



TERMS AND CONDITIONS OF THE JURIED DESIGN CONTEST FOR SELECTION AND SUBSEQUENT DEVELOPMENT OF URBAN ART WORKS IN MARCONI INDUSTRIAL ESTATE IN MADRID

I

GENERAL PROVISIONS

1. BACKGROUND AND OBJECTIVES

Madrid City Council, through the Government Department of Economy, Innovation and Employment and under the framework of the public-private partnership platform Madrid Business Forum (Foro de Empresas por Madrid), which is run by the Madrid City Brand and Partnership Office, is launching an "ideas competition", or design contest, for the purpose of selecting art interventions to be created in the Marconi industrial estate in the city of Madrid's Villaverde district.

Inspired by the experiences of other cities that have launched similar art initiatives with excellent results, this project was part of the Madrid Business Forum Action Plan for 2020, adopted in plenary on 30 January of that same year. It aims to revitalise a degraded part of Madrid with social and economic problems that is currently used mainly for industrial and, to a lesser extent, residential purposes.

The current health crisis caused by COVID-19 led the national government to declare a state of emergency by means of Royal Decree-law 463/2020 of 14 March. Initially, it was to last for fifteen calendar days, but the persistence of the crisis has resulted in its extension on a rolling basis.

Given the evolution of this crisis, which has hit the city of Madrid particularly hard, priority has been given to taking exceptional measures to help combat the effects that the pandemic is having at all levels, including the economic sphere, for which purpose powers were granted to the General Coordination Unit for Economy, Trade, Consumer Affairs and Partnership under the Agreement of the Governing Council of the City of Madrid of 27 June 2019.

The national government has introduced numerous measures to help minimise the economic and social impact of COVID-19 in different areas, particularly measures aimed at self-employed workers, SMEs and micro-enterprises. One of the most affected sectors, however, and one for which very few initiatives have been launched so far, is the cultural sector, where activity has practically ground to a halt during the crisis.

It is thus essential to attempt to implement any proposals that facilitate support and revitalisation of a sector that has been particularly devastated, provided that they are also compatible with lockdown easing in the city and can be developed while ensuring safety.



The preliminary aim of the project approved by plenary in Madrid Business Forum is, in addition to encouraging recognition of urban and contemporary artists, to work with neighbourhood associations, local business owners and the owners of affected buildings with a view to fostering rehabilitation of the industrial estate and transforming the urban landscape. Essentially, the idea is to revive the area through the use of art in the street, incentivise the estate's industrial and business activity and foster its rehabilitation by improving its appearance and its practicality or functionality. These goals are indisputably in line with the current situation, as the project will support a unique sector that has been particularly hard hit while increasing the value of one of Madrid's most disadvantaged areas.

2. PURPOSE OF THE JURIED DESIGN CONTEST

These Terms and Conditions aim to lay down the provisions that will govern the design contest, which is supported by a jury and an expert committee and is being launched for the purpose of selecting the most suitable proposals for seven art interventions in the city of Madrid. In this contest, urban art interventions are understood as interventions of a mural or sculptural nature that redefine spaces, using as a medium walls and points of intersection in the Marconi industrial estate and focusing on a single theme: The Future.

2020 marked the 75th anniversary of the UN. It was a year for dialogue as a human family, a family that must come together to talk about priorities and how to build a better future; dialogue in which public art becomes a tool used to send a message.

Accordingly, all of the art interventions must convey a message based on the future and the values we want it to embrace: solidarity, respect, equality, sustainability, social responsibility, etc.

The contest is divided into two lots:

Lot 1	Mural interventions: five walls
Lot 2	Sculptural interventions: two sculptures

3. THEME AND TECHNICAL REQUIREMENTS

For both lots, the ultimate objective of the contest is for the winning designs to eventually be created. To this end, said designs will be completed and turned into viable projects that will be produced and executed by the winning artists, who will be responsible for providing everything required for their physical creation (materials, lifting gear if needed, etc.). The figurative or allegorical theme of the elements in the design must take into account the purpose of the contest and the intended setting of these elements.

Any licences or permits required for wall interventions or sculpture installations will be provided by the district and by Madrid City Council.



All designs must be original, new designs that have not been submitted to other contests and are not, in whole or in part, copied or plagiarised versions of the artists' own works or those of other artists or professionals. Works with content of a political, violent, sexist, obscene or xenophobic nature will not be accepted. The artists will be liable to the City Council and third parties for their fulfilment of the provisions set out in these Terms and Conditions.

The dimensions of the mural art designs must be appropriate for the relevant space. Similarly, the characteristics and dimensions of the sculpture/installation designs must be suitable for the site, setting and characteristics of the space. To this end, and where appropriate, they must take into account the existing ground surface and furniture, in a three-dimensional design whose dimensions may not exceed the limits of available area detailed in Annex III (relating to sites) of these Terms and Conditions.

The designs proposed must convey a positive image of the setting, both in general and when photographed or reproduced using audiovisual techniques, as well as when they are unveiled and thereafter. Designs must be singular and artistic while enhancing the environmental, urban and architectural quality of the envisaged intervention as a whole.

The design based on the theme specified in Point 2 of these Terms and Conditions must be avant-garde and must respect and "activate", in a positive manner, the space it is placed in, furthering the aim of rehabilitating the area with this project.

The design must be clearly discernible enough to enable normal, uncomplicated placement and not require subsequent illumination.

The design's size must take into account the parameters specified above as well as the area of the relevant sites, detailed in Annex III. It must also facilitate its own maintenance and its functionality with respect to the other elements present in the urban environment. A proviso is hereby added to the effect that the list of mural and sculpture sites may be subject to change depending on availability and authorisation by property owners and by Madrid City Council. Should such a change occur, however, other locations would be selected in the vicinity, with the same areas for each category and in similar states of repair.

The budget for creation of the art interventions is the amount stipulated in these Terms and Conditions, including VAT where applicable, funded by Madrid City Council from the Madrid Business Forum budget allocation.

The tender dossier will contain express authorisation by the owners of the properties where the works are to be created or, where appropriate, confirmation of the availability of the public land in question. This will be handled by the contest organiser.

Contest winners must begin to execute their designs at the designated locations, using their own resources, from the day after the date of execution of the contracts associated with the design contest, which will be awarded by negotiated procedure without prior publication of a contract notice. They must finish them within 30 calendar days of their start date for mural interventions and 60 calendar days for sculptural interventions.



The materials employed must be high-quality and suitable for outdoor use, and the artist will guarantee the durability of the mural or sculpture for a period of at least 5 years. Mural interventions must therefore be made with materials such as plastic paint for façades guaranteed to last, in good condition, for at least that amount of time. Other types of materials such as spray paint, enamel paint, etc. may be used, but in no event may they be the main material. They may only be used in a complementary manner to diversify the artistic techniques employed to bring the designs to life.

