

## SPECIFIC ADMINISTRATIVE CLAUSES

### CONTRACT FOR THE DESIGN, MANUFACTURE AND ASSEMBLY SERVICES OF A VACUUM CHAMBER (TVAC)

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#### TABLE OF CHARACTERISTICS OF THE CONTRACT

File Number IEEC/74/2024

PROCEDURE: STANDARD

AWARD PROCEDURE: OPEN

#### ELECTRONIC TENDERING

CPV Code 

|                         |
|-------------------------|
| 42122450-9 Vacuum pumps |
|-------------------------|

#### A. MAXIMUM TENDER BUDGET

|                        |                            |
|------------------------|----------------------------|
| Tax base               | €650,000.00 excluding VAT. |
| VAT (21%)              | €136,500.00                |
| Total amount incl. VAT | €786,500.00                |

This budget is detailed in Clause 2 of the specific administrative specifications.

#### A.1. ESTIMATED VALUE OF THE CONTRACT

|  |                            |
|--|----------------------------|
| Maximum tender budget:                     | €650,000.00 excluding VAT. |
| Value of the different options: extensions | Not applicable             |
| TOTAL                                      | €650,000.00 excluding VAT. |

#### B. SOURCE OF FINANCING

This contract is co-financed by the CERCA Institution through the CERCA GINYS III programme, allocated to the CERCA GINYS III programme (230,000.00 euros) and NewSpace Project (420,000.00 euros).

#### C. AWARD PROCEDURE

**Open procedure** considering multiple award criteria.

In accordance with the report – proposal of the Director of the Area for the Promotion of the Space Sector of Catalonia of June 2024 and the resolution of the procurement body of the IEEC

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of June 2024, to meet the obligations and deadlines of the CERCA GINYS III agreement and considering the public interest in scientific research and innovation in the space sector, it is necessary for the IEEC to urgently initiate the tender process for the design, manufacture, and assembly of a vacuum chamber (TVAC) without delay.

There is a resolution in the IEEC procurement body file of June 2024 declaring the urgency in processing the contracting file for the design, manufacture, and assembly of a vacuum chamber (TVAC) within the framework of the CERCA GINYS III Project and NewSpace Project (File IEEC/74/2024).

In view of the above, this tender will be processed urgently following the same procedure as standard ones, with the specificities outlined in Article 119 of Spanish Law 9/2017, dated 8 November, on Public Sector Contracts, which transposes into Spanish law Directives 2014/23/EU and 2014/24/EU of the European Parliament and Council dated 26 February 2014.

#### D. WARRANTIES

|  |
|--|
| DEFINITIVE: 5% of the award amount (excluding VAT)   |
| SUPPLEMENTARY: Up to 5% of the final bid price, excluding VAT, in case the tender of the top-ranked bidder is deemed abnormal. |

#### E. TERM OF THE CONTRACT

The maximum term of the contract will be until 30 April 2025, considering the following interim milestones:

Phase I. Design of the TVAC: 3 months from the signing of the contract.

Phase II. Supply of materials and manufacture of the TVAC: 6 months from validation of Phase 1.

Phase III. Integration, effective commissioning, and training of personnel: deadline no later than 30 April 2025.

According to the collaboration agreement between IEEC and the Institut de Física d'Altes Energies (Institute of High-Energy Physics) in the framework of the CERCA GINYS III Programme for the collaboration in the development of scientific infrastructures through the acquisition of equipment and infrastructures for cooperative use of the research centres of Catalonia of June 2024, **the TVAC must be delivered to the following address:**

Institut de Física d'Altes Energies (Institute of High-Energy Physics)  
Edifici Cn  
Campus Universitat Autònoma de Barcelona  
08193 Cerdanyola del Vallès

No extension of the contract is foreseen.

#### F. WARRANTY PERIOD

A warranty period of 12 months is established, or the longer period that the successful tenderer has bid, starting from the delivery and reception of the different goods, with the scope and conditions regulated in articles 210 and 305 of the Spanish Public Sector Contracts Law (LCSP).

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In the event of equipment breakdown during the warranty period, the warranty will be suspended for the duration of the repair. This period will be counted from the time when the company is reliably notified of the detected incident until the acceptance of the repaired equipment.

#### **G. SOLVENCY OF THE BIDDERS**

Economic, financial and technical or professional solvency, as determined in these specifications.

#### **H. PAYMENT METHOD**

The payment of the price will occur as follows:

- Upon delivery and validation by the IEEC of Phase I corresponding to the Design of the TVAC: €42,000 excluding VAT.
- At the commencement of Phase II associated with the procurement of specific materials for manufacturing the TVAC: €234,000.00.
- Upon delivery and validation by the IEEC of Phase II of the TVAC manufacturing: €351,000.00 excluding VAT.
- Upon completion of Phase III, including integration, effective commissioning of the TVAC, and training of personnel, subject to validation by the IEEC: €23,000 excluding VAT.

#### **I. PRICE REVISION**

Price revision is not applicable.

