.

The price of the contract shall be established as turnkey or “lump sum”. It will therefore be established as a closed price, that is, the awarded amount shall remain invariable and any changes resulting from deficiencies or omissions connected with the project shall not be payable.

Likewise, the price of the contract shall not be subject to revision, notwithstanding the provisions of these Tender Specifications and the Contract, with regard to changes.

It is hereby stated that the contracting party has sufficient credit to meet the economic obligations connected with the fulfilment of these Tender Specifications and until its termination.

It must be stressed that the budget for the redesign of the HUVH Campus is not included in the tender budget nor in the estimated value of the contract, given that the VHIR shall only procure the idea, without said action involving the award of any kind of contract to the successful tenderer, with regard to the Campus.

CLAUSE 4. Contractual period and place of delivery.

The period established to carry out the task of preparing the preliminary project that is the purpose of this procurement process is established in section F of the Table of Characteristics.

The completion period for these tasks shall begin on the same day that the corresponding contract is formalised.

The successful tenderer shall be under the obligation of submitting the project at the VHIR's offices, at the address included in the Table of Characteristics.

CLAUSE 5.- Contract file, contract award procedure and documentation that will be provided to tenderers.

Award procedure: The contract for the services that are the subject of these Tender Specifications shall be awarded by the VHIR's procurement body, to the winner of the call for tenders, taking into account the particular provisions applicable to project tenders (Articles 184 et seq of the TRLCSP), in accordance with Article 162 et seq (restricted procedure) and Article 190 of the TRLCSP, in addition to the provisions of these Tender Specifications.

The Panel shall reach its rulings independently, thus selecting the anonymous proposal with the highest score, based on the award criteria established in Annex 5 of the Tender Specifications.

The contracting body shall award the contract, which must be duly justified if it does not correspond with the Panel's proposal.

Administrative requirements: The requirements that the VHIR intends to meet by means of this contract are detailed below: Services connected with the preparation of a preliminary project, and potential award of subsequent services involving the construction of the new VHIR building, which shall include an underground car park, as well as a proposal for the redesign of the outdoor spaces of the HUVH Campus.

Documentation that shall be provided to tenderers: Starting on the date when the call for tenders is issued, interested companies may obtain the pertinent documentation via the Contracting party Profile located within the Contractor Platform of the Government of Catalonia: https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/cap.pscp?department=&eqCode=viewDetail&keyword=VALL&idCap=7704990&ambit=1&, as well as on the websites of the VHIR and the EUOJ.

This documentation includes the following documents:

- Invitation to tender.
- Tender and technical specifications, as well as all pertinent supplementary documentation.
- These Administrative Tender Specifications.
- Standard contract.

Phase 1 participants having been selected to submit their proposal for Phase 2 may be issued additional/complementary documentation deemed necessary for the preparation of their proposal.

For the purpose of preparing their technical proposal, participants/competitors selected for Phase 2 shall be notified of the pertinent documentation in the **Letter of Invitation**. **Said letter shall specify a date and time for participants to visit the Campus; this visit will not be mandatory, yet it is advisable.**

Notifications and information exchanges with participants and competitors may be carried out via post or electronic or telematic means allowing evidence of the processing and reception of notifications, the dates when they were communicated and the full contents of said messages, reliably identifying the sender and recipient. Certification involving both parties will be incorporated into the pertinent files.

The contracting body may specifically use the aforementioned means to amend or correct any defects or omissions regarding the documentation issues to applicants and participants. Likewise, they may be used to request clarification concerning certificates or documents on the part of tenderers, as well as to convey requests concerning additional documentation.

Procurement manager: Ms. Lluïsa Sarrias Pedemonte, General Services Director of Vall d'Hebron University Hospital, has been appointed as Procurement Manager, and is therefore in charge of supervising the execution and taking the necessary measures to ensure that the agreed provisions are appropriately carried out, on the basis of the powers bestowed upon her.

CLAUSE 6. Advertising of tenders.

This procurement procedure, which is subject to standardised regulations, shall be published via an announcement in the Official Journal of the European Union (OJEU), within the Government of Catalonia's Procurement Platform, which details the VHIR's Procurement Profile as well as its website.

The announcement published with the Procurement Platform shall include the date when it was issued to the OJEU.

CLAUSE 7. Procedural phases.

Invitation to tender: participation applications.

The period for submitting applications for this call for tenders shall be no less than **thirty-seven (37) days** from the date when the announcement is issued to the OJEU.

In accordance with the provisions of Article 163.2 of the TRLCSP, the number of petitioners invited to participate in the call for tenders shall be limited to **5**, after having applied the selection criteria established in Annex 4 of the Tender Specifications, where possible.

Consequently, the procedure shall be divided into **two phases**:

I.- Preliminary candidate selection process (Phase 1): Among the valid and accepted applicants participating in the procedure, the procurement body, based on the Panel's proposal, shall **select 5 candidates according to the criteria detailed in Annex 4**, where possible. Once said group of candidates has been established, the procurement body shall invite the accepted candidates, in writing, so that they may submit their proposals

within the pre-established period, which shall be of at least sixty (60) calendar days.

Should the number of candidates who meet the criteria be less than 5, the procurement body may, if deemed necessary, proceed with the process taking into account the candidates who meet the established requirements, even if there are less than 5 of them, which does not involve extra openings for companies or entrepreneurs who had not previously applied for the call for tenders or who did not meet its requirements.

II.- Call for tenders award process (Phase 2): Invited candidates are to present their proposals in accordance with the channels legally established in clause 13 of these Tender Specifications. Once the proposals have been submitted, the Panel will evaluate and classify them, taking into account the evaluation criteria established in these Tender Specifications, and will subsequently submit their report and verdict to the procurement body. Once the Panel's report decision and verdict have been issued, the VHIR's Procurement Body will award the contract that is the purpose of these Tender Specifications (for the preliminary project), which shall then be duly justified if it does not coincide with the Panel's proposal.

CLAUSE 8. Rewards for finalist participants not having won the Call for tenders.

Once the procedural award has been firmly determined, participants having been invited to the award phase (Phase 2), who have not been awarded the Project Tender and who dutifully submitted technical proposals that complied with the requirements established in these Tender Specifications, will be awarded with an amount of €20,000 each, as a reward for participating and as compensation for their production costs.

Phase 2 (award) participants shall not receive any other amounts in addition to what has been established in the previous section.

Participants, excluding the successful tenderer, having been invited to the second phase and having submitted technical proposals meeting the requirements established in these Tender Specifications, shall submit their invoice to the VHIR, in accordance with the provisions of the previous section.

Once an invoice has been received, it will be reviewed and validated by the applicable services of the VHIR, in a period not exceeding 10 calendar days. In the event of disagreement, the submitted invoices will be returned and the issuing party will be granted three business days, starting from the day ensuing its reception, to make the pertinent changes or issue a new invoice taking into account the appropriate changes.

CLAUSE 9.- Special mention for the best redesign proposal regarding the outdoor spaces of the Vall d'Hebron University Campus.

The Panel shall have the authority to award a “*Special Mention*” in the event that any of the redesign proposals for the outdoor spaces of the Vall d'Hebron Hospital Campus stands out as a result of its uniqueness or excellence.

Likewise, the participant who obtains the “*Special Mention*” will be awarded an amount of €20,000, as will the other 4 finalists not having been awarded the contract, plus an extra 50% of said €20,000 (that is, an additional €10,000), amounting to **€30,000**, without this meaning that they have been awarded the contract for this call for tenders.

If the first prize and the Special Mention are awarded to the same participant, said participant will not receive the additional amount corresponding to the Special Mention (that is, the additional €10,000).

Thus, as established in clauses 23, 24 and 25, the participant receiving the “*Special Mention*” shall undertake to voluntarily relinquish, in favour of the VHIR, the exploitation rights (property rights) concerning the idea for the Campus redesign, as detailed in the aforementioned clauses.

CLAUSE 10. Tenderers' capacity and solvency conditions.

This call for tenders is open to natural or legal person, either Spanish or foreigners, legally enabled to act in accordance with Article 54 of the TRLCSP, and who are not affected by any of the procurement proscriptions provided for in Article 60 of the aforementioned Law, and who are able to certify that they possess the sufficient economic, financial, technical or professional solvency required by Clause 11 of these Tender Specifications.

Legal person may only be awarded contracts whose features are encompassed within the ends, goals or scope of activity corresponding to them on the basis of their founding rules or bylaws.

In accordance with Article 63 of the TRLCSP, solvency may be certified via the solvency or other means of third parties, regardless of the legal nature of the existing links, so long as it can be proven that said means are effectively available for the execution of the contract that is the purpose of this call for tenders.

Foreign companies not belonging to the EU must meet, in addition to the aforementioned, the requirements of Article 55 of the TRLCSP.

The VHIR may contract **groups or associations of entrepreneurs** temporarily established to this effect. Said participation is to be materialised, during the tender stage, via the submission of a private document expressing the will to participate jointly, detailing the names and circumstances of the association, the participation of each member and the appointment of a single representative or attorney in fact possessing sufficient powers to exercise the rights and meet the obligations stemming from the contract and until its termination, notwithstanding the existence of joint authority in other aspects, while also committing to formally establish the association in the event that it is awarded the contract. Said formalisation, via public deed, will not be required unless the aforementioned party is awarded the contract. Joint ventures and corporate associations will have to certify their capacity and solvency, or the classification required by these Tender Specifications, in accordance with current regulations and legal provisions. These businesses will nonetheless be jointly and severally bound to the VHIR.

Companies having participated in the preparation of technical specifications or preliminary documentation connected with this contract may not apply for the call for tenders whenever said participation could potentially incur restrictions in free concurrence or entail a privilege with respect to other tendering companies, as detailed in Article 56.1 of the TRLCSP.

CLAUSE 11. Period and presentation format for participation applications for Phase 1 (selection).

1. Participation applications and technical solvency documentation must be submitted physically at the VHIR's offices, or sent via post within the established period.

Applications must be submitted within the periods established in the announcement for the call for participation of this tender, within the VHIR's profile.

Participation applications and technical documentation must include all of the documentation required in the Tender Specifications and must be submitted in accordance with the provisions of said specifications.

Participation applications submitted outside the time limit published in the announcements shall not be accepted under any circumstance.

All participants must include, when submitting their applications, an address, telephone number, fax, e-mail address and contact person for notification purposes and general relations connected with this procedure or linked in any way with the tenderer.

For applications submitted by post, within the established time limit, applicants must be able to justify that the time and date when the expedition was processed were, at the very latest, within the limits established in the announcement published by the VHIR, and notify the latter at the address detailed in the Table of Characteristics. Applications and documentation submitted via e-mail shall only be valid if there is evidence of the transmission and reception, including the data and full contents of the communications and if the sender and recipient can be positively identified. If both of these requirements are not met, the proposal shall not be accepted if it is received by the VHIR after the date detailed in the announcements. Proposals sent by post to the VHIR that have not been received 10 calendar days after the deadline for application submissions will not be accepted under any circumstance.

Participation applications must be valid for six (6) months from the start of the call for tenders.

Tenderers may only submit one application. Tenderers may not submit joint applications in association with other tenders if they have already applied on an individual basis, nor can they be listed on more than one joint application. All infringements connected with the provisions of the previous paragraph shall automatically rule out all of that participant's applications.

E-mail shall be the established form of communication with tenderers. Consequently, it is indispensable to provide an e-mail address so that the pertinent communication can take place.

CLAUSE 12. Requirements and contents involving the documentation to be submitted (Phase 1).

Participation applications shall be comprised of two (2) envelopes.

Envelopes no. 1 and no. 2 must be closed and include, on the exterior of the envelope, the procurement procedure that the application is intended for, alongside the applying company/business person's address, telephone number, e-mail address and signature of the applicant or representative.