For the purpose of evaluating an artist's background, murals that have been created solely with spray paints of any kind will thus not be taken into account, as this technique and material will not be used for the murals in this contest. A favourable view will be taken of proposals for murals made with plastic paints, etc., applied using any technique.

For sculptural interventions, the materials used must also guarantee a minimum 5-year period of outdoor durability and conservation.

The works must have a finish that allows easy, hassle-free maintenance by the owners in the event of vandalism or similar acts. Madrid City Council will facilitate this maintenance to the greatest extent possible, and development of a maintenance plan for the different art interventions will be studied. To this end, artists must submit the technical specifications of the materials and techniques employed in their interventions. This technical report may be used, where appropriate, by the City Council to maintain or possibly restore the art intervention should it become necessary.

Photographs of the designated sites are attached to these Terms and Conditions, in Annex III, with the boundaries established for the art interventions marked in red. Furthermore, and bearing in mind that they all have different areas, the following categories have been defined for the mural art contest:

Category 1)	Intervention area: 400 m ² (one wall)
Category 2)	Intervention area: 200 m ² (two walls)
Category 3)	Intervention area: 100 m ² (two walls)

The walls are in a good state of repair for the purpose of hosting a wall intervention, and the artist will adapt and prepare the wall based on the specific needs of the design submitted.

4. LEGAL SYSTEM AND JURISDICTION

This design contest is publicly run and any aspects not provided for in these Terms and Conditions will be governed by the special regulations applicable to design contests ("normas especiales aplicables a los concursos de proyectos") in Subsection 7 of Section 2, Article 183 et seq. of the Law on Public Sector Contracts of 8 November (Ley 9/2017 de Contratos del Sector Público, hereinafter "LCSP"), which transposes into Spanish Law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU of 26



February 2014, as well as by Royal Decree-law 1098/2001 of 12 October, which approves the General Regulations of the Law on Contracts Awarded by Public Authorities (Reglamento General de la Ley de Contratos de las Administraciones Públicas, hereinafter "RGLCAP") for aspects that are not contrary to the provisions of the LCSP, in the absence of subsequent regulatory development of the LCSP, and, likewise, any supplementary legislation that may fall within its scope, provided that it is not contrary to the LCSP.

With respect to the legislative framework, particular account will be taken of Recital 120 of Directive 2014/24/EU, which broadens the traditional scope of design contests.

The contest will be held with the assistance of a jury composed of private individuals with no relation to the participants, which will make its decisions and form its opinions impartially, based on the documents provided by the candidates and the rough project outlines submitted to it anonymously, taking into account solely the criteria set forth in these Terms and Conditions.

In compliance with Article 185.1 of the LCSP, the contest, which is open and public, will consist of two phases and will be held among the candidates that complete the registration process and are admitted on the grounds that they meet the requirements laid down in these Terms and Conditions:

- A first phase in which candidates will be pre-selected based on objective solvency, technical capacity and experience criteria (Pre-Selection Phase, or Phase 1)
- A second phase that will include all candidates that pass Phase 1

This phase will consist of two sub-phases held successively with submissions made anonymously under a slogan. In the first (Sub-Phase A), participants will present their projects in broad strokes, that is, via a motivation letter that gives a rough, succinct overview of their vision for the project, accompanied by up to 6 examples of past projects carried out. In the second (Sub-Phase B), participants will develop a rough version of the project ("Proposal Under a Slogan").

Contracts to execute the project will be awarded by negotiated procedure without prior publication of a contract notice, in accordance with the combined provisions of Article 168.d) and 131.2 of the LCSP.

The parties submit to the contentious-administrative jurisdiction of the courts of the city of Madrid to resolve any disputes that may arise from fulfilment of these Terms and Conditions.

5. CAPACITY REQUIREMENTS FOR PARTICIPATION IN THE CONTEST

All natural or legal persons with full legal capacity to act and the financial, technical and professional capacity required under these Terms and Conditions may take part in this contest, provided that they meet the following criteria:

- Participants must be at least 18 years old.



- Any person or art collective may enter the contest, irrespective of their nationality or place of residence.
- Participants must belong to the “artistic creation” sphere, and may be artists or art collectives. The latter may have no more than four members. If the participant is a team of artists or an art collective, one member of the group must be specified as the artistic director on the contest participation application.

The organisers reserve the right to request from participants any documentation they consider appropriate for the purpose of verifying fulfilment of the required criteria.

Each person or entity taking part in the contest may submit only one application.

Each participant may belong to no more than one entity. Non-compliance with this condition will result in rejection of all applications or proposals that involve the participant.

Winning candidates that are awarded a contract in accordance with these Terms and Conditions must be natural or legal persons whose business purpose or activity is directly related to the purpose of the contract. They must also have sufficient staff and resources to duly implement the contract.

In any event, participation requirements will be governed by the provisions of Articles 65 to 70 of the LCSP, i.e., participants may be natural or legal persons either Spanish or foreign, provided that they are not subject to disqualification due to ineligibility, a duty to refrain from tendering or a prohibition on participating in public sector contracts (Art. 71 of the LCSP).

6. INELIGIBILITY AND DUTY TO REFRAIN

Natural or legal persons in the following situations may not participate in the contest:

- Members of the jury and, in relation to said members: their first-degree relatives; their spouses or cohabiting partners in an analogous relationship; and people with whom they have ongoing business relationships.
- Companies or entities in which any of the aforementioned persons have a stake.

Without prejudice to the foregoing as it relates to members of the jury, as a general rule the provisions of Article 23 of the Law on the Legal System of the Public Sector of 1 October (Ley 40/2015 de Régimen Jurídico del Sector Público) will apply as regards the duty to refrain.

7. REMUNERATION FOR FINALISTS AND WINNERS

7.1.Sums



A maximum of fifteen and a minimum of three participants will be selected to advance to the contest's Under a Slogan Phase, or Sub-Phase B, for Lot 1 (five mural interventions), and a maximum of five and minimum of three for Lot 2, (two urban sculptures).

A maximum of five proposals will be chosen as winners for Lot 1, and a maximum of two for Lot 2.

All finalists who do not go on to win the contest will receive a cash prize, in accordance with the combined provisions of Articles 183.2, 184.2 and 185.3 of the LCSP, of 1,240 euros plus 21% VAT (€260.40), that is, 1,500.40 euros in total.

The seven winners of the contest (five mural interventions and two sculptural interventions) will receive a cash prize of 5,000 euros plus 21% VAT (€1,050), that is, 6,050 euros in total.