#### **J. ADMISSIBILITY OF VARIANTS**

No variants are allowed.

#### **K. TENDER SUBMISSION**

In this tender, the use of electronic, computer, or telematic means will be mandatory for all phases of the procurement procedure, including those involving bidding companies, among others, for the submission of bids. Bids not submitted electronically, as specified in Clause 8a of these specifications, will be disqualified.

Tenders must be exclusively submitted through the Electronic Public Procurement Platform of the Generalitat of Catalonia.

[https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/search.pscp?reqCode=start&se-locale=ca\\_ES](https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/search.pscp?reqCode=start&se-locale=ca_ES)

Tenders submitted by any other means will be rejected.

Date: The deadline for tender submission is **28 June 2024, at 14:00**.

## L. OPENING OF PROPOSALS

The public session of the Board, during which proposals subject to subjective judgement will be assessed, and the opening and reading of financial bids and those subject to automated evaluation, will be conducted remotely via the tool “Sobre Digital 2.0” integrated into the Public Procurement Services Platform (PSCPC) of the Generalitat of Catalonia. The IEEC will announce on the platform that the aforementioned Procurement Board session can be followed live.

**Date: 4 July 2024, at 10am.**

## M. CONSULTATIONS DURING THE TENDER SUBMISSION PERIOD

Interested parties in the tender procedure may request additional information on the specifications and supplementary documentation up to 10 calendar days before the tender submission deadline. No information will be provided after this deadline.

Consultations may be made through the tool available on the Electronic Public Procurement Platform of the Generalitat of Catalonia:  
[https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/search.pscp?reqCode=start&set-locale=ca\\_ES](https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/search.pscp?reqCode=start&set-locale=ca_ES)

The responses to clarifications of the specifications and other tender documentation will be published in aggregate form on the [procurement profile](#), without identifying the originator of the query. These responses will be binding.

## **CLAUSE 1. OBJECT AND LEGAL SYSTEM OF THE CONTRACT**

### **1. Object of the contract**

The purpose of this contract is the design, manufacture, and assembly of a thermal vacuum chamber (TVAC) to facilitate testing of nanosatellites, microsatellites, subsystems, instruments, and electric propulsion systems for satellite missions developed by the Catalan space ecosystem.

The technical scope of the service is outlined in the Technical Specifications.

The contractual documentation included in the file consists of:

- These Specific Administrative Clauses and their appendices.
- The technical specifications.

In accordance with Article 99.3 of the Spanish Public Sector Contracts Law (LCSP), it is deemed unnecessary to divide the object of the contract into lots because the independent execution of the various services included in the contract would hinder its proper technical execution.

### **2. Legal system**

This procurement is subject to the following:

- a. These specific administrative clauses.
- b. The TS.
- c. The contract to be formalised with the successful bidder.
- d. The Spanish Public Sector Contracts Law 9/2017, of 8 November (hereinafter LCSP).
- e. Spanish Royal Decree 817/2009, of 8 May, on the partial development of the Public Sector Contracts Act 30/2007, of 30 October.
- f. The Spanish General Regulations of the Public Sector Contracts Act approved by Royal Decree 1098/2001, of 12 October, and Royal Decree 817/2009 (hereinafter RGLCSP).
- g. Any other specific provisions applicable depending on the object of the contract.

Regarding the effects and termination of this tender contract, it is governed by private law, as stipulated in Article 26 of the LCSP. However, the provisions of Articles 201 concerning environmental, social, or labour obligations; 202 regarding special performance conditions; 203 to 205 covering cases of modification of the contract; 214 to 217 addressing assignment and subcontracting; as well as the payment conditions outlined in Section 4 of Article 210 will apply.

In accordance with Article 27.1 of the LCSP, disputes between the parties regarding the phases of preparation, award, and amendment of the contract, particularly challenges based on non-compliance with Articles 204 and 205 of the LCSP, which should result in a new award of the

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contract, will be resolved by the contentious-administrative jurisdiction. The civil jurisdiction will be competent to resolve disputes arising concerning the effects, performance, and termination of the contract, in accordance with Article 27.2 of the LCSP.

Additionally, notwithstanding the above, considering the estimated value of this contract, a special appeal in contracting matters may be filed in accordance with Article 44 of the LCSP regarding actions described in Section 2 of the same article.

The procurement will be processed in a standard manner, through an open procedure, following the provisions of Articles 156, 157, and 158 of the LCSP.

In accordance with Article 190 of the LCSP, both the Director of the Institut d'Estudis Espacials de Catalunya (Institute of Space Studies of Catalonia, hereinafter the IEEC) and the Director of the Management Area/Manager of the IEEC will jointly and severally – and in accordance with the deed relating to “Appointment of director, power of attorney and revocation of power” granted before the notary of Barcelona, Mr. Pedro A. Casado Martín of 29 September 2017 (under number 2,109 of his records) – possess the authority to interpret the contract, address any uncertainties arising from its fulfilment, amend it in the public interest, and decide on its termination and the resultant effects.