The application content must be included, inside the closed envelope and on a separate, numbered sheet of paper. One of the envelopes must contain the documents certifying the applicant's legal personality and procurement capacity (envelope no. 1), and the other (envelope no. 2) must comprise the documentation connected with technical solvency, which shall be evaluated in accordance with these Tender Specifications, presented as detailed in the terms and requirements of these Tender

Specifications.

Applicants may submit the required documentation, when it must be notarised, in accordance with the requirements established by Notary Regulations, in terms of legalisation and legitimacy. Administrative documents may be submitted in the form of original documents or duly certified copies.

Applications which are machine-typed or use other mechanical or computerised methods are accepted. Hand-written and incomplete, incorrect or corrected applications that hamper the accurate conditions required to appropriately evaluate the application and technical documentation will not be accepted.

All documents submitted must be translated into Catalan, Spanish or English.

Applications from persons affected by any of the circumstances provided for in Article 60 of the TRLCSP, thus prohibiting them from participating in procurement processes, will not be accepted.

Envelope no. 1 (sealed)

Title: **GENERAL DOCUMENTATION-** (Name of the Call for Tenders and applicant's information)

Contents:

OPTION 1:

12. 1. European Single Procurement Document (ESPD).

A. European Single Procurement Document (ESPD):

The Vall d'Hebron Research Institute (VHIR) will accept, as preliminary proof of compliance with the legally established conditions for public procurement, as well as with the capacity and solvency requirements established in these tender specifications, the European Single Procurement Document (ESPD), duly filled out and updated. The model Document can be downloaded from the following address:

http://www10.gencat.net/ecofin_jcca/ni/docs/DEUC-cat.pdf

For the purpose of filling out the ESPD it is advisable to follow the instructions established in the *"Resolution of 6 April 2016, by the General Directorate for State Assets, approving the Recommendation made by the Administrative Procurement Advisory Board on the use of the European Single Procurement Document, prior to the new Public Procurement Directive"*.

Tenderers who, in compliance with Article 63 of the New Spanish Public Procurement Act (TRLCSP), certify their own solvency on the basis of the solvency and means of other organisations, must include the pertinent information concerning said organisation in the ESPD.

IMPORTANT: On the request of the VHIR, which may be made at any time during the processing of the tender procedure, tenderers will have to provide documentation proving their capacity, ability and solvency within 5 calendar days.

Failure to provide said documentation within the time requested by the VHIR, or should the documentation fail to certify that the tenderer meets all of the capacity, ability and solvency requirements established by the VHIR, shall be a valid basis for exclusion from the procurement procedure.

Particularities concerning temporary joint ventures and business associations:

As has already been stated, tenders may be presented by joint ventures or groups of companies established for that purpose, not requiring said association to be formalised by a public deed until requested by the VHIR.

These companies will nonetheless be jointly bound to the VHIR. In such instances, both in the case of natural persons and of legal entities, each of the members or organisations comprising them will be required to certify their legal personality, capacity, representation and solvency, in accordance with the provisions of these tender specifications. This can be done by submitting the standardised ESPD form.

Likewise, supporting documentation must be submitted regarding the appointment of a representative or sole attorney in fact holding sufficient powers to exercise the rights and meet the obligations arising from the contract and until its expiration. Supporting documents must also be submitted detailing the names and circumstances of the businesses entering into the contract, as well as their respective stakes and commitment to formally establish as a temporary joint venture, should they be awarded the contract. The provisional Tax ID Number assigned by the competent Authority.

Solely in the event that the joint venture wins the tender, it will be under the obligation of certifying its incorporation into public deeds and providing the definitive Tax ID Number assigned to it. Should a provisional guarantee be required, one or more of the companies participating in the joint venture may set up the guarantee, so long as its totality meets the amount established in these tender specifications. In either instance, this/these guarantee(s) must jointly ensure the companies comprising the Joint venture.

Tenderers belonging to a temporary group of companies or joint venture may not apply individually, that is, separately from the joint venture, nor belong to more than one joint venture or group of companies.

B. Contractual documentation:

Statement of acceptance, on the part of the tenderer, regarding the contractual nature of the documentation comprising this tender, based on the model included in **ANNEX No. 3** of these Tender Specifications.

C. Corporate group affidavit:

For the purpose of determining the abnormal or disproportionate nature of tenderers' proposals, they must therefore submit an affidavit stating whether they belong to a group of companies and if so, list the companies belonging to said group of companies and whether any of them are also applying for this tender. Companies shall be considered as belonging to a corporate group when they meet any of the scenarios established in Article 42.1 of the Commercial Code.

D. Jurisdiction applicable to foreign companies:

Foreign companies will have to present an affidavit stating that they submit to the jurisdiction of Spanish courts, of any order, for all incidents stemming direct or indirectly from the contract, renouncing, where applicable, the foreign jurisdiction that may have otherwise corresponded to the tenderer, notwithstanding the submission to arbitration provided for in the standard contract.

E. Letter of acceptance by the Architect or certified authority:

Signed statement wherein the Architect or certified professional or foreign equivalent expresses her/his conformity and willingness to serve as project designer. Said document must include the person's identity (Name, surname(s) and Tax ID Number).

F. The following energy efficiency certificates:

- Quality management certificate ISO:9001
- Environmental management certificate 14001

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OPTION 2:

NOTE: Tenderers who choose not to submit the ESPD provided for in section 12.1 must include in envelop no. 1 the documentation detailed below (sections 12.2 and 12.3).

12.2. Supporting documentation on the legal personality, capacity, suitability and solvency of the applicant.

A. Supporting documentation on the legal personality and capacity of the tenderer:

- Natural persons (individual entrepreneurs and professionals) are required to present their national identification card (DNI) or equivalent document, as well as their Tax ID Number (NIF), should it not be specified on their National ID card.
-
- Legal entities shall be required to present their VAT number and articles of association or modification, where applicable, duly registered in the Companies Register, and/or registration in any other pertinent business or professional registers, whenever said requirement is a requisite in accordance with applicable law. Whenever this registration is not required, the aforementioned certification shall be carried out by submitting the documents of association, modifications, by-laws or founding document defining the regulations governing the company's activity, duly registered, where applicable, in the pertinent official Register.
- If the entrepreneur or businessperson is represented by an attorney in fact or the applicant is a legal entity, the following documentation is required:
 - 1.) The public document establishing the representative's power of attorney, duly registered in the corresponding public register.
An affidavit must be attached stating that the document establishing the power of attorney is in force and has not been revoked.
 - 2.) National ID and Tax ID Number of the representative and the signatory of the financial proposal.
- Certification that the tenderer's company purpose is aligned with the purpose of the contract. This shall be done by means of an affidavit, signed by the legal representative and specifically detailing the article of the company's bylaws where said fact is mentioned.

- Non-Spanish companies belonging to the European Union will be required to provide certification of the company's registration in official lists of authorised businesses established by Member States, or alternatively, EU classification certificates.
- The capacity to act of non-Spanish companies belonging to Members States of the European Union shall be certified by submitting their registration in the pertinent registers, in accordance with the laws of the state where they were established, or by issuing a sworn statement or other form of certification in accordance with applicable EU regulations and legal provisions.
- Foreign companies not included in the previous section will be required to present a reciprocity report issued by the Spanish Permanent Diplomatic Mission, as well as certification that they have a branch in Spain, including all pertinent details on the attorneys in fact or representatives handling their operations, as well as their registration in the Companies Register. Nonetheless, the aforementioned reciprocity report will not be required for contracts subject to harmonised regulation, involving companies belonging to signatory states of the World Trade Organisation Agreement on Government Procurement.
- The capacity to act of these foreign companies must be certified by means of a report from the Spanish Permanent Diplomatic Mission in the corresponding state or Consular Office within the territorial area where the company is registered, in accordance with the terms of section three of Article 72 of the New Spanish Public Procurement Act (TRL CSP).

B. Statement on instances of procurement inability or prohibition:

Certification that the tenderer is not subject to any circumstances incapacitating or prohibiting it from procuring in the public sector, in accordance with current laws. This certification may be provided via a judicial statement or an administrative certification, depending on the case. When said document cannot be issued by the pertinent competent authority, it may be replaced by an affidavit granted by an administrative authority, public notary or qualified professional body, in accordance with **ANNEX No. 1** of these tender specifications. Said statement must specifically mention the fact that the tenderer is up to date with the fiscal and Social Security obligations enforced by current legal provisions. If the tenderer is a company belonging to a Member State of the European Union and the aforementioned option is provided for in the legislation of the corresponding State, said certification may be replaced by an affidavit issued by a judicial authority.

C. Declaration of non-bankruptcy:

Tenderers must submit an affidavit based on the model found in **ANNEX No. 2** of these

Tender specifications, stating that they guarantee that they are not currently or at risk of imminently becoming insolvent; that they are not involved in any procedures involving bankruptcy, administrative receivership or corporate restructuring, be it public or private, connected with a scenario involving insolvency; that they have not requested a declaration of insolvency and are not aware that any such procedures have been requested by third parties or that any requests of that nature may be imminent; that they have not notified the Mercantile Court that negotiations governed by Article 5 bis of the Bankruptcy Act have been initiated.

D. Concerning temporary joint ventures or business associations:

Each of the members comprising the joint venture must independently certify their legal personality, capacity, representation and solvency. These companies will nonetheless be jointly bound to the VHIR.

E. Contractual documentation:

Statement of acceptance, on the part of the tenderer, regarding the contractual nature of the documentation comprising this tender, based on the model included in **ANNEX No. 3** of these Tender Specifications.

F. Corporate group affidavit:

For the purpose of determining the abnormal or disproportionate nature of tenderers' proposals, they must therefore submit an affidavit stating whether they belong to a group of companies and if so, list the companies belonging to said group of companies and whether any of them are also applying for this tender. Companies shall be considered as belonging to a corporate group when they meet any of the scenarios established in Article 42.1 of the Commercial Code.

G. Jurisdiction applicable to foreign companies:

Foreign companies will have to present an affidavit stating that they submit to the jurisdiction of Spanish courts, of any order, for all incidents stemming direct or indirectly from the contract, renouncing, where applicable, the foreign jurisdiction that may have otherwise corresponded to the tenderer, notwithstanding the submission to arbitration provided for in the standard contract.

H. Letter of acceptance by the Architect or certified authority:

Signed statement wherein the Architect or certified professional or foreign equivalent expresses her/his conformity and willingness to serve as project designer. Said document must include the person's identity (Name, surname(s) and Tax ID Number).

I. The following energy efficiency certificates:

- Quality management certificate ISO:9001
- Environmental management certificate 14001

12.3. Documents certifying the economic, financial, technical and professional solvency of the applying company/entrepreneur, corresponding with the purpose of the contract.

- Economic and financial solvency shall be certified as follows:
 - Submit the company's overall turnover, including all services provided by the company over the previous three (3) financial years.
The company must be able to justify a turnover, over the previous three (3) years, of at least **€2,000,000**.

In the case of joints ventures or groups of companies, the total turnover of all members comprising them will be taken into account. Moreover, tenderers will be allowed to base their solvency and means on other entities, regardless of the legal nature of their links, so long as they are able to prove that said means are effectively available for the performance of the contract, in accordance with Article 63 of the New Spanish Public Procurement Act, thus enabling tenderers to account for the turnover of their collaborators so long as the latter have signed a collaboration commitment specifically referring to the project that is the purpose of this call for tenders.

The civil liability policy will only be required in the work subsequent to the preliminary design, which will be specified in the formalization of each contract signed, if appropriate, after the completion of the corresponding negotiated procedure.

- The technical or professional solvency to be accredited by applicants shall be certified by submitting the following documentation referring to the Director and team of collaborators:
 - Project team director: Certified professional³ (Senior architect or foreign equivalent) with at least 8 years of professional experience. Documentation certifying the person's qualification (degree, certificate from the corresponding Official Association, etc.), as well as a statement expressing that on the date of submission of the aforementioned documentation, they are not affected by any circumstances impeding them from exercising their profession (original document, certified copy,

³ Certified professional: Any degree legally allowing the person to perform the aforementioned tasks. The degrees listed above are included by way of example, but the certifications accepted are not limited to those listed.

certificate of membership issued by an official professional association or similar, or the foreign equivalent. Photocopies will not be accepted).