In connection with the winning art intervention proposals, Madrid City Council undertakes to award a service contract to their creators for their physical execution, to scale. Said contract will be awarded following negotiation, without prior publication, of the financial and technical aspects defined in the tendering specifications which will govern the relevant contract. The contract will describe the requirements and characteristics of the service to be provided.

The contest may be declared unsuccessful in the event that, in the opinion of the jury, none of the proposals submitted adequately achieves the contest's objective.

7.2. Budget for Creation of the Art Interventions

The total price of the service of creating each of the five mural interventions that comprise Lot 1, including all necessary materials (scaffolding, permits, cranes and other execution costs), may not exceed the following amounts:

Category	Area	Price (€)	VAT (21%)	Total including VAT (€)
1	400 m ²	25,000.00	5,250.00	30,250.00
2	200 m ²	15,000.00	3,150.00	18,150.00
3	100 m ²	10,000.00	2,100.00	12,100.00

The total price of the service of creating each of the urban sculptures that comprise Lot 2, including all necessary materials, may not exceed the amount of 30,000 euros plus 21% VAT of €6,300, that is, 36,300 euros including VAT per sculpture.

The winners of the contest, if applicable, will be awarded the service contracts for physical execution of each of the seven art interventions pursuant to the provisions of



Article 168.d) of the LCSP, and the 6,050 euros including VAT received earlier as a cash prize will be deducted from the total price of each contract.

The estimated value of this design contest is therefore 75,000 euros excluding VAT for the mural interventions and 60,000 euros excluding VAT for the sculptural interventions. This amounts to 135,000 euros plus 21% VAT of €28,350, that is, a total cost of 163,350 euros including VAT payable to the contest's winners. In addition, a combined sum of 19,505.20 euros including VAT will be paid as cash prizes to the finalists, bringing the total value of the contest to 182,855.20 euros. Consequently, in accordance with the provisions of Articles 183.4 and 22.1.b) of the LCSP, this contract is not subject to harmonised regulation as its value does not exceed the minimum threshold laid down for public bodies other than the Central State Administration, its Autonomous Bodies or Social Security Management Agencies and Common Services.

7.3. Invoicing

After the design contest has finished, the remuneration detailed above will be paid to the parties in question upon presentation of the relevant invoice, issued for "Participación y selección como ganador en el concurso de ideas para el desarrollo de obras artísticas en el polígono Marconi de Madrid",¹ for winners, and "Participación y selección como finalista en el concurso de ideas para el desarrollo de obras artísticas en el polígono Marconi de Madrid", for finalists.² Invoices from contest winners for execution of the art works will be paid upon completion of said works, pursuant to the terms of the contract awarded to each winner by negotiated procedure without prior publication.

Invoices must be sent to the contest organiser: Coordinación General de Economía, Comercio, Consumo y Partenariado.³

Invoices should be made out to:

AYUNTAMIENTO DE MADRID
ÁREA DE GOBIERNO DE ECONOMÍA, INNOVACIÓN Y EMPLEO
COORDINACIÓN GENERAL DE ECONOMÍA, COMERCIO, CONSUMO Y PARTENARIADO
OFICINA DE PARTENARIADO Y MARCA MADRID
C/ Príncipe de Vergara, 140
28002 Madrid, Spain

CIF: P2807900B

For invoices submitted via the FACE system, the required codes are:

¹ English translation: "Participation and selection as a winner in the design contest for the development of art works in the Marconi industrial estate in Madrid"

² English translation: "Participation and selection as a finalist in the design contest for the development of art works in the Marconi industrial estate in Madrid"

³ English translation: General Coordination Unit for Economy, Trade, Consumer Affairs and Partnership



AREA DE GOBIERNO DE ECONOMÍA, INNOVACIÓN Y EMPLEO

DIR3: LA0014197

Oficina contable: Intervención Delegada en Economía, Innovación y Empleo

DIR3: LA0008535

Unidad tramitadora: COORDINACIÓN GENERAL DE ECONOMÍA, COMERCIO,
CONSUMO Y PARTENARIADO/OFICINA DE PARTENARIADO Y MARCA MADRID

DIR3: LA0014199

Invoices submitted by candidates selected to take part in Sub-Phase B Under a Slogan must be submitted within ten days of their selection, or of declaration of the contest as unsuccessful, and must be accompanied by proof that their proposal was submitted before the deadline stipulated in these Terms and Conditions.

8. BUDGET ALLOCATION

A budgetary provision allocated to the Madrid Business Forum budget has been made to cover financial obligations arising from procurement of the service in question and compensation for expenses incurred during the contest, funded respectively from municipal budget allocations 001/140/924.02/640.01 "Intellectual Property" and 001/140/924.02/227.06 "Studies and Technical Work".

II

CONTEST DECISION PROCEDURE

9. FINANCIAL AND TECHNICAL CAPACITY REQUIREMENTS

9.1. Reliance on External Resources for Capacity Requirements

To prove that they satisfy the financial and technical capacity requirements, contest participants may rely on the capacity and resources of other entities, regardless of the legal nature of the links they have with them, provided that they demonstrate that said capacity and resources will be at their disposal for the entire duration of provision of the service, and that the entity in question is not prohibited from participating in contracts.

Participants competing as temporary consortiums ("uniones temporales") as per the provisions of Article 69 of the LCSP may also rely on capabilities outside of the temporary consortium, under the same conditions stipulated above.

Participants in the design contest may thus prove that they satisfy the specific economic, financial and technical or professional capacity requirements set out below for each lot by bringing to bear the capacities and resources of other entities.



In compliance with Article 75.1 of the LCSP as it relates to relevant professional experience, participants in the design contest may only bring to bear the capacity and resources of other entities if said entities will be providing the services for which the capacity and resources are necessary.

9.2. Requirements

In accordance with Article 162 of the LCSP, the financial and technical capacity requirements for the two lots are the same, and eligibility must be proven by the following means:

Economic and Financial Capacity: Art. 87.1.a) LCSP

This capacity must be demonstrated pursuant to Article 87.1.a) of the LCSP, i.e.: submission of proof of annual turnover, or annual turnover in the area covered by the contract, for the most lucrative of the past three financial years available, depending on the date on which the company was set up or the owner started trading and the tender submission date.

Turnover: The candidate must demonstrate turnover of at least €5,000 excluding VAT in the most lucrative of the past three available financial years (2018, 2019 and 2020), received for the provision of services in the area covered by the contract.

This will be demonstrated via a sworn declaration by the business owner which specifies the company's overall turnover or, where applicable, its activity-specific turnover. In any event, registration in the Official Register of Public Sector Tenderers and Classified Companies (Registro Oficial de Licitadores y Empresas Clasificadas del Sector Público) will serve as proof of the business owner's economic and financial capacity, which will be assessed using the data recorded in said Register, unless it is proven to be incorrect. In the event that this data is not contained in the ROLECE, the aforementioned sworn declaration must be submitted.

Technical Capacity: Art. 90.1.a) LCSP

For both types of intervention (Lot 1 and Lot 2), candidates must provide proof that they have at their disposal the resources and technical capacity to perform the services described in the Terms and Conditions in the manner specified therein. They must also have experience providing similar services. Candidates must also provide proof of their ability to use any specific machinery necessary for the art intervention in the event that it is required (lifting gear, crane operator certification, etc.).

Similar services will be understood as services whose purpose is the creation and development of urban art projects.

For this purpose, the candidate must submit the following information:

- Name of candidate and contact details



- A list of jobs carried out within the past three years on urban landscape art projects

For the list of similar jobs or services performed, if the recipient was a public body evidence must be provided in the form of certificates issued or endorsed by the relevant authority. If the recipient was a private party, a certificate issued by said party must be submitted or, in the absence thereof, a declaration by the business owner accompanied by any documents available that offer proof that the job or service was provided.

For technical capacity to be considered proven, the annual earnings from such work in the most lucrative of the past three years (2019, 2020 and 2021) must have been at least 5,000 euros excluding VAT.

Newly Created Companies: Article 90.1.h) LCSP

Newly created companies or individuals who have recently begun their activities, that is, those who have been active for less than five years, must provide evidence that they satisfy the technical capacity requirements for both lots as provided for in Article 90.1.h) of the LCSP, i.e. by a sworn declaration specifying the machinery, material and technical equipment that will be at their disposal for the purpose of providing the service, with the relevant supporting documentation attached.

For technical capacity to be considered proven, candidates must have at their disposal, either through ownership or under a licence, at least one of each of the following tools: image editing software, both raster-based (Photoshop or equivalent) and vector-based (Illustrator or equivalent), desktop publishing software (InDesign or equivalent) and the computer equipment necessary to design the project.

10.SUBMISSION OF APPLICATIONS TO TAKE PART IN THE CONTEST

10.1. Notices:

The design contest will be announced on Madrid City Council's website and on the Public Sector Procurement Platform (PLACSP), where its Terms and Conditions and other relevant information can be viewed pursuant to the terms of Article 135 et seq. of the LCSP.

In addition, publication of the notice will be followed by its mass dissemination by the contracting authority, by any means it can justify.

10.2. Submission of Documents:



All envelopes, each at the relevant time in keeping with the progression of the contest's phases, must be submitted in the manner, time frame and place stipulated in the tender notice published on the Public Sector Procurement Platform (PLACSP), specifically, to the Servicio de Contratación de la Secretaría General Técnica del Área de Economía, Innovación y Empleo (Subdirección General de Coordinación de los Servicios),⁴ located at no. 140 in Calle Príncipe de Vergara, 28002 Madrid, between 9am and 2pm.

Applications submitted elsewhere will not be accepted, except as otherwise provided for in Article 80 of the RGLCAP as regards the sending of applications by post, in which case the applicant must provide evidence, with the relevant confirmation, of the date the application was sent and, on that same day, notify the email address specified in the notice that the proposal was sent. If these requirements are not met, applications received past the deadline stipulated in the participation notice will not be accepted. Notwithstanding the above, no applications sent by post will be accepted if ten calendar days have lapsed since the deadline.

If the submission deadline should fall on a Saturday or Sunday, the deadline will be understood to be extended to the next working day.

Each participant may submit no more than one participation proposal, either individually or as part of a temporary consortium. If a proposal has been submitted individually, another may not be submitted as part of a temporary consortium, nor, where applicable, may the participant belong to more than one entity. In such an event, all proposals signed by said participant will be rejected.

Submission of an application to take part in the contest entails unconditional acceptance by the participant, with no reservations or qualifications, of all of these Terms and Conditions.

10.3. Documents to be Submitted:

Parties that wish to take part in the design contest must submit, along with the registration form (Annex I), three sealed envelopes, each one at the relevant time in keeping with the progression of the contest's phases:

10.3.1. ENVELOPE A - FINANCIAL AND TECHNICAL CAPACITY FOR PHASE 1, or the PRE-SELECTION PHASE

The following text must be written on the front of ENVELOPE A exactly as shown below:

⁴ English translation: Procurement Services Unit of the General Technical Secretariat of the Department of Economy, Innovation and Employment (Subdirectorato General for Coordination of Services)



BOLETÍN DE INSCRIPCIÓN Y SOLVENCIA PARA TOMAR PARTE EN EL CONCURSO DE PROYECTOS CON INTERVENCIÓN DE JURADO PARA LA SELECCIÓN Y POSTERIOR DESARROLLO DE OBRAS ARTÍSTICAS DE ARTE URBANO EN EL POLÍGONO MARCONI DE LA CIUDAD DE MADRID⁵

Inside the envelope, candidates must include all documentation providing evidence that they satisfy the financial and technical capacity criteria for entry to the next phase of the contest:

- Registration form, signed by the company's legal representative or an employee with sufficient authority to do so (Annex I), stating the company's desire to compete in Lot 1 or Lot 2. Participation in one lot does not preclude participation in the other, that is, the same person or entity may apply for both, although different proposals must be submitted for each one independently of the other.
- Proof of financial and technical or professional capacity as required by Section 9 of the Terms and Conditions, demonstrated pursuant to the stipulations of said Section
- Declaration of honour, signed by the company's legal representative, warranting fulfilment of all legal and administrative criteria required under the Terms and Conditions for participation in the contest (Annex II)

10.3.2. ENVELOPE B - Documents for SUB-PHASE A UNDER A SLOGAN

Envelopes B and C must strictly adhere to the guarantee of anonymity laid down in these Terms and Conditions. In view of this, they must be submitted as per the criteria set out below:

Documents must be submitted in a single sealed, opaque envelope or package (ENVELOPE B), on the front of which the following text must be written exactly as it appears below:

DOCUMENTACION PARA TOMAR PARTE EN LA SUB-FASE A) CONCURSO DE PROYECTOS CON INTERVENCIÓN DE JURADO PARA LA SELECCIÓN Y POSTERIOR DESARROLLO DE OBRAS ARTÍSTICAS DE ARTE URBANO EN EL POLÍGONO MARCONI DE LA CIUDAD DE MADRID⁶

⁵ English translation: “**REGISTRATION FORM AND PROOF OF CAPACITY FOR THE PURPOSE OF TAKING PART IN THE JURIED DESIGN CONTEST FOR THE SELECTION AND SUBSEQUENT DEVELOPMENT OF URBAN ART WORKS IN THE MARCONI INDUSTRIAL ESTATE IN THE CITY OF MADRID**”