- Architect: Certified professional³ (Senior architect or foreign equivalent) with at least 8 years of professional experience. Architects will be required to certify that they have been in charge, as leading architects and planners, as well as members of the "Project team Director", of construction projects of at least 5,000 m² in size in the previous 8 years.

Provide any type of document certifying compliance with the aforementioned requirements (degree, certificate from the appropriate Official Professional Association, organisational chart from the professional cabinet for whom they work, certificate regarding their participation and responsibility in relevant projects, good performance certificates, collaboration commitment accepting to collaborate in accordance with their discipline, specifically mentioning the project and with whom they will be collaborating, alongside a statement expressing that at the date when said documentation was submitted, they are not affected by any circumstances impeding them from exercising their profession (original document, certified copy, certificate of membership issued by an official professional association or similar, photocopies will not be accepted, etc.).

- **Structural architect.** Commitment on the part of the offerer to appoint, should they win the tender, an authorised and certified consultant⁴ (Architect, Civil Engineer, Industrial Engineer, etc., or equivalent foreign degree), with at least 8 years of professional experience. The appointed professional will have to certify that they have prepared, in their capacity as structural specialists, a construction project no smaller than 5,000 m² in the course of the previous 8 years.

Provide documentation certifying compliance with the aforementioned requirements (degree, certificate from the corresponding Official Association, good performance certificates, collaboration commitment accepting to collaborate in their discipline, specifically stating the project and with whom they will be collaborating, statement expressing that at the date when said documentation was submitted, they are not affected by any circumstances impeding them from exercising their profession (original document, certified copy, certificate of membership issued by an official professional association or similar, photocopies will not be accepted, etc.).

⁴ Certified professional: Any degree legally allowing the person to perform the aforementioned tasks. The degrees listed above are included by way of example, but the certifications accepted are not limited to those listed.

- **Installation expert.** Commitment on the part of the offeror to appoint, should they win the tender, an authorized and certified consultant⁵ (Industrial Engineer, etc., or equivalent foreign degree), with at least 8 years of professional experience. The appointed professional will have to certify that they have prepared, in their capacity as an installation expert, an Executive Construction Project (ECP) with an execution budget (ECP excluding VAT) equal to or exceeding **€8,000,000**, excluding VAT, over the course of the previous **8 years**.

Provide documentation certifying compliance with the aforementioned requirements (degree, certificate from the corresponding Official Association, good performance certificates, collaboration commitment accepting to collaborate in their discipline, specifically stating the project and with whom they will be collaborating, statement expressing that at the date when said documentation was submitted, they are not affected by any circumstances impeding them from exercising their profession (original document, certified copy, certificate of membership issued by an official professional association or similar, photocopies will not be accepted, etc.).

- **Survey and budget advisor.** Commitment on the part of the offeror to appoint, should they win the tender, a certified professional³ (Architect, Technical Architect, etc., or equivalent foreign degree), with at least 8 years of professional experience. The appointed professional will have to certify that they have prepared, in their capacity as an expert in surveying and budgeting, a construction project whose execution budget (ECP excluding VAT) was equal to or exceeding **€8,000,000**, excluding VAT, over the course of the previous **8 years**.

Should the tenderer be awarded the contract, the aforementioned professional shall be required to provide documentation certifying compliance with the previously mentioned requirements (degree, certificate from the corresponding Official Professional Association, good performance certificates, collaboration commitment accepting to collaborate in their discipline, specifically stating the project and with whom they will be collaborating, statement expressing that at the date when said documentation was submitted, they are not affected by any circumstances impeding them from exercising their profession (original document, certified copy, certificate of membership issued by an official professional association or similar, photocopies will not be accepted, etc.).

⁵ *Certified professional: Any degree legally allowing the person to perform the aforementioned tasks. The degrees listed above are included by way of example, but the certifications accepted are not limited to those listed.*

etc.).

- **Technician for managing projects in a BIM environment. (BIM Manager).** Bidder's commitment to incorporating, in the event of being selected, a qualified person³ (Architect, Building Engineer, Certified BIM Manager, etc. or equivalent qualification from other countries) with professional experience with the BIM environment of no less than 2 years. He or she must provide proof of experience of participating, as a BIM model manager, in a building project with a budget (PEC without VAT) of no less than **5,000,000 €**, excluding VAT, in the last 3 years.

Should the successful bidder be required to present credentials for the complementary requirements mentioned previously (qualification, certificate from the corresponding College, characteristics of the model and LOD developed, completion certificates, commitment to collaboration with mention of the speciality, with explicit reference to the project and collaborators, statement that on the date of presentation of these documents there is no legal impediment to the exercise of the profession (original document, authorised copy, certificate from official college or similar body, photocopies will not be accepted)).

- **Technician on urban space design projects.** Commitment on the part of the tenderer, in the event of being selected, to incorporate or form an association with a qualified person³ (Architect, Building Engineer, Landscape Architect, etc. or equivalent in other countries) with no less than 8 years' professional experience. They will have to demonstrate having drawn up, as a specialist in urban planning, at least one project with the nature of a restructuring of outdoor spaces including different types of buildings with different functional and landscape mobility criteria in a delimited environment, with a budget for completion (PEC without VAT) no lower than **€2,000,000.00**, excluding VAT, in the last **8 years**.

Should the successful tenderer have to provide any credentials to prove the fulfilment of the requirements listed previously (qualification, certificate from the corresponding Professional Association, completion certificates, commitment to collaboration with mention of the speciality, with explicit reference to the project and collaborators, statement that on the date of presentation of these documents there is no legal impediment to the exercise of their profession (original document, authorised copy, certificate from official professional association or similar body, photocopies will not be accepted), etc.

- **Authorised technician for sustainable projects (LEED / BREAM).** Commitment on the part of the tenderer, if selected, to employ or form

association with a qualified LEED BD+C Professional Consultant with experience as LEED BD+C Certification Process Manager on at least 3 projects in the last 5 years. In the event of being selected, the tenderer must provide the LEED AP certificate, the identification numbers of the three certified projects and a description of its role in the certification process of these three projects.

In the case of external collaborations, they may sign more than one team commitment form and form part of more than one bidding team.

It should be noted that this proposed team shall coordinate with the VHIR experts at all times, and follow the instructions given by them.

ENVELOPE NUMBER 2 (SEALED).

Title: DOCUMENTS RELATED WITH THE TECHNICAL SOLVENCY OF THE PROJECT AUTHORS- (Title of the tender and details of the tenderer).

Content (See Annex number 4 of these tender specifications):

- A) For the features of the built projects included in the selection and in accordance with the indications of point 1 of Annex number 4 of these tender specifications (up to 60 points).
- B) Merits of the tenderer in accordance with the indications of point 2 of Annex number 4 of these tender specifications (up to 40 points).

All documents to be included in envelope number 2 must be signed by the tenderer.

The proposal must be submitted in accordance with the indications of Annex number 4 of these tender specifications. Tenderers are requested not to provide unnecessary or superfluous documents. Any document required to prove the execution of the works and their responsibility for them is not included in the limitations.

We recommend that written documents are submitted in accordance with sustainability criteria as far as possible (such as the use of recycled paper, printed on two sides, etc.) As regards graphic documents, we recommend using the best possible quality.

Elements to be assessed in the selection of participants for Phase 2 shall be those described in **Annex number 4**.

These documents must be fully supported by the tenderer in order to be taken into account. The tenderer shall likewise declare under his or her responsibility that all the data submitted is correct, and VHIR shall reserve the right to check this at any time. Any falsehood or inaccuracy in the data shall cause the application to be rejected, and all responsibility and compensation due as a consequence of this fact shall be requested.

CLAUSE 13.- Criteria and procedure for the selection phase (Phase 1).

Qualification of the general documents and technical solvency documents submitted in Phase 1 and selection of the tenderers to submit offers:

1. When the period for submitting participation applications is finished, the VHIR contracting organ shall proceed to validate the general documents contained in envelope number 1. Should material defects be detected in the documents, the applicant in question shall be notified by fax or email, with this notification entered on file, granting a period of no more than three (3) working days for correction. However, if the documents from an applicant contain defects or material absences that cannot be corrected, it shall not be admitted to the selection procedure, and shall be excluded by the Contracting body.

Defects such as the lack of the requirements demanded cannot be corrected, while the absence of accreditation of the same can be corrected.

The failure to present some of the items that must be included in the general documents for the tender (envelope number 1) shall be sufficient cause for exclusion, unless this absence can be corrected.

Tenderers who include defects that cannot be corrected, or who do not correct their defects in the allotted time shall not be admitted, and therefore excluded from the process.

2. Once the administrative documents contained in envelope number 1 have been opened on the date, time and in the place indicated in the announcement of the call for the present Tender process, or in the information published in the Contractor Profile of the body, envelope number 2 shall be opened in a public act, with the details of the information related with the result of opening envelope number 1.

Proposals submitted by businesses excluded from the present call for tenders shall be eliminated and the envelopes that contain them shall not be opened.

Before opening envelope 2, the tenderers present are invited to express any doubts

they may have or to demand explanations that they feel are due, with the appropriate clarifications and answers, but without VHIR being able to take possession of the documents that were not submitted during the period for applications, or the correction or modification of defects and omissions.

All actions carried out shall be noted and registered on the report that will be made.

3. The Panel of the present tender process is responsible for selecting the tenderers to pass to Phase 2.

The Panel shall study and assess the documents contained in envelope number 2 requesting any reports that they may deem necessary.

The base criteria on which the Panel will select the tenderers to be invited in the procedure shall be set out in **Annex number 4** of these tender specifications.

The Panel may demand further information from the tenderers that they feel is necessary for the purpose of understanding the documents provided in relation with envelopes numbered 2, which the tenderers must submit to the Panel in the period of time granted for this purpose, which may be no longer than 5 calendar days.

4. Once all the candidates have been assessed, only 5 proposals shall be selected, where possible. The proposals selected shall be the 5 with the highest scores among those whose results are above the minimum score.

Therefore, once the Panel has assessed the bids with the selection criteria, which should take no more than 2 months from the date of opening envelope number 2 (period which may be extended after notification through the Contractor Profile of the VHIR), the Panel shall propose the candidates (maximum of 5), who will be the tenderers who have obtained the best score, as well as passing the minimum score established for eligibility as candidates and shall therefore be invited to take part in Phase 2 of the present tender.

5. The Panel shall explain the selection of applicants to the contracting body as indicated in the previous point, so that the Contracting Body may proceed to declare, in view of the jury's decision, the corresponding resolution to invite the selected participants to PHASE 2 of the Tender.

6. The Contracting Body shall decide on the selection of the participants for PHASE 2, and explain their reasons if this is different from that of the Panel. The corresponding resolution is issued and the applicants notified, and is published in the VHIR Contractor Profile, followed by the formal invitation of the selected participants to present offers for PHASE 2 of the present tender based on the forms and documents demanded in these Specifications of Terms and Conditions and the invitation letter.

When the number of candidates who meet the selection criteria is less than 5, the contracting body may, if it considers justified, proceed with only the candidates that meet the conditions. Under no circumstances may it invite businesses that have not applied to take part in the process or candidates who do not meet the standards required in these tender specifications. Neither shall more than 5 participants be invited to take part.

CLAUSE 14.- Proposals of the finalists (Phase 2).

1. The applicants selected to receive the invitation to take part in PHASE 2 shall submit their proposals in the period indicated in the invitation **which shall be at least sixty (60) calendar days**, a period which may be reduced by five (5) calendar days in the event of access to the tender specifications and supplementary documents through electronic, computer or telematics media.