⁶ English translation: “**DOCUMENTATION TO TAKE PART IN SUB-PHASE A OF THE JURIED DESIGN CONTEST FOR THE SELECTION AND SUBSEQUENT DEVELOPMENT OF URBAN ART WORKS IN THE MARCONI INDUSTRIAL ESTATE IN THE CITY OF MADRID**”



In this envelope, candidates must provide documents that allow assessment of their ability to undertake the urban art creation project, specifically:

- A motivation letter, which may not contain any identifying information or signs, in which candidates give a succinct, rough outline of their vision for the project and the goals to be achieved. The purpose of this letter is not to define the project or present the proposal.
- This motivation letter must be accompanied by:
 - Submission of up to six examples of urban art intervention projects (either mural art or urban sculptures) created within the past three years
- An identifying envelope: a white, sealed, anonymous DL envelope without a window, which may not display any marks or characters that would enable the candidate to be identified. This envelope must contain a DIN A4 sheet of paper, which will serve as the Participant ID Sheet, on which the following information must be specified:
 - The chosen slogan, which must be different to the slogan selected by the same candidate for the purpose of taking part in SUB-PHASE B
 - Name of candidate(s) and of the team representative, if applicable
 - Names of the other members of the team, if applicable

The slogan under which the candidate or group will be competing may only be indicated on the envelope's upper left corner

10.3.3. ENVELOPE C – Documents for the PROPOSAL UNDER A SLOGAN PHASE, or SUB-PHASE B

Similarly, ENVELOPE C must scrupulously respect the guarantee of anonymity laid down in these Terms and Conditions, for which reason it must be submitted as per the criteria set out below:

10.3.3.1. Proposal format (ENVELOPE C)

Documents must be submitted in a single, sealed, opaque envelope or package marked with the text **“PROPUESTA DE INTERVENCION ARTÍSTICA MURAL”**,⁷ for mural art interventions, or **“PROPUESTA**

⁷ English translation: MURAL ART INTERVENTION PROPOSAL

DE INTERVENCION ARTÍSTICA ESCULTÓRICA”,⁸ for sculptural interventions. This envelope or package must in turn contain:

- One envelope for each art proposal being entered in the contest. Each of these envelopes must be identified with the slogan chosen by the participant, followed by the numbers 1, 2, 3, etc. in keeping with the number of proposals being submitted.
- All selected candidates must submit each proposal in two formats:
 - Digital format (PDF or JPG). Maximum size 5MB.
 - Paper format, as per the following instructions:

Loose sheets of DinA4 paper printed on one side only in Spanish, and easily legible. Spiral or ring binding should be avoided. A Table of Contents may be added for organisational purposes, or binding that allows for easy disassembly. To group pages together, use clips or other easily removable items. All documents must be numbered and appropriately identified with the proposal slogan.
- For each individual proposal, the envelopes described above must contain the following:
 - A conceptual and technical description of the project proposed for development, accompanied by pictures, drawings and other documents necessary to enable its comprehension (a legend for the design submitted and a rationale with reference to the project's theme)
 - Time frame for creation, production and installation
 - A brief Technical Specifications Report
 - A page containing a breakdown of the budget for creating the mural intervention or sculpture, which may not exceed the amounts stipulated for each of them
 - Any other information relating to conceptualisation and execution of the work that is considered relevant
- An identifying envelope: a white, sealed, anonymous DL envelope without a window, which may not display any marks or characters that would enable the candidate to be identified. A DIN A4 sheet of paper must be placed inside the envelope, to serve as the

⁸ English translation: SCULPTURAL ART INTERVENTION PROPOSAL



Participant ID Sheet. The following information must be specified on this sheet:

- The chosen slogan
- Name of candidate(s) and of the team representative, if applicable
- Names of the other members of the team, if applicable

The slogan under which the participant or group will proceed may only be indicated on the envelope's upper left corner. If the candidate wishes to remain anonymous in the event that their proposal does not win the contest, this wish must be indicated by writing the word "ANONIMO" under the slogan, in print letters.

10.3.4. Administrative Documentation

Contest winners must provide evidence of their ability to participate in public contracts by submitting the following documents:

- National ID card or equivalent document providing proof of the identity of the person who has signed the participation application. Foreign residents must submit a copy of their residence and work visas.
- For business owners who are legal persons, articles of association and any amendments filed with the Registrar of Companies (Registro Mercantil), where doing so is required under the applicable commercial legislation. If this is not the case, articles of association or document of incorporation, company statutes or founding documents that describe the rules that govern the company's activity, filed, where required, with the relevant official Registrar.
- Non-Spanish companies from Member States of the EU or EEA must submit a document, duly translated into Spanish, providing proof of their registration in the registrars listed in Annex I of the RGLCAP, or submit the certificates stipulated in said Annex for the relevant type of contract.
- When legislation in the Member State where the company is incorporated requires special authorisation or membership of a given organisation for the service in question to be legally provided in that Member State, the company must provide evidence that it meets this requirement.
- Natural or legal persons in countries that aren't EU Member States must provide a report from the relevant permanent Spanish diplomatic mission, alongside the documentation submitted and duly translated into Spanish, attesting that the country where the foreign company is incorporated allows Spanish companies to participate, in a manner substantially similar, in government procurement procedures and to enter into contracts with public



sector bodies, organisations and entities comparable to those stipulated in Article 3 of the LCSP.

- If the tenderer is acting via a representative, said representative must submit a power of attorney detailing the scope of his or her power to tender, certified by the Municipal Legal Advice Service (Asesoría Jurídica Municipal) with a statement of validity attached
- A declaration of honour from the tenderer stating that none of the circumstances giving rise to a prohibition on participating in contracts under Article 71 of the LCSP apply
- A declaration confirming the tenderer is up to date with all legally imposed tax obligations to the State, to Madrid City Council and to the Spanish Social Security scheme, without prejudice to proof of fulfilment of these obligations being required before a contest winner is awarded the services contract

In such an event, and for this purpose, winners must submit a certificate issued by the aforementioned government bodies. The certificate from Madrid City Council will be requested ex officio by the contracting authority.

- Confirmation of registration for the Spanish tax on economic activities (I.A.E.) and a corresponding statement of validity
- Details of the candidate's name, address, telephone number and email address
- Business owners that wish to compete as part of a temporary consortium must submit a written pledge to form an official joint venture should they be awarded the contract. When two or more companies submit a joint tender, each one will accredit their own legal status and capacity, and a description of the name and circumstances of each company that signs the tender must be submitted. This description must also specify the nature of each company's participation, and must designate a person or entity to act as sole representative of all of the companies before the contracting authority.
- Foreign companies must include a declaration consenting to submit to the jurisdiction of all applicable Spanish courts for any disputes directly or indirectly arising in relation to the contract. Similarly, they must waive, where applicable, their right of recourse to any other foreign jurisdiction that may apply.