The applicants selected for PHASE 2 shall be invited in writing at the same time to present their proposals to take part in this phase.

Proposals submitted after the established period will not be accepted for any reason in any circumstances.

If the proposals are received by post within the ordained period, the tenderers must demonstrate the date and time when the material was submitted to the Post Office are at least those indicated in the invitation and notify VHIR by telegram, fax or email that VHIR has to receive on the same day. **Communications must be made under the name of the title with the condition that anonymity must be preserved, and the proposal rejected if this is not the case.** Communication by email will only be valid if there is evidence of the transmission and reception of the data and full content of the communications, and the sender and destination can be authenticated, without the identity of the tenderer being revealed. The proposal will not be admitted by the VHIR after the deadline indicated in the announcement. If the proposal sent by mail to VHIR has not arrived in the period of 10 days following the deadline for presenting applications, it will not be admitted under any circumstances.

2. The selected tenderers must submit their proposals in accordance with the conditions set out in the Specifications of Terms and Conditions and in accordance with the documents and requirements specified in the letter of invitation to tender.

Each selected participant may not present more than one proposal, should they not coincide with the author of the proposed project.

If the author of the project is not the same as the name of the selected applicant, this

person (project author) must also sign the documents submitted alongside the tenderer.

The proposals shall be valid for six (6) months, from the date when the proposals were opened.

The technical proposal and documentation the present clause refers to shall be presented anonymously, to guarantee confidentiality of authorship, with a title that the tenderer can choose freely. The tenderers must take special care with this condition, because inclusion of the tenderer's name or any other indication that enables identification will entail immediate disqualification from the tender.

The Secretary of the Panel shall ensure that the rules of the tender and anonymity shall be maintained at all times.

3. The documents to be submitted, in two envelopes, are the following:

ENVELOPE/PACKAGE (Dimensions A1) NUMBER 3 (SEALED)

On the outside of the package must be written "ENVELOPE NUMBER 3. PROPOSAL FOR ASSESSMENT THROUGH THE APPLICATION OF CRITERIA SUBMITTED TO VALUE JUDGEMENT (+ title of Tender) presented by (title)", both written with the Arial 22 font and containing:

1) IN RELATION WITH THE VHIR BUILDING AND UNDERGROUND CAR PARK:

1.1. Written documents:

A) Abstract/Summary: In the space of 1 DIN A4 sheet, with heading and identified with the TITLE, in Arial 11 font and written on one side, the tenderer must explain the architectural proposal briefly and the objectives and values it transmits, how the proposal was conceived and the reasoning behind it. This Abstract/Summary must help the members of the Panel to easily understand the Proposal developed and the reasoning behind it.

This Abstract/Summary must not contain any information that could identify the tenderer.

B) Architectural report (philosophy behind the architectural proposal), Report on functions, structure, installations and sustainability where the proposed solution is given in detail. It must also include the detailed distribution of costs for the estimated budget (amount: € 35,348,000 excl. VAT). It cannot be longer than 30 DIN A4, Arial 11 on one side (any pages beyond this number will not be considered). The report shall be identified by its heading with the TITLE, and cannot contain any details that may

identify the tenderer.

C) Presentation of the “LEED Scorecard” (See Annex 6a attached):

Tenderers must take into account that the building project requires a “LEED v4 BD+C” certificate in order to obtain a “*Platinum*” level certificate for the building.

The proposals for the project submitted to the tender must prove how they will achieve a Minimum of 85 points (80 points needed for *Platinum* + 5 added points as a safety margin).

In order to prove it, a LEED Scorecard must be submitted in accordance with the model of Annex 6A.

1.2. Visual documents.

Four panels DIN A1 (594x841 mm) horizontal format on a light rigid support (5mm card) displaying all the visual and written information for understanding the proposal (in any case, **Arial 11**, font no smaller than 2mm in height). These panels shall be arranged by subject as follows.

- Panel 1: Architectural quality 1 and Architectural quality 2

Architectural quality 1: Volumes and enclosure (image)

Presentation of volumes, elevations, and sections. It must include perspectives, renders, model photographs or other visual representation considered appropriate.

Architectural quality 2: Interiors:

Presentation of plans and sections, indicating surfaces and distributions, views of interior spaces and finishes.

- Panel 2: Usability

Description of how the building works, access, public spaces, work areas, administrative areas, logistics, circulation, autonomy and/or external dependencies, parking, energy, waste. It must also include a construction proposal by independent phases in construction and functional terms with the corresponding justification according to the VHIR Functional Programme, which is attached in the tender documents supplied to the tenderers.

- Panel 3: Sustainability

Explanation of the main strategies described in the “LEED Scorecard” (see Annex 6A) showing how to reach the LEED Platinum level.

- Panel 4: Integration within the surroundings and Quality of the construction

solutions

Treatment of spaces outside the building. Relation of the Campus restructuring project explained in its separate panel (panel 5) with the urban surroundings. One part of the panel will explain how the proposal adapts to the urban parameters indicated.

Explanation of the structural and construction principles. The construction of the building in 3 independent functional phases must be considered. List of the construction materials and solutions adopted, relevant details and principles of the installations, including those required for a “digital native” building.

The four panels will be identified at the bottom by the TITLE (Arial 22 font, in no case larger than 5mm high), and cannot contain any information that may identify the tenderers.

D) 3D Model *SketchUp*, to include in the information in digital media:

To assess the points required for the “Optimal Energy Efficiency” credit (up to 12 points –see Annex number 5), a *SketchUp* model must be presented that was made in accordance with the model directives set out in Annex 6C.

This *SketchUp* model will be used to assess the energy efficiency of the proposals.

It will be presented in digital format and included in the document CD/pendrive, to make the assessment of the sustainability criteria easier.

1.3.- Conceptual model.

Conceptual model of the building at 1/400 scale and other materials.

This is not intended to be a realistic model of the building, but to give the tenderers the opportunity to express their creativity by using materials and textures that they consider most suitable for expressing the essence of the building they propose.

The model must be placed on a rigid DIN A4 base with transparent rigid protection measuring 29.7 x 21 x 20 cm

E) Information on digital media:

Submission of a CD/DVD and Pendrive with the following documents and structure:

1.- A folder called “Written documents for Title xxx” with the files in PDF format, A4 of

the documents submitted in point 1.1.a and 1.1.b: Reports and other written documents, and the presentation of "LEED Scorecard".

2.- A folder called "Panels A1 and A4 of the Title xxx". With reproductions of the four panels in the files in PDF format, size DIN A1 and the same panels in size DIN A4. The files will be named with the title followed by the number of the panel in order and will have a minimum resolution of 300dpi

3.- A folder named "Title collection xxx" with PDF files , size A4, of each of the plans, drawings and images included in the panels, reduced or expanded to the scale required to "fit on an A4 page" ordered by panel and with a minimum resolution of 300dpi, to make it easier for the Panel to assess the proposals.

The CD/DVD of the information in digital media cannot include any test, plan or image other than those in the written documents and panels.

The CD/DVD must have the TITLE written on its surface or label, and must not contain any information that can identify the tenderer.

4.- A USB memory stick with the same information in digital format demanded for the CD/DVD. The USB must have the TITLE written on its surface, and must not contain any information that can identify the tenderer.

Both the CD/DVD and USB memory must be submitted in a separate envelope with the following indication: "*Documents on digital media for the proposed VHIR building, Title xxx*".

IMPORTANT: This envelope with the information in digital format must be added here, and only here, to the A1 sized packet of documents, ENVELOPE/PACKET NUMBER 3 (SEALED).

It is forbidden to add the CD/DVD to the identification envelope (envelope 4), because in this case it would not be opened, to compromise the guarantee of anonymity for the tenderer. The presentation of the CD/DVD in the identification envelope would mean that the Panel would not have access to the visual information it contains.

2) IN RELATION WITH THE PROPOSED RESTRUCTURING OF THE SPACES OUTSIDE THE VH CAMPUS:

2.1. Written documents.

A) Abstract/Summary: Abstract/Summary: In the space of 1 DIN A4 sheet, with heading and identified with the TITLE, in Arial 11 font and written on one side, the tenderer must explain the proposal to restructure the outside areas of the Campus

and the objectives and values to be transmitted, how the proposal was conceived and the reasoning behind it. This Abstract/Summary must help the members of the Panel to easily understand the Proposal developed and the reasoning behind it.

This Abstract/Summary must not contain any information that could identify the tenderer.

B) Conceptual report (philosophy of the proposal), mobility report, on the arrangement of spaces, landscaping and strategies to achieve the unified image of the Campus:

It cannot be longer than 15 DIN A4 Arial 11 on one side (any pages beyond this number will not be considered). The report is identified by the heading *TITLE*, and cannot contain any information that can identify the bidder.

It cannot be longer than 15 DIN A4 Arial 11 on one side (any pages beyond this number will not be considered). The report is identified by the heading *TITLE*, and cannot contain any information that can identify the bidder.

C) Presentation of the "SITES Scorecard" (See Annex 6B attached):

The environmental quality of the proposals for restructuring the Campus shall be assessed under the criteria of the SITES V2 certificate using the "SITES Scorecard".

SITES is a framework centred on sustainability that acts as a guide to good environmental practices for landscape architects, engineers and others.

The restructuring proposals must therefore show how they achieve a score of 75 points in accordance with the SITES V2 classification system (70 points are required for the certificate, plus 5 points as a safety margin).

To prove this, a "SITES Scorecard" must be presented as specified in Annex 6B.

2.2. Visual documents.

Two panels DIN A1 (594x841 mm) horizontal format on a light rigid support (5mm card) displaying all the visual and written (in Arial 11) information for understanding the proposal (in any case, no smaller than 2 m in height). These panels shall be arranged by subject as follows:

- Panel 5: General plan.

The first panel will display the general plan for the proposal at a scale of 1/750, including elevations and sections to the same scale, indicating the surfaces, distribution and connections with the external urban environment of the Horta-Guinardó district. The sections and elevations must provide ideas for possible

details on the façades of the existing buildings in order to combine with the external appearance of these buildings.

- Panel 6: Mobility and features of the spaces.

The second panel shall include the proposal for interior furnishings and indications of routes for different modes of movement. It will contain elevations of the types of paths, at a scale of 1/100, and floor plans/sections of the most important spaces proposed or those of most difficult solution in the opinion of the tenderer. Construction principles, description of materials, urban furniture, special solutions, trees and gardens, lighting, sensors, digitalization and the main strategies outlines in the SITES Scorecard.

C) Information on digital media:

Submission of a CD/DVD and second pen drive with the following documents and structure:

1.- A folder called "Written documents Campus for Title xxx" with the files in PDF format, A4 of the documents submitted in point 2.1.f and 2.1.g: Reports and other written documents, and the presentation "LEED Scorecard".

2.- A folder called "Panels Campus A1 and A4 of the Title xxx" with a reproduction of the two panels in the files in PDF format, size DIN A1 and the same panels in size DIN A4. The files will be named with the title, followed by the number of the panel in order and will have a minimum resolution equivalent to 300dpi

3.- A folder named "Campus collection of Title xxx" with PDF files , size A4, of each of the plans, drawings and images included in the panels, reduced or expanded to the scale required to "fit on an A4 page" ordered by panel and with a minimum resolution of 300dpi, to make it easier for the Panel to assess the proposals.

The CD/DVD of the information in digital media cannot include any test, plan or image other than those in the written documents and panels.

The CD/DVD must have the word CAMPUS and the TITLE written on its surface or label, and must not contain any information that can identify the tenderer.

4.- A USB memory stick with the same information in digital format demanded for the CD/DVD. The USB stick will have the words "Campus" and the TITLE and may not contain any information that can identify the tenderer.

Both the Campus CD/DVD and Campus USB memory must be submitted in a separate envelope with the following indication: "Documents on digital media for the proposed restructuring of the Vd'H Campus, Title xxx".

IMPORTANT: This envelope with the information in digital format must be added here, and only here, to the A1 sized packet of documents, ENVELOPE/PACKET NUMBER 3 (SEALED).

The technical proposal shall be assessed in accordance with the specifications of Annex number 5.

Any tenderer which does not submit the documentation in accordance with this point shall be rejected.

ENVELOPE NUMBER 4 (SEALED)

On the outside must be written "ENVELOPE NUMBER 4: IDENTIFICATION OF THE AUTHOR/S for the (+ title of tender) and with the title, both in Arial 12 font and must contain:

The identity of the tenderer who has presented the technical proposal for the subject chosen. This envelope shall contain the title and the identification and contact details of the author or team who drafted the proposal, using the following model:

"The author/s of the proposal submitted under the title"....." is/are..... (Name and surname or business name).
Place, date and signature"

This identifying information will only be visible inside the envelope, while the outside will only show the title and, if applicable, the desire not to be named in the event of not winning.

Therefore, any tenderers who do not wish to be named should they not win must indicate this clearly on the outside of the envelope.

The envelope must be opaque, so that the information it contains cannot be seen. Any data, information or logo on the outside of the envelope, or visible on the inside, that could identify the author shall be sufficient cause for rejection.

CLAUSE 15.- Criteria for assessing the tender.

The winning proposal shall be chosen by the Panel and will be the one that obtains the highest score awarded by the Panel among all the proposals admitted to phase 2 in accordance with the criteria in annex number 5. Notwithstanding the above, the VHIR

may reject the bids and declare the procurement procedure void if it should consider that none of the proposals is suited to the technical and functional requirements that prevail in this tender. In these cases, the tender is declared void and the participants invited to this PHASE 2 shall only have the right to receive the amount of €20,000 established for each participant admitted that submits a proposal that is in accordance with the requirements of the Specifications of Terms and Conditions.

The verdict of the contracting body must include explanations when the resolution contradicts the Panel's decision or is based on different considerations. Otherwise it is assumed that it accepts the reasoning contained in the Panel's verdict.

CLAUSE 16.- Composition and function of the Panel.

1 Composition of the Panel:

President: Director of the Fundació Hospital Universitari Vall d'Hebron – Institut de Recerca (VHIR).

Vocal: Manager of the Hospital Universitari Vall d'Hebron.

Vocal: President of the VHIR board of trustees.

Vocal: Member of the VHIR board of trustees.

Vocal: Member of the VHIR board of trustees.

Vocal: Member of the VHIR board of trustees.

Vocal: Member of the VHIR board of trustees.

Vocal: Dr. Josep Baselga, Medical Director of the Memorial Sloan-Kettering Hospital of New York.

Vocal: Mr. Jaume Plensa, Sculptor.

Vocal: Ms. Cristina Garmendia, Biologist.

Vocal: Mr. David Chipperfield, architect.

Vocal: Ms. Francine Houben, architect.

Vocal: Ms. Beth Galí, architect.

Vocal: Mr. Carles Ferraté, architect.

Vocal: Ms. Martha Thorne, urbanist.

Vocal: Ms. *Pilar Boixareu Gomà*, architect.

Vocal: Mr. Lluís X. Comeron, architect.

Secretary: Ms. Clara Fornells Punsola, lawyer of the Contract Department of the Fundació Hospital Universitari Vall d'Hebron – Institut de Recerca (VHIR), with voice but no vote, who will take the minutes of the resolutions of the Jury.

Members of the Panel can delegate the exercise of their functions to another competent person, pending notification, exclusively in case of extreme necessity.

The composition of the jury of Phase I will consist of some members indicated, which are specified in the corresponding record. The jury for Phase II will be composed by all the members listed above. In both phases respect the proportion of **1/3** of its members have the qualification of architects.

In particular, they act as members with specific qualification equivalent to the requested participants (architect) the following members of the Jury:

Mr. Lluís X. Comeron,
Mr. David Chipperfield
Ms. Francine Houben,
Ms. Beth Galí
Ms. Pilar Boixareu i Gomà.
Mr. Carles Ferraté


2 Function of the Panel:

The Panel shall be convened by the President. The decisions of the Panel must be made with an absolute majority of those present, based on the criteria established by the Dossier of Terms and Conditions. The Panel shall have full autonomy to decide its verdict and its members shall have complete independence. The President shall have the deciding vote in the event of a tied vote.

The shall consist of physical persons who are independent of the participants in the project tender. To this effect, the members who are not public employees must sign a sworn declaration to affirm their independence and to serve the public interest objectively. Their actions shall be subject to the law and shall serve the public interest.

Members of the Panel must maintain confidentiality about the discussions/decisions of the Panel until the titles are revealed.

Persons in the following situations may not form part of the Panel:

- 
- Those who have a current permanent professional relation with a participant that entails the legal or deontological obligation to abstain.
 - Those with relations of consanguinity to the fourth degree or affinity to the second degree with participants, administrators of the entities or companies that are bidding, or legal representatives or officials who take part in the process.

The functions of the Panel shall consist of:

A) Selection phase (PHASE 1)

- Analysis of the applications for participation (envelope number 2) to assess and select the tenderers who are to submit their bids in PHASE 2 in accordance with the selection criteria established in the present Specifications of Terms and Conditions (Annex number 4).
- Formulation of the proposal to select the tenderer invited to submit a proposal in phase 2 of the process (issue the assessment decision).

B) Bid assessment phase (PHASE 2)

- Analysis of the documents and final admission of the works (envelope number 3).
- Justified proposal to exclude works not admitted, which shall be noted in the minutes.
- Analysis of the proposals submitted and assessment of the same in accordance with the assessment criteria established in the present Specifications of Terms and Conditions (Annex number 5).
- Strict observance and compliance with anonymity in examination of the documents.
- Formulation of the final proposed verdict of the winning bid and mentions (issue of the assessment decision).

CLAUSE 17.- Procedure for resolution of the tender.

1. Presentation of visual proposals:

After informing phase 1 participants selected to present their bid, the period for presenting the proposals of the selected participants shall begin. They must submit their proposals to offer a global response to the technical issues presented in the present Specifications of Terms and Conditions and annexed documents. The selected tenderers shall be notified by letter of this period, granting the terms specified in clause 13 of the present Specifications of Terms and Conditions. The proposals must be submitted in compliance with the requirements and conditions established in the present Specifications of Terms and Conditions and in the period contained in the invitation letter.

2. Opening of envelope 3:

Once the technical proposals from the tenderers selected for PHASE 2 have been received, VHIR will use the Contractor Profile to announce the public opening of envelope number 3, which contains the visual bids/proposals and other documents

demanded under the present Specifications of Terms and Conditions. The original copies of the proposals shall be available for the Panel members to carry out the tasks they have been assigned. A copy of the proposals and the other documents from envelope number 3 shall be given to the Panel members for analysis, assessment and deliberation, maintaining the confidentiality of the information released.

Before releasing the documents to the Panel, the Contracting body of VHIR shall proceed, where relevant, to decide if any proposals should be excluded for late submission or for breach of the principle of anonymity.

3. Analysis and assessment of the bids by the Panel:

The Panel shall meet on the date or dates agreed by the members to analyse, assess and evaluate the proposals submitted and admitted, attending only to the assessment criteria established in the present Specifications of Terms and Conditions (Annex number 5).

The Panel shall issue its verdict or decision, consisting of a report signed by its members with the proposals ranked in order of the merits of each and in view of the criteria specified in Annex 6 of the Specifications of Terms and Conditions, accompanied by any observations they consider relevant.

The Panel shall have a maximum period of two months to issue its verdict. The Panel may also decide to extend this period. This extension shall be made public in the Contractor Profile of VHIR.

4. Maintaining anonymity:

Once the Panel's verdict has been issued, each selected tenderer shall be notified and the Contractor Profile of VHIR shall announce the day and time for the public opening of envelope number 4 containing the identity of the tenderers. At this act, the first intervention shall be the reading of the Panel's decision, followed immediately by the identification of the bids received with their corresponding motto, all of which shall be noted in the minutes.

Proposals corresponding to excluded bids shall be removed from the adjudication process.

CLAUSE 18.- Adjudication of the contract.

1. When the Panel's verdict and the tenderers' identities have been disclosed, the Contracting body of VHIR shall proceed to adjudicate the contract for drafting the preliminary project based on the ranking of the bids and the acts of the Panel. The adjudication of the contract must be justified if it does not concur with the verdict of the Panel.

The tender may also be declared void if no proposal is admitted in accordance with the criteria of the present Specifications of Terms and Conditions, and the technical and functional criteria that prevail in the present Tender. The tender may not be declared void if there is a bid or proposal that may be admitted in accordance with the criteria specified in the present Specifications.

2. The contracting body, with the Panel's verdict, shall approve the ranking in descending order of the proposals submitted and admitted, based on the assessment criteria specified in the present Specifications and which have not been excluded, and shall require the winning participant to provide the following documents, if they have not already been submitted, within 10 working days, counting from the day after the requirement.

- Registration for business tax, in the category corresponding to the object of the tender, and the latest payment slip, as long as the activity is subject to the tax in question.
- Specific certificate of payment of all tax obligations issued by the Tax Office, to the effects of Article 43 of the General Tax Act 58/2003, dated 17th December.
- Certificate issued by the relevant body affirming compliance with Social Security obligations.
- Certificate issued by the Generalitat de Catalunya affirming the absence of outstanding tax with the institution in question.
- Certificate issued by Barcelona City Council affirming the absence of outstanding tax with the institution in question.
- Definitive Guarantee.
- Letters of commitment to collaboration by specialist technicians, if these have not been presented, in accordance with the specified requirements.
- Other documents to prove aptitude for contract or the effective availability of the means that are committed to dedicate or devote to carrying out the contract as demanded by the contracting body.

Should the contract be assigned to a group of companies, in any of the arrangements that are legally valid, they must prove their registration in public documents within the period granted for formalising the contract, and the CIF assigned and representatives, if

relevant.

3. Tenderers who have presented the DEUC must also present all the documents listed in clauses 12.2 and 12.3, in the aforementioned period of 10 working days.

4. The contracting body shall award the contract in five working days after receiving the documents required in the previous section.

The contracting body may reject the contract or refrain from adjudication if the circumstances specified in Article 155 of the TRLCSP should arise.

The adjudication will be justified and the participants notified at the same time as the announcement is made in the Contractor Profile. In any case, notification through the contractor profile will indicate the period for signing the contract in accordance with Article 156.3 of the TRLCSP.

The proposals presented, both those admitted and those excluded without opening, shall be kept on file. Having adjudicated the contract and after the period for presenting appeals has expired without any being lodged, the documents of envelope number 1 shall be made available for the interested parties.

5. Should VHIR justify that there are no proposals suited to carrying out the project, it can declare the first position void and pay out participation fees to all participants.

CLAUSE 19.- Provisional and definitive guarantee.

1. Provisional guarantee:

This is not required.

2. Definitive guarantee:

The successful tenderer must raise the definitive guarantee, amounting to 5% of the amount of the adjudication without VAT, prior to the signing of the Contract, presenting it in the ways specified in Article 96.1 of the TRLCSP and subject to the demands established in Article 100 of the TRLCSP.

When the price of the contract is increased or decreased as a result of a modification, for whatever circumstance, the guarantee created shall be adjusted so that it remains in proportion with the budget of the contract which is valid at that time.

In accordance with the specifications of Article 102 of the TRLCSP, the definitive guarantee shall be returned or cancelled once the guarantee period has expired and

the contract carried out satisfactorily, or terminated for causes that are not attributed to the contractor.

CLAUSE 20.- Signing the contract.

The signing of the contract means that it is concluded.

The contract must be signed by hand, as a private document according to the model attached to these tender specifications.

The contractor may request that the contract be made a public document, assuming all costs related with this process.

The contract may not be signed within fifteen days of the notification of the adjudication to the tenderers.