11. CONTEST PROCEDURE

Within a period of TWENTY WORKING DAYS of publication of the design contest notice, interested parties must submit their participation applications (ENVELOPE A) and attach the documents set out in Point 10.3.1 of these Terms and Conditions.



Before the jury begins to consider the proposals, selection will be carried out in Phase 1, or the Pre-Selection Phase, by a Technical Committee appointed to support the jury. This Committee will verify candidates' satisfaction of the financial and technical capacity criteria for participation detailed in these Terms and Conditions, as well as the declarations of honour warranting that candidates are eligible to enter into contracts.

All candidates who meet these criteria will proceed to the next phase (Sub-Phase A), except where they expressly withdraw from the contest.

This Committee will be composed of the Head of the Economic-Administrative Management and Private Sector Service of the Madrid City Brand and Partnership Office, the Head of the Economic Regime, Procurement and Common Services Unit and the Head of the Procurement and Common Services Unit of the General Technical Secretariat of the Department of Economy, Innovation and Employment. The role of Committee Secretary will be served by one of the members of said Committee.

Once the participation application deadline has passed, the Technical Committee will perform an internal review of the documentation submitted by the tenderers. If any correctable errors or omissions are observed, the Committee will notify the relevant candidate by email. A note will be made thereof in the tender dossier, and the candidate will have a period of no more than three working days to correct the problem. In the event that the deadline falls on a Saturday or Sunday, it will be extended to the next working day. Notwithstanding the foregoing, if a tenderer's documentation contains faults or omissions that cannot be corrected, said tenderer will not be admitted to the tender procedure.

Notification of the opportunity to correct any errors or omissions may be made by email or by any means of communication that provides a record thereof to the person designated by the candidate. If communication cannot be established, it will be deemed to have been attempted to no avail.

After the Technical Committee has checked all applications to verify compliance with the requirements, the City Council will publish the list of admitted tenderers in the Contractor Profile of the State Public Sector Procurement Platform (PLACSP), and will notify tenderers who have not been admitted, specifying the reasons in each individual case.

After the end of Phase 1, or the PRE-SELECTION PHASE, tenderers suitable for progression to the next phase must submit the required documents (ENVELOPE B – Section 10.3.2 of the Terms and Conditions) within 15 CALENDAR DAYS of publication of the list of admitted tenderers on the State Public Sector Procurement Platform (PLACSP).

The opening of the envelope for the purpose of assessing its contents will be announced on the Public Sector Procurement Platform (PLACSP).

The jury will evaluate the candidates, scoring them using the criteria set out below. The twenty candidates with the highest scores (fifteen for Lot 1 - mural art - and five for Lot 2 - urban sculptures) will be selected as finalists and invited to take part in the next phase (Sub-Phase B, or the PROPOSAL UNDER A SLOGAN PHASE).

Professionals and companies will be invited to take part in the Proposal Submission Under a Slogan Phase (Sub-Phase B) based on assessment of criteria relating to the



information submitted to provide a picture of the technical, economic and financial capacity at their disposal for the purpose of creating art works to revitalise the Marconi industrial estate in the city of Madrid.

11.1. Evaluation Criteria for Entry into the Proposal Submission UNDER A SLOGAN Phase

Each of the following aspects will be evaluated, for a maximum overall score of 100 points.

- Motivation letter (up to 35 points)
- Representative designs created within the past three years (up to 65 points)

Candidates will be chosen to advance to the project creation phase based on the following criteria:

- Motivation letter: the project vision and the method for bringing it to life will be evaluated
- Representative examples: The jury will evaluate the formal execution of the examples submitted, namely the use of resources and techniques employed and the soundness, innovation, originality and personality of the proposals. On a conceptual level, the jury will evaluate creativity as a generator of solutions to the problem of regenerating and revitalising the urban space where the interventions will be located.

With these criteria in mind, the jury will hold three elimination rounds:

- An initial elimination round in which the jury members will have unrestricted voting rights, that is, they may directly eliminate as many proposals as they deem appropriate, without the need to score them. Proposals supported by votes from at least half the jury will advance to the next round.
- A second elimination round in which each member of the jury will also have unrestricted voting rights, and proposals supported by votes from at least half of the jury will advance to the next round.
- A third round in which each member of the jury will score the different proposals as he or she sees fit, inside the upper and lower limits for each aspect. This round will end with selection of the finalists who, in order of score and under the provisions of these Terms and Conditions, will develop the project proposal in the Under a Slogan Phase, or SUB-PHASE B.

A maximum of fifteen and a minimum of three candidates for Lot 1 and a maximum of five candidates and a minimum of three for Lot 2 (Article 185.3 LCSP) will be selected in Sub-Phase A in order of their respective scores, based on the criteria set out above. These candidates must provide written confirmation of their acceptance of the invitation to take part in the Under a Slogan Phase, or Sub-Phase B, within five



working days of receipt thereof, as only professionals and/or companies that have been invited based on the jury's selection process and have accepted the invitation will be able to participate in this phase.

If a candidate does not confirm their participation within five working days of the stipulated deadline, the Technical Committee may invite another candidate to replace them provided that the new candidate's score is at least seventy points and that protocol for order of selection (based on highest to lowest score) is strictly adhered to. Notwithstanding the above, given that Article 185.3 of the LCSP requires a minimum of three candidates, this requirement will be fulfilled under all circumstances, in strict order of score from highest to lowest, even if a minimum score of 70 points is not achieved, provided that, with the aim of ensuring a minimum acceptable level of quality, the score of any potential candidate is not below 50 points.

In the event that implementing this protocol results in the selection of less than three candidates that meet the score criteria, in compliance with the combined provisions of Articles 187.10 and 162.2 of the LCSP the contest may continue if there are at least two candidates that meet the criteria. Candidates who did not apply to take part in the contest or who do not possess the minimum criteria required may not be invited to participate. In the absence of two eligible candidates, the contest will be declared unsuccessful.

The candidates selected in the mural art lot must submit at least one and at most five proposals (one for each of the five possible locations). Those selected in the urban sculptures lot must submit at least one and at most two (one for each possible locations). These two lots are not mutually exclusive; the same artist can take part in both of them. If the artist wins in both lots, the corresponding remuneration for each will be cumulative.

Candidates must submit their proposals within the submission period specified, which will be at least 20 and no more than 45 calendar days of the deadline for acceptance of the invitation to take part in the final phase of the contest.