VHIR will require the contractor to sign the contract within a period of no more than 5 days from the day when it is invited to sign, after the expiry of the fifteen days mentioned in the previous paragraph without an appeal being lodged. The body responsible for resolving the appeal shall follow the same procedure once the suspension has been removed.

Should the contract not be signed for reasons attributed to the contractor, VHIR may decide to seize the amount of the provisional guarantee that it has demanded, or an equivalent amount, from the definitive guarantee. The contractor is obliged to complete the definitive guarantee to the amount seized. If this complement to the guarantee is not provided, VHIR may, if it considers it appropriate, cancel the adjudication with the seizure of the entire definitive guarantee and ask the next tenderer in the ranking of bids to provide the documents for a new adjudication of the contract. VHIR is also authorised to take legal action against the contractor for losses and damages that are not covered by the sum of the definitive guarantee.

Within a period of 48 days after signing the contract, VHIR will send a notice to the DOUE and, where relevant, the contract platform, to publicly announce this signing.

The contract cannot be executed unless it has been signed.

It should be noted that once the present contract for drafting the project has been adjudicated, the tender process for construction of the VHIR building, which will take place in different stages, shall begin.

In contrast, with regard to the restructuring of the HUVH Campus, the execution of the project mentioned will not start immediately, but when it is considered appropriate.

CLAUSE 21.- Modifications of the contracts.

The amount of modifications to the contract shall be limited to €318,000, excluding VAT. Without prejudice to the above, successive modifications that may be agreed when the contract is being carried out for the causes foreseen in the Specifications of Terms and Conditions cannot exceed 50% of the estimated value of the contract.

There are no limitations to downward modifications. Should these downward modifications amount to more than 10% of the adjudication amount, the contractor may demand that the contract be terminated and be paid for work carried out without assuming any costs.

The following causes may create the conditions for a modification of the contract:

- a. Derived from changes or adjustments in the schedule requested by the operator and/or promoter that represent an increase of the reference PEC by over 9%.
- b. Derived from changes or adjustments to the schedule demanded once the executive project has been approved.
- c. Derived from changes or adjustments to the construction required by the operator and/or promoter and/or authorities that are not due to errors or omissions of the project, requested once the executive project has been approved and which represent a change of over 5% to the PEC.
- d. Derived from the need to divide the project into stages once it has been drafted and approved.
- e. Derived from the need to solve issues arising during the execution of the project and which call for actions outside the construction itself but which are needed for the building to be functional.
- f. Derived from not carrying out part of the work for reasons of public interest or budget restrictions.
- g. Derived from adjustments to the scope of the project.
- h. Derived from specifications for urban planning, access, safety, technical reasons or updates to the law which were passed after the contract was awarded.

- i. Derived from changes/modifications required in order to guarantee basic utilities (electricity, gas, water, telecommunications, transport, etc.) in accordance with the practice and demands of the companies, or which are required in order to comply with their demands.
- j. Derived from changes or modifications in installations at the request of the operator and/or promoter or for technological modifications.

Moreover, the eventual total or partial succession in the person of the contractor company, as a result of a corporate restructuring by absorption, merger, division, contribution or the transfer of a company or branch of activity, is also considered and will be processed as a modification of the contract, as established in the previous clause.

The procedure for specifying the modifications to the contract are as follows:

- Report from the person responsible for the contract expressing the need to modify the work carried out.
- Appearance of the service contractor to affirm awareness of the scale of this new work and expressing acceptance of the same.
- Legal report from the contract service to confirm its legality.
- Decision by the contracting body agreeing to modify the contract, with the validation of the budget.
- Signing of the contract modification.

These foreseen modifications will be obligatory for the contractor.

Any increase in the PEC that is not motivated by the causes indicated above will not entail a review of the fees established in the contract.

8 **CLAUSE 22. Data Protection.**

In compliance with Article 5 of Organic Law 15/1999, of 13 December, on the Protection of Personal Data, which regulates the right to information about the collection of personal data, and in accordance with its development passed in Royal Decree 1720/2007, of 21 December, the following precautions are noted:

- a. The documents required to take part in the present procedure that contain personal data are necessary for participation.

In this sense, if the documents contain personal data that must be protected in accordance with the applicable law for the protection of personal data, the contractor shall adopt all means and measures necessary to comply with this regulation. Also, regarding documents that require the consent of those affected by transfer thereof to VHIR, the applicable law protecting personal data obliges the contractor to collect this consent only in accordance with the purpose for which these documents are required.

b. In relation with the documents presented by the tenderers that contain personal data of physical persons (employees, technicians, collaborators, etc.), the bidder guarantees that the consent of the persons affected has been obtained in advance to enable it to bid in the present procedure and offer the documents to VHIR.

c. The documents presented by the tenderers which contain personal data shall be transferred to VHIR and handled by VHIR for qualification, assessment and comparison of the bids and to fulfil the purposes specified in the regulations for public sector contracts that apply to VHIR.

The destination of this information is VHIR, and any third parties that carry out inspection or third parties that need to have access to the information in executing the contract.

d. The presentation of the bid and requested documents implies that the tenderer authorises VHIR to process the documents and information in the terms explained and, if successful, in the terms of the execution of the contract.

e. Persons interested/affected can exercise their rights of access, cancellation and opposition by writing to VHIR as the body responsible for processing, at the address indicated in the above part c), attaching a copy of the Identity Card or other Official Document that identifies the person exercising his or her rights.

The contractor is obliged to comply with all the terms of Organic Law 15/1999, of 13 December, for the protection of personal data, and Royal Decree 1720/2007, of 21 December, and any legal developments of these.

Documents or information which the contractor learns of or has access to while performing the services arising from this contract and which correspond to VHIR, as responsible for the folder of personal data, is confidential and may not be the object of reproduction in full or in part on any media or support nor subject to processing or editing by computer, nor disclosed to third parties beyond the strict limits of the direct execution of the contract, nor among other personnel that the contractor may have.

Should the tenderer release documents to VHIR that contain personal data of its employees, this information can only be transferred after obtaining the consent demanded by the LOPD, under the limits set by this law.

CLAUSE 23.- Intellectual copyright: guarantees, rights and ownership.

Participants guarantee that the works submitted are original and in no way infringe the rights of third parties, either of intellectual or industrial property, nor are in breach of confidentiality agreements or agreements of any other kind and are therefore fully valid to take part in the present tender in accordance with the present Specifications of Terms and Conditions. As a result, the participants assume the liability before VHIR for any claim that may be made in this context.

By presenting its work in the present tender, the winner of the competition transfers exclusively to VHIR all rights of use (copying, distribution, public communication and disposal) on all supports, in all existing formats and modes in relation with the project, as well as all eventual industrial copyright that may derive from it, and expressly authorises VHIR to transfer such rights to third parties in order to execute the project, for a period equal to that of the copyright.

Including, but not limited to:

- i. Copying: of all elements on any support, tangible or not, on any media or support able to include –directly or indirectly- the project and its copies, and any derived/combined works in which it may be incorporated.
- ii. Distribution: copies and other derived/combined projects from which, or in which the project or any of its elements could be incorporated, distributed or made public in any way.
- iii. Public communication and disposal of the project and all its elements and derived/combined projects in which is it incorporated in full or in part, through any means.
- iv. Any merchandising derived from the project or its execution.

The previous conditions in the present clause shall also apply, where appropriate, to the four selected tenderers, whether or not they obtain a special mention for the proposal to restructure the outside areas of the Vall d'Hebron Hospital Campus.

As regards the new building, the exclusive transfer grants VHIR the right to use the project and execution of later contracts, to the exclusion of all others, including the tenderer. The right to use refers to the development of architectural projects.

All projects can be used without any compensation apart from that foreseen in the Terms and Conditions.

VHIR is not obliged to disclose all projects and may do so in full or in part in accordance with its own criteria and technical considerations, as it considers convenient in each case.

CLAUSE 24.- Protection and defence of the project.

VHIR is authorised to register ownership of the intellectual and industrial copyright that has been transferred to it in virtue of these Terms and Conditions.

The tenderers undertake to collaborate with VHIR in all processes and procedures necessary to protect and defend the project.

CLAUSE 25.- Credits.

Without prejudice to the above, the moral rights of the participants shall always be acknowledged. Mention shall be shared, where relevant, with the recognition of the persons who took part in the process of creating and developing the Project, in accordance with normal use and the availability of the format in question.

The present clause shall apply to the winner of the tender and the four selected tenderers, whether or not they obtain a special mention for the proposal to restructure the outside areas of the Vall d'Hebron Hospital Campus.

CLAUSE 26.- Image rights.

8
The winner authorizes VHIR to take and use its image and personal data to achieve the maximum publicity for the tender, in whatever format (radio, television, online via its own or others' web sites, internal and external printed or digital media, promotional material or advertising, social media, publication of tender materials, among others).

The present clause shall apply to the winner of the tender and the four selected tenderers, whether or not they obtain a special mention for the proposal to restructure the outside areas of the Vall d'Hebron Hospital Campus.

CLAUSE 27.- Confidentiality.

The successful tenderer may not make any use or publicity of the winning idea or documents created for the tender, either in full or in part, directly or in extracts, without express authorisation by the contracting body. This duty of confidentiality shall endure until the execution of the work has been completed.

The present clause shall apply to the winner of the tender and the four selected tenderers, whether or not they obtain a special mention for the proposal to restructure the outside areas of the Vall d'Hebron Hospital Campus.

CLAUSE 28.- Appeal procedure.

1. A special appeal procedure is available for regulated contracts in Article 40 and following of the TRLCSP against tender announcements, the terms and conditions of the present tender and contract documents that specify the conditions that must prevail in the contract, against the procedural actions adopted during the adjudication process, whenever these have direct or indirect effect on the adjudication, determine the impossibility of continuing, causing legal unfairness or an irreparable damage to legitimate rights or interests, or against the adjudication decision.

2 The appeal may be submitted by physical or legal persons whose legitimate rights and interests have been injured or may be affected by the decision that is the object of the appeal, and in all cases by tenderers.

3. Any party intending to lodge an appeal against any of the acts listed in 20.1 must announce this previously in writing, specifying the procedural action that is the object of the appeal. This text must be presented before the contracting body of the VHIR, in the period specified for lodging an appeal given in the following point.

4. The period for lodging a special appeal for contracts is 15 working days, counted in accordance with Article 44 of the TRLCSP, depending on the action that is subject to appeal.

5. The appeal writ must be presented in the entry register of VHIR or in the Register of the Catalan Tribunal for Public Sector Contracts. The body which shall hear the special contract appeal is the Catalan Tribunal for Public Sector Contracts.

6. The appeal writ will specify the action which is the object of the appeal, the evidence that the appellant will present and, where relevant, a request for the adoption of provisional measures, attaching the documents required under Article 44 of the TRLCSP.

7. An appeal against the ruling of the appeal must be handled through judicial review, as specified under Law 29/1998, of 13 July, regulating Judicial Review procedure.

8. A request for annulment can be submitted in the situations foreseen in Article 37 of the TRLCSP, which will be processed and resolved in accordance with Article 39 of the aforementioned text.



CLAUSE 29.- Compliance with ethical principles and rules of conduct by Contractors.