11.2. Guarantee of Anonymity in the "Under a Slogan" Phase:

Work will be submitted under the slogan chosen by each candidate, which must be different in SUB-PHASES A and B and must appear on all relevant documents in such a way as to keep the candidates anonymous.

To ensure anonymity, proposals must be submitted in **a single package, envelope or box** whose exterior is marked with the following text, as described in Sections 10.3.2 and 10.3.3.1 of these Terms and Conditions: On ENVELOPE B, "DOCUMENTACIÓN PARA TOMAR PARTE EN LA SUBFASE A) CONCURSO DE PROYECTOS CON INTERVENCION DE JURADO PARA LA SELECCIÓN Y POSTERIOR DESARROLLO DE OBRAS ARTÍSTICAS DE ARTE URBANO EN EL POLÍGONO MARCONI DE LA CIUDAD DE MADRID", and on ENVELOPE C, either



“PROPUESTA DE INTERVENCIÓN ARTÍSTICA MURAL”, if it’s a mural art proposal, or “PROPUESTA DE INTERVENCIÓN ARTÍSTICAS ESCULTÓRICA”, if it’s a sculptural intervention. Any other information that appears on the package, envelope or box will result in its exclusion. Likewise, proposals will be excluded if any identifying information or signs are found on the outside of the envelopes that these packages, envelopes or boxes contain, which in turn contain the graphic proposal(s) or Participant ID sheets.

In the event that a proposal is submitted by post, anonymity must be preserved by ensuring that no information is shown about the person or company that sends the proposal. The presence of any such information will cause the proposal to be rejected.

The Technical Committee that supports the jury will open boxes or packages and will keep the envelopes received as the contest progresses until the deadline, ensuring anonymity. This includes anonymous envelopes inside which participants’ details are found, which will not be opened until the jury has issued its decision for each of the relevant contest phases.

11.3. Exclusion:

Any proposals submitted after the deadline, or which do not ensure anonymity, will be excluded from the contest. Similarly, all proposals subject to the following circumstances will be excluded as the jury deems appropriate:

- Non-compliance with any of the Terms and Conditions set forth in this document
- Breach of anonymity, either through revelation of the slogan by any means or through submission of graphic elements that identify the creator of the proposal
- Submission of work that has already been created or disseminated, or dissemination of submitted proposals before the final contest decision has been announced
- The existence of inaccuracies or blatant contradictions in the proposal's content
- Failure to include documentation required for adequate evaluation of the proposal

11.4. Evaluation Criteria in the “Under a Slogan” Phase:

Anonymous “Open Court”:

The twenty proposals chosen as finalists will be exhibited anonymously to a public audience for a maximum period of 7 days, either in a place suitable for this purpose in the area where they will ultimately be located, or digitally, via the profiles of the associations in the Marconi subdivision and on social media, to allow votes to be cast by political representatives, representatives from Madrid Business Forum, City Council



management staff involved in the project, local groups and organisations, neighbourhood associations and any other stakeholder with a direct or indirect relationship to the artistic piece and the geographic area where it will be located. Votes may be cast, if so desired, for one or more of the pieces displayed. These votes will account for 15% of the proposals' final score.

Once the anonymous open court has ended, the jury will evaluate the proposals submitted by the twenty finalists (fifteen for Lot 1 and five for Lot 2), taking into consideration the purpose of the design contest.

The ceremonial opening of Envelope C for evaluation of its contents at a later date will be announced on the Public Sector Procurement Platform (PLACSP).

The artistic and technical quality of the proposals will be evaluated based on the following criteria for both lots:

Evaluation Criteria	Points
Quality and coherence of the idea with respect to the proposal's suitability and appropriateness for the setting, improvement of the urban landscape and integration into the surrounding environment	25
How the art work responds conceptually to the community setting (proposals will be scored proportionately from highest to lowest based on the votes attained in the local exhibition to be held for this purpose)	15
Originality of the idea, artistic quality and appropriateness to the specific theme	15
Characteristics of the materials to be used, so as to ensure a durability of at least 10 years (to be scored proportionately from highest to lowest)	15
Sustainability criteria with regard to safety, maintenance, conservation and accessibility	10
Technical feasibility	15
Financial feasibility	5

Each member of the jury will use these criteria to independently and confidentially score the above aspects of every proposal submitted. A final score will then be



calculated for each by adding up the scores received for each criterion, taking into account that the score for the second criterion (conceptual response of the artwork to the neighbourhood community) is determined by the votes received in the anonymous open court where all proposals that reach this phase of the contest will be displayed.

The winning proposal will be the one with the highest aggregate score after the respective scores of each jury member are tallied.

In the event of a tie between two or more proposals, the jury will re-evaluate the proposals with identical scores, using the same criteria as it did for the first evaluation. If the tie persists after the second evaluation, the chair of the jury may exercise his or her discretion to select the winning design.

Within 10 working days of opening the envelopes, the jury will announce the contest decision and the name of the winner.

The jury may declare the contest unsuccessful if it does not consider any of the proposals to possess the minimum standard of quality required.

Similarly, the City Council reserves the right not to collaborate with the designer for the purpose of designing the final work, and the right for technical staff from the Directorate-General for Cultural to provide support and collaboration.

12. JURY COMPOSITION AND OPERATION

12.1. Composition

The jury will be composed mainly of prestigious industry professionals with technical backgrounds. Its members will be:

- Chair: General Coordinator of Economy, Trade, Consumer Affairs and Partnership
- One representative from the Directorate-General for Cultural Heritage
- The Director General of Public Space, Works and Infrastructure, attached to the Government Department of Urban Development, or a person delegated thereby
- Two representatives from the Madrid City Brand and Partnership Office
- Two representatives from Madrid Business Forum
- The director of a contemporary art centre run by Madrid City Council (Matadero or CentroCentro)
- Four expert contemporary art professionals, chosen independently from among artists, art critics, curators and art historians



The person designated by the General Coordinator of Economy, Trade, Consumer Affairs and Partnership will act as secretary of the jury, attending its sessions with the right to speak but not to vote.

A list of the names of the jury members will be published on Madrid City Council's website and on the Public Sector Procurement Platform (PLACSP) with sufficient notice to allow any potential recusals to be dealt with.

12.2. Functions

Using its own discretion, and for a maximum overall score of 100 points, the jury will:

- Evaluate the motivation letter and representative examples in Sub-Phase A
- Analyse rough project outlines submitted by candidates in the Under a Slogan Phase, or Sub-Phase B
- Ensure adequate compliance with the stringent anonymity protocol that must be used when assessing proposals
- Choose the winning proposals, which will be those that are most appropriate to the contest's purposes, or declare the contest unsuccessful
- Decide any questions regarding interpretation of the contents of these Terms and Conditions, as well as any other contest-related aspects for the purpose of enabling a final decision to be made

12.3. Procedures

The provisions of Article 187 of the LCSP and, additionally, those of the rules on the procedures of collegial bodies set forth in the Law on the Legal System of the Public Sector of 1 October (Ley 40/2015 de Régimen Jurídico del Sector Público) will apply. In accordance with the provisions of Article 17.1 of the latter, said bodies may be set up and convened, hold sessions, adopt agreements and send out minutes of meetings, either in person or remotely.