In accordance with Article 55.2 of the Transparency Act 19/2014, of 29th September, for public information and good government, the tenderers/contractor must comply with the ethical principles and rules of conduct determined as follows:

- Their actions must be subject at all times to the dispositions of the Constitution, Statute of Autonomy, and all applicable laws, regulations and rules.
- Avoid any action that may result in discrimination on the basis of birth, race, sex, religion, opinion or any other social or personal condition or circumstance.
- Act honestly, respecting the principle of good faith.
- Do not offer or give gifts, favours or favourable conditions to persons who work for VHIR that may condition the objective performance of their functions.
- Offer the contracting body all the requested information that is necessary to adjudicate the present contract and, if relevant, to carry it out. The information provided must be pertinent, comprehensible and reliable.
- Participation and collaboration in the creation of the documents that VHIR must draft in the adjudication of the present contract is prohibited.
- The obligation to inform VHIR of any circumstance affecting the bidder/contractor which would prohibit it from entering into a contract when this occurs.
- Respect confidentiality of the information that it may have access to when participating in the present contract or in carrying it out.
- Treat VHIR personnel with respect and politeness as well as any users of the service that this company provides.
- Comply with all rules of conduct that VHIR may impose at any time.
-

Should the tenderer/contractor be in breach of any principle or rule established in this clause, VHIR is authorised to exclude the tenderer that committed the infraction from the tender or, if applicable, terminate the contract signed with the contractor. Depending on the type of breach, VHIR may give prior warning to the tenderer/contractor to cease its breach immediately, and only exclude the tenderer from the tender or terminate the contract should they persist in the infringement.

Barcelona, 28th November 2016.



ANNEX NUMBER 1

DECLARATION OF RESPONSIBILITY (NO CONTRACTING RESTRICTIONS)

Mr/s DECLARES on his/her own behalf or as representative of the company under his/her responsibility, as tenderer for *“Restricted tender of service projects for the drafting of the project for the new building of the Vall d’Hebron University Hospital Foundation – Research Institute (VHIR), and a proposal for the restructuring of the Vall d’Hebron Campus in which the VHIR building will be integrated”*, that:

a) The tenderer is eligible to enter into contracts with the Administration, because it is authorised to act, and is not barred by any of the circumstances that would exclude contracts with Public Administrations mentioned in points 1 and 2 of Article 60 of the Revised Text of Legislative Royal Decree 3/2011, of 14 November, on Public Sector Contracts.

b) The tenderer is up-to-date with tax and Social Security payments in accordance with Articles 13 and 14 of the General Regulations of the Law of Contracts with Public Administration, passed by Royal Decree 1098/2001, of 12 October.

c) The tenderer has not been condemned by an irrevocable verdict for crimes of dishonesty, actions against property or the social and economic order, bribery, embezzlement, corruption, disclosure of confidential information, abuse of privileged information, crimes against the Tax Office or Social Security, against workers’ rights or against the free market or consumers.

d) The company has not been declared bankrupt, or insolvent in any process or subject to judicial administration; nor have bankruptcy proceedings been initiated against it.

e) It has not been found guilty of causing the termination of a contract with the public sector/administration.

f) It has not been condemned by an irrevocable verdict of serious infringement of market rules, professional matters or the workplace integration of the disabled, or very serious infringement of business law, in accordance with the legislation on infractions and penalties on business matters, or workplace health and safety issues, as specified under Law 31/1995, dated 8th November, on the prevention of accidents at work.

g) The tenderer is not in breach of the any circumstances established under current legislation for conflicts of interest of senior managers, or conflicts of interest with Administration personnel of the Generalitat, or with officials working for the Generalitat.

h) The company meets all the requirements and obligations demanded under current legislation for its operations, installations and legal standing.

i) The information and documents submitted in the enveloped are absolutely true.

j) That the contracting body is hereby authorised to obtain any data or registered documents necessary to proceed with the adjudication of the contract directly from the relevant authorities.

k) The digital inbox to receive and send communications and announcements in the bidding process and, if relevant, in the later stages of adjudication, signing, modification, negotiation, execution and the normal or abnormal termination of the contract is

In witness whereof, I hereby sign this declaration of responsibility.

Place, date and signature of the person making the statement.



Signature

Stamp of the tendering company

ANNEX NUMBER 2

DECLARATION OF RESPONSIBILITY (NO INSOLVENCY)

Mr/s DECLARES on his/her own behalf or as representative of the company under his/her responsibility, as tenderer for *“Restricted tender of service projects for the drafting of the project for the new building of the Vall d’Hebron University Hospital Foundation – Research Institute (VHIR), and a proposal for the restructuring of the Vall d’Hebron Campus in which the VHIR building will be integrated”*, that:

- 1.- The company they represent is not insolvent now or likely to be in the near future.
- 2.- That the company they represent is not subject to any bankruptcy proceedings, receivership or other form of restructuring, either by a court or privately, related with a situation of insolvency.
- 3.- The company they represent has not requested administration procedures, nor are they aware that any third party has done so or intends to do so in the future.
- 4.- The company they represent has not submitted notification to the court start negotiations as regulated under Article 5 of the Bankruptcy Act.

In witness whereof, I hereby sign this declaration of responsibility.

Place, date and signature of the person making the statement.



Signature

Stamp of the bidding company

ANNEX NUMBER 3

DECLARATION OF THE CONTRACTUAL NATURE

Mr/s DECLARES on his/her own behalf or as representative of the company under his/her responsibility, as tenderer for *“Restricted tender of service projects for the drafting of the project for the new building of the Vall d’Hebron University Hospital Foundation – Research Institute (VHIR), and a proposal for the restructuring of the Vall d’Hebron Campus in which the VHIR building will be integrated”*, that:

The present Specifications of Specific Administrative Clauses, the Technical Specifications and the signatory document, as well as the annexed documents that form part of them shall all have the status of contractual obligations.

In witness whereof, I hereby sign this declaration of responsibility.

Place, date and signature of the person making the statement.

Signature

Stamp of the bidding company



ANNEX NUMBER 4

SELECTION CRITERIA, envelope number 2. ⁶

PHASE 1

SOLVENCY RATING OF THE PARTICIPANTS (up to 100 points)

The participant's experience as the architect of buildings similar to the project which is the object of this tender will be assessed.

The tenderer must submit a list signed by the tenderer's legal representative containing a selection of 3 (maximum) built projects which are similar to the project covered by the present tender.

(Works of similar characteristics would be new buildings and/or major rebuilding work related with the health sector and/or biomedical, biology, biochemistry research or other types of installations of an educational, cultural or administrative nature with areas for laboratories and a total built area of more than 5,000m²)

The tenderer must prove their status as the official author of the projects submitted through the presentation of an official document that confirms this fact (signed Project Report, certificates of successful completion, work termination certificates, or the equivalent documents from other countries), as well as identifying the promoter and client. If the original documents cannot be presented, a signed declaration must be filed to confirm that the details are real and that authorship of the listed proposals lies with the tenderer. If the tenderer worked in collaboration or formed part of a temporary joint venture, it must state the percentage that corresponds to its work. The VHIR Foundation may check that the details provided are true.

1. For the characteristics of the built projects included in the selection up to 60 points.

The tenderer must submit a maximum of two DIN A3 one-sided sheets for each of the projects to enable sections a and b to be assessed, as detailed below, and one DIN A3 one-sided sheet per project to enable section c of this point to be assessed. (total of 9 one-sided DIN A3 sheets, in format Arial 11 or the equivalent).

They shall include images and texts that explain the project and the work carried out. They may also include small diagrams or sketches where appropriate, which shall be assessed in accordance with the following criteria.

a) For similarity of built projects with the building that is the object of the present tender up to 12 points.

⁶Additional pages besides those required in the previous sections will not be assessed.

These will be taken into consideration for each of the 3 projects submitted:

- i. For the type of biomedical, biological or biochemical research
..... 2 points per project (up to 6 points).
- ii. For overlapping uses in elevation
..... 0.5 point for each project (up to 1.5 points).
- iii. For being the type of project with independent construction and functional
phases 1 point for each project (up to 3 points).
- iv. For restructuring and treatment of the surrounding area and excellent
integration within it 0.5 point for each project (up to 1.5 points).

**b) For the design quality in built projects similar to that of the tender.....
..... up to 36 points.**

These will be taken into consideration for each of the 3 projects submitted:

- i. the design quality of the facility in relation with the global solution proposed,
taking its integration into the surroundings, the volumes of the building and the
envelope (façades and roofs) into account, with the design quality of the
interior and exterior spaces
..... 7 points for each project (up to 21 points).
- ii. The functional distribution of the facility, taking into consideration the global
solution proposed, the finance and rationale behind interior circulation, relation
between different medical and/or research areas, access to public and service
areas and waste management
..... 5 points for each project (up to 15 points).

**c) For the sustainability of built projects similar to the building of the tender ...
..... up to 12 points.**

The tenderer must provide proof of these characteristics in a DIN A3, as well as
providing documents and/or certificates.

These will be taken into consideration for each of the 3 projects submitted:

- i. For solutions that use active and passive means to save considerable amounts
of energy 1 point for each project (up to 3 points).

*(The content and justification of the previous point shall be valued to a maximum
of 1 point per project. Information considered superfluous or unnecessary will not
be assessed).*

- ii. For solutions that lead to a considerable reduction in water consumption
..... 1 point for each project (up to 3 points).

(The content and justification of the previous point shall be valued to a maximum

of 1 point per project. Information considered superfluous or unnecessary will not be assessed)

iii. For solutions that reduce some of the following impacts: Global warming, depletion of the ozone layer, acidification of land and water sources, eutrophication, formation of tropospheric ozone and the exhaustion of non-renewable energy sources1 point for each project (up to 3 points).

(The content and justification of the previous point shall be valued to a maximum of 1 point per project. Information considered superfluous or unnecessary will not be assessed).

iv. For being awarded an internationally recognised certificate such as LEED, BREEAM or similar 1 point for each project (up to 3 points).

The content and justification of the previous point shall be valued to a maximum of 1 point per project. Information considered superfluous or unnecessary will not be assessed).

2. For merits of the tenderer up to 40 points.

a) For directing the work on two (2) of the projects presented in the selection of similar built projects up to 6 points.

A certificate or document to prove the execution of the work presented by the bidder in section 1 of the present annex must be submitted.

The tenderer must provide proof of the execution of works listed in the executive project in section 1 through the presentation of an official document (certificates of successful completion, works completion certificate, certificate of reception or the equivalent documents from other countries), and identify the promoter and client. If the original documents cannot be provided, a signed declaration must be submitted stating that the information supplied is true and that the executive project has been carried out. The VHIR Foundation may take any action to check that the details submitted are true.

(2 points awarded for the proof of execution of the works of the projects, to a maximum of 3 points)

b) Experience in drafting singular projects, as authorup to 9 points.

The tenderer must submit a list of 3 (maximum) singular built projects which has been signed by the bidder's legal representative.

The tenderer must present a maximum of 1 one-sided DIN A3 sheets for each of the projects (total 3 DIN A3), featuring images of the project and the work carried out (if present), in which smaller diagrams and sketches can be included where appropriate to justify the singular nature of the project. They may be the same projects as those selected for similarity.

The tenderer must provide proof of its status as official author of the projects selected through an official document (signed project report, certificate of successful completion works, completion certificate or the equivalent documents from other countries), as well as the identity of the promoter and client. If the original documents cannot be provided, a signed declaration must be filed to state that the information supplied is true and that the tenderer was the author of the proposals presented. The VHIR Foundation may take any action to check that the details submitted are true.

Singular works are public or private projects which are a reference or a landmark in their urban environment, built as the result of a formal commission with an area of more than 5,000m² and a budget (PEC excluding VAT) of at least €8,000,000.00, excluding VAT.

(3 points will be awarded for the proof of each project, up to a maximum of 9 points)

c) Awards up to 8 points.

A list signed by the tenderer's legal representative must be presented with 2 awards maximum won by the project author for architectural work or urban design achieved during his or her career.

(Two points will be awarded for each local or national award, but international or high profile awards will be awarded four points each, to a maximum of 8 points. If more than two awards are presented, only the first two will count.)

d) Architectural competition projects up to 8 points.

A list signed by the tenderer's legal representative must be presented with national or international 2 architectural competition projects signed by the author.

(4 points will be awarded for each competition won. 2 points will be awarded for projects ranked in second or third place or with a special mention, up to a maximum of 8 points. If more than two projects are presented, only the first two will count.)

e) Experience in drafting executive projects for restructuring complex urban spaces, as author or co-author up to 9 points.

A statement signed by the tenderer's legal representative must be submitted with a selection of 3 (maximum) projects related with the restructuring of complex urban spaces, solving similar problems

The tenderer must present a maximum of 1 DIN A3 sheet for each project (total of 3 one-sided DIN A3), with images of the project and the work carried out. Small diagrams or sketches can be included where relevant to explain the features of the proposed urban design.

The tenderer must provide proof of its status as official author or co-author of the projects selected through an official document (signed project report, certificate of successful completion, works completion certificate or the equivalent documents from other countries), as well as the identity of the promoter and client. If the original documents cannot be provided, a signed declaration must be filed to state that the information supplied is true and that the tenderer was the author or co-author of the proposals presented. The VHIR Foundation may take any action to check that the details submitted are true.

Restructuring projects for complex urban spaces are considered to be those public or private projects for restructuring complex public urban spaces that cover a surface area of at least 15,000m², where different types of buildings have been functionally integrated into the landscape in a limited area to create a reference or landmark in the area where they are located.

(3 points are awarded for each project, up to a maximum of 9 points)

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*the minimum score required for selection must be 50 points.

ANNEX NUMBER 5

ADJUDICATION CRITERIA⁷

TECHNICAL BID:

A.- Technical proposal for Building and underground parking.

Quality of the proposal up to 70 points.

Breakdown as follows:

a) Overall architectural quality of the proposal and integration with surrounding area
..... up to 25 points.

The architectural interest of the proposal shall be assessed taking into consideration:

The quality of the proposed layout of the building in relation with its function, exterior image and material presence as it relates to the vocation and values of VHIR, expertise in the distribution of public access and services including its integration in the surrounding area. up to 15 points.

The quality and coherence of the internal distribution of levels. The formal design of the interior spaces and their relations, as well as the different partial and global architectural proposals for integrating the different programmes up to 10 points.

b) Compliance with the Programme for Functions and Uses up to 18 points.

Marks will be given for the functional capacity of the proposed building to provide an excellent response to the different uses foreseen. Marks will be given for the functional coherence of areas with specific uses and the functional relations between spaces with different uses. Marks will also be given based on the degree to which the reservation of spaces and their interrelation complies with information in the **functional programme** and other proposals so that, in the tenderer's view, the building as a whole has greater functional capacity.

c.) Sustainability up to 12 points.

The LEED Scorecard (as in Annex 6a) presented will be examined and reviewed by the Panel. The LEED score that is agreed will result in the awarding of the following points:

For a LEED score of less than 80 points 4 points.

For a LEED score of 80-82 points 8 points.

For a LEED score of 83-84 points 10 points.

⁷he minimum score to win the contract is 55.

Reports and documents that form part of the technical proposal must be authenticated by the author of the project.

For a LEED score of 85 or more points 12 points.

d) Construction consistency and feasibility up to 10 points.

The proposal that offers the best optimisation of construction in stages and is the most efficient in terms of the parameters of: time / cost / quality / maintenance.

e) Budgetary consistence up to 5 points.

The highest score will be awarded to the bid whose distribution of the estimated budget by category is most consistent with its architectural proposal.

The estimated budget of the intervention is €35,348,000 (PEC excluding VAT), and the bids are expected to be close to this figure. In any case, the technical solutions needed for the correct execution of each individual proposal may have an adjustment of no more than 2% from this figure.

B.- Technical Proposal for Urban Planning of Spaces outside the VH Campus:

Quality of the proposal up to 30 points.

Breakdown as follows

a) Quality of the outside spaces up to 10 points.

Marks will be awarded for the architectural interest of the proposal, taking into account the accessibility, different proposed forms of mobility, formal design (materials, street furniture, trees and gardens, lighting, signs) of the interior and exterior layout for movement and stationary behaviour, in relation with the Functional Programme of the Campus.

b) Compliance with the Functional and Mobility Programme up to 8 points.

Marks will be awarded for the quality of the proposals for movement within the campus, skilful proposals for co-existence of different types of mobility, preparation of spaces for uses (movement, stationary, relations between different buildings and different spaces).

c) Sustainability up to 8 points.

The SITES Scorecard (as in Annex 6b) submitted will be examined and reviewed by the

Panel.

The SITES score that is agreed will result in the awarding of the following points:

For a SITES score of less than 70 points 3 points.

For a SITES score of 70 - 72 points 6 points.

For a SITES score of 73 - 74 points 7 points.

For a SITES score of 75 or more points 8 points.

d) Coherence and construction feasibility up to 4 points.

Marks will be awarded to the proposal with the most optimised construction and which is the most efficient in terms of: time / cost / quality / maintenance.

*The minimum score for selection is 55 points.

*Reports and documents that form part of the technical proposal must be authenticated by the author of the project.



ANNEX NUMBER 6

SUSTAINABILITY

A.- LEED Scorecard

This *Scorecard* must be completed in accordance with the following criteria:

- The LEED pre-requisites and credits indicated in grey are related with the location of the project and the requirements of the owner. The proposal need not deal with these prior requirements and credits. The credits highlighted in grey amount to 33 points and are considered obtained by all bids.
- The proposal must satisfy the LEED pre-requisites and credits highlighted in green. To obtain a total of 85 points, the proposal must indicate how it will obtain a total score of at least 52 points. The points that are obtained for the project must be entered in the first column "points".
- The following additional information is needed for the pre-requisites and credits obtained:
 - A reference to the strategy proposed in panel 5 on sustainability.
 - A description of the strategy proposed for each of the pre-requisites and credits, with no more than 80 words per credit/pre-requisite.
 - An estimate of the cost of implementing the strategy. The costs indicated for each of the strategies must be included in the finance project in order to ensure that the proposal is consistent. Sustainability must be achieved within the project budget.

LEED Rating System: <http://www.usgbc.org/credits/new-construction/v4>

B.- SITES Scorecard

This *Scorecard* must be completed in accordance with the following requisites:

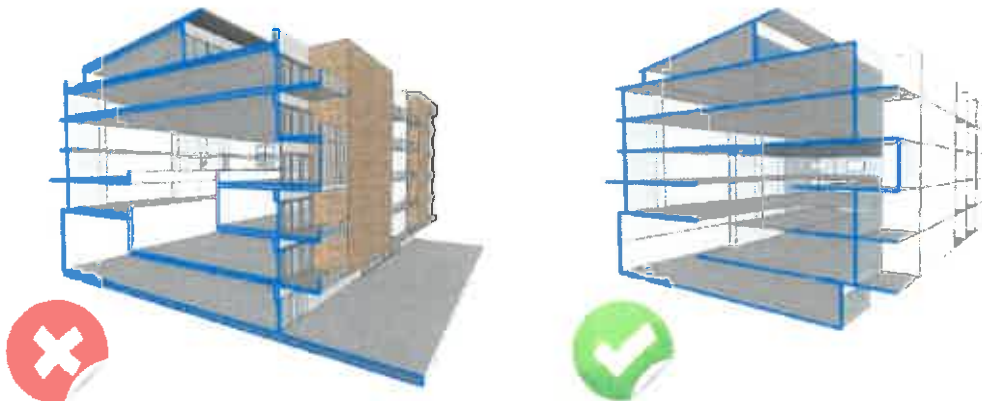
- The SITES pre-requisites and credits highlighted in grey are related with the location of the project and the requirements of the owner. The proposal need not deal with these prior requirements and credits. The credits highlighted in grey come to a total of 28 points obtained by default.
- The proposal must deal with the pre-requisites and credits highlighted in green. The proposal must indicate how it earns a total of 47 points in order to achieve a score of 75 points.
- The following information must be entered in the Scorecard for the pre-requisites and credits to be obtained with the proposal:
 - The total points of the proposal are obtained in the "Y" column.
 - The total points of the proposal are not obtained in the "N" column.
 - A reference to the proposed sustainability strategy in panel 8.
 - A description of the strategy proposed for each of the pre-requisites and credits, with no more than 80 words per credit/pre-requisite.
 - An estimate of the cost of implementing the strategy. The costs indicated for each of the strategies must be included in the finance project in order to ensure that the proposal is consistent. Sustainability must be achieved within the project budget.

SITES Rating System: <http://www.sustainable sites.org/resources>

C.- Guidelines sketchup model

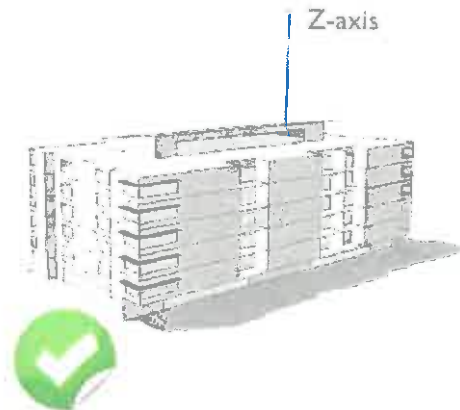
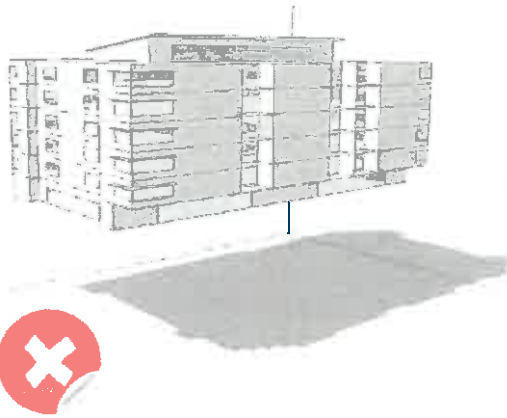
You will submit a *conceptual model of your proposal with simple geometry*. These guidelines describe how to model your project in sketchup in order to make an energy analysis of your proposal.

- Create the “outer shell” of your building with representative glazing; there is no need to model details such as window mullions or changes in material.
- Modelling of the building envelope: any part of the building that separates the internal (conditioned) space from the outside air or ground should be modelled. This includes exterior walls, windows, curtain walls, doors, roofs, and the ground floor.
- The interior walls are treated as ‘adiabatic’ in nature and will not have any heat transfer through them. However, it is important to include key elements inside the building like floors and internal walls, since it will allow us to evaluate daylighting. So make sure to model all your internal elements as thin surfaces
- Your model must use single, thin planes. Do NOT model thicknesses for roofs, walls, floors, glazing, or shading. Information about thermal transmittance of the building envelope elements proposed should be provided separately as part of your energy efficiency strategy.

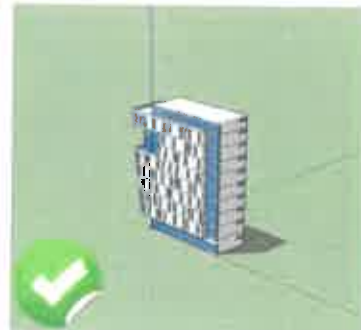
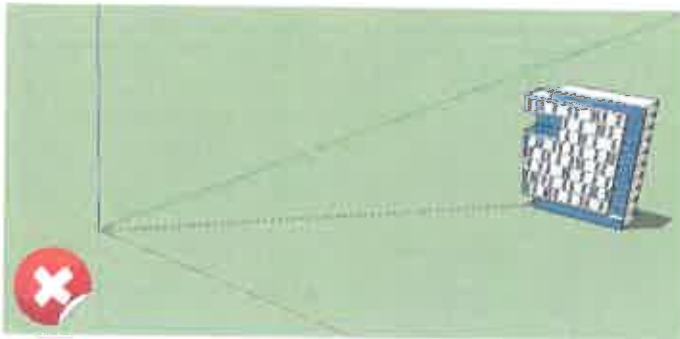


- Place the ground floor at the $Z = 0$ axis

Models should be built up from the $Z = 0$ axis plane. Anything below $Z = 0$ will be considered as sub-grade. Basements should ONLY be modelled if the basement space will be an occupied space and/or a mechanically heated/cooled space.



- Align model with the central axis



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