For the latter, electronic means, including telephone and audiovisual resources, which will also be construed as such, must be used to ensure members' identities, the contents of their statements at the time they are made, interaction and communication between the members in real time and the availability of said electronic means throughout the session. Means considered valid include email, video calls and audio or video conferences.

The person acting as jury secretary will record the minutes of the meetings held. In the constituent session, the jury members will state that none of them is taking part as a tenderer, nor are they subject to disqualification on the grounds of ineligibility set out in these Terms and Conditions. Likewise, they will inform



the others, if applicable, of the existence of any of the situations set out in these Terms and Conditions which would render a participant ineligible.

The jury may be assisted by technical staff and will make its decisions completely autonomously and independently. In the event of an objection to its decisions, the provisions of the Law on Public Administration and Common Administrative Procedure of 1 October (Ley 39/2015 del Procedimiento Administrativo Común de las Administraciones Públicas) will apply.

12.4. Contest Decision:

After the deadline for submission of proposals by the selected candidates has lapsed, the jury will meet to draw up the official Admission Record, which will also list, if applicable, the rejected proposals and the grounds for their exclusion (in each of the two phases requiring the jury's involvement).

For the Under a Slogan proposal submission phase, the Admission Record will also certify that the jury is unaware of the identity of the candidates responsible for the admitted proposals.

The jury will collectively detail, with annotations recorded in the minutes, the reasons the relevant proposals were selected, including those selected for entry to the third phase and those selected as finalists and winners, as well as the final rank of all other proposals in the contest, in order from highest to lowest. This information will be confidential and used exclusively for the purposes set out in these Terms and Conditions. The minutes will also record the outcome of the jury's discussions, specifying the proposals that were progressively ruled out. Individual votes may be cast if every member of the jury so desires.

Until a decision has been reached, the members of the jury will keep their deliberations confidential and will refrain from revealing, outside of their sessions, any information they have gained access to in the performance of their functions.

The contest may be declared unsuccessful if none of the proposals are admissible pursuant to the criteria set out in these Terms and Conditions.

12.5. Announcement of the Decision

Once the decision has been made, the envelopes for each work that contain documents that reveal the tenderer's identity (except where the tenderer has expressed a wish to remain anonymous and has not won the contest) will be opened in a public ceremony, provided that this is permissible in view of the health situation resulting from the Covid-19 pandemic at the time. The date and venue of the ceremony will be announced on the Public Sector Procurement Platform (PLACSP).



In addition, once the decision has been made the jury will inform the contracting authority so that it may proceed to award the contract to the selected participants.

At that time, contest winners, in accordance with the declaration of honour included in ENVELOPE A, must provide evidence of their legal capacity and ability to participate in public contracts by submitting the administrative documentation set forth in Point 10.3.4 of these Terms and Conditions.

The contest results will be published in the manner provided for under Article 154 of the LCSP.

13. PROPERTY RIGHTS

Participants in the contest warrant that they are the individual, original creators of the proposals or ideas submitted, that none of them infringe any industrial or intellectual property rights held by third parties with the potential to be infringed, and that they are free of levies or charges of any type. They expressly accept liability for any claim that may be made against Madrid City Council in regard to the foregoing.

Madrid City Council will hold all industrial and intellectual property rights over the winning proposal, for an unlimited period of time. It may therefore freely use and exploit all or part of the proposal or idea in accordance with the provisions of the above paragraph. Furthermore, it may reproduce, transform or communicate said proposal or idea in whole or in part, in any existing or future form, either itself or via the public authorities, bodies and entities referred to in Article 3.1 of the LCSP.

Madrid City Council may publish the works of the other participating companies or persons without said publication entailing a transfer of the ownership of any rights, but rather a mere reproduction.

The winner undertakes, where appropriate, to make all transfers required under the law to assign ownership of the rights to Madrid City Council pursuant to the terms and conditions set out above, and may not use or disseminate the works as a result of implementation of this contract, either in whole or in part, either directly or excerpted, without express authorisation from the contracting authority.

It is understood that this transfer will be made, in any event, free of charge. Under no circumstances will Madrid City Council make a commitment or have any obligation whatsoever to use or exploit the proposal or idea that has been declared the winner of the contest.

Without prejudice to the foregoing, all rights arising from the winning proposals will likewise be governed by the provisions of the service contract that is subsequently awarded.

The creator will, however, retain moral rights over the proposal and may use it for educational or curricular purposes. Madrid City Council may disseminate the creator's name in any media it deems suitable.



III

THE AWARD PROCESS

14. AWARD OF THE CONTRACT

Once the jury's decision has been announced, and taking into account the ranking list and the contents of the minutes drawn up for this purpose, the contracting authority will proceed to award the contracts to develop and execute the various artworks by negotiated procedure without prior publication, in compliance with the combined provisions of Article 168.d) and Article 131.2 of the LCSP.

The financial and technical aspects of each contract will only be negotiated with the awardee in question, as the design contest will have multiple winners.

The contract's price has been calculated pursuant to market values and in reference to other design contests with similar characteristics. Its final price will be established in the contract negotiation stage, based on the quote submitted, and may not exceed the budget estimated in these Terms and Conditions.

Madrid City Council must begin a record of procurement proceedings within two months of the date of the agreement that sets out the jury's decision. If, within this time period, Madrid City Council is unable to manage and arrange the commission, or it abandons, for reasons of expediency, its plans to proceed, the winner will have no legal claim whatsoever. If the challenges, where applicable, that prevented it from proceeding should be overcome at a later date, the commission will be awarded solely and exclusively on that single occasion to the winner(s) of this design contest, irrespective of the amount of time that has passed.

In the event that no agreement is reached during the negotiations, or the winner(s) of the design contest pull out for any reason, the City Council may negotiate with the next highest-ranking party or parties for the purpose of awarding a contract to complete the works, in accordance with the proposal scores awarded by the jury in the Under a Slogan Phase, or Sub-Phase B, that is, in order of the scores obtained.

15. COMPLETION PERIOD

The completion period for the various art works will be no more than 30 calendar days from the date of execution of the contract for mural interventions and 60 calendar days from the date of execution of the contract for sculptural interventions, during which time all meetings necessary will be held with the relevant technical experts from Madrid City Council or the project curator.