**CLAUSE 2. TENDER BUDGET AND ESTIMATED VALUE OF THE CONTRACT**

1. In accordance with Article 100 of the LCSP, the base tender budget is **€786,500.00 including VAT**, comprising: €650,000.00 as the net budget and €136,500.00 for Value Added Tax at a rate of 21%.

The amount stated in the previous paragraph as the net budget represents the maximum price or cost that bidding companies can offer. Exceeding the net budget amount will result in the exclusion of the tender.

The net budget (excluding VAT) is itemised as follows:

| <b>Phases</b> | <b>Name of the Activity</b> | <b>Justification</b>   | <b>Amount (excluding VAT)</b> |
|---------------|-----------------------------|--|-------------------------------|
| Phase I       | Design of the TVAC          | This phase requires a total of 600 hours of dedication by one or more technical staff, at a rate of €70 per hour, plus associated costs. | €42,000                       |

|           |  |  |          |
|-----------|--|--|----------|
| Phase II  | Supply of components and manufacture of the TVAC               | <p>This phase encompasses the manufacturing and assembly of the components detailed in Section 3 “Technical Scope of the TVAC.”</p> <p>The prices also cover the dedication of technicians and managers for ensuring the proper manufacturing and assembly of the components.</p>  | €585,000 |
| Phase III | Integration, effective commissioning and training of personnel | <p>This phase requires a total of 200 hours of dedication by one or more technical staff, at a cost of €70 per hour, plus an estimated cost for the transport of the TVAC and installation.</p> <p>Transport management, installation, and commissioning of the infrastructure: 180 hours of work.</p> <p>Training for 5 people: 20 hours.</p> <p>Transport and installation costs: €9,000</p> | €23,000  |

The budget has been calculated based on current market prices.

2. The estimated value (EV) of the contract is €650,000.00 excluding Value Added Tax (VAT). This figure represents the total amount that the contracting company could be paid, in accordance with the provision of Article 101 of the LCSP.

3. The amount of the contract will be the sum resulting from the award.

4. Variants are not permitted.

5. This contract is co-financed by the CERCA Institution through the CERCA GINYS III programme, allocated to the CERCA GINYS III programme (230,000.00 euros) and NewSpace Project (420,000.00 euros).

**CLAUSE 3. TERM OF THE CONTRACT**

The maximum term of the contract will be until 30 April 2025, considering the following interim milestones:

Phase I. Design of the TVAC: 3 months from the signing of the contract.

Phase II. Supply of materials and manufacture of the TVAC: 6 months from validation of Phase 1.

Phase III. Integration, effective commissioning, and training of personnel: deadline no later than 30 April 2025.

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According to the collaboration agreement between IEEC and the Institut de Física d'Altes Energies (Institute of High-Energy Physics) in the framework of the CERCA GINYS III Programme for the collaboration in the development of scientific infrastructures through the acquisition of equipment and infrastructures for cooperative use of the research centres of Catalonia of June 2024, **the TVAC must be delivered to the following address:**

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Edifici Cn  
Campus Universitat Autònoma de Barcelona  
08193 Cerdanyola del Vallès

#### **CLAUSE 4. PROCUREMENT BODY. PROCUREMENT PROFILE. PROCUREMENT FILE AND AWARD PROCEDURE. ELECTRONIC PROCESSING**

1. The procurement body is the Director and the Director of the Management Area/Manager of the Institut d'Estudis Espacials de Catalunya (Institute of Space Studies of Catalonia) jointly and severally.
2. The procurement profile of the IEEC is hosted on the Electronic Public Procurement Platform of the Generalitat of Catalonia:  
[https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/search.pscp?reqCode=start&set-locale=ca\\_ES](https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/search.pscp?reqCode=start&set-locale=ca_ES)
3. The procurement file will undergo standard processing and will be handled exclusively through electronic means.
4. This contract will be awarded through the open procedure as stipulated in Articles 156 to 158 of the LCSP.

To meet the obligations and deadlines of the CERCA GINYS III agreement and considering the public interest in scientific research and innovation in the space sector, it is necessary for the IEEC to urgently initiate the tender process for the design, manufacture, and assembly of a vacuum chamber (TVAC) without delay.

There is a resolution in the IEEC procurement body file of June 2024 declaring the urgency in processing the contracting file for the design, manufacture, and assembly of a vacuum chamber (TVAC) within the framework of the CERCA GINYS III Project and NewSpace Project (File IEEC/74/2024).

In view of the above, this tender will be processed urgently following the same procedure as standard ones, with the specificities outlined in Article 119 of Spanish Public Sector Contracts Law 9/2017, dated 8 November, which transposes into Spanish law Directives 2014/23/EU and 2014/24/EU of the European Parliament and Council dated 26 February 2014



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## **CLAUSE 5. PUBLICATION OF THE PROCEDURE. CONSULTATIONS DURING THE TENDER SUBMISSION PERIOD.**

1. In accordance with Article 135 of the LCSP, the call for tender will be published in the Official Journal of the European Union (OJEU) and on the IEEC's procurement profile on the Public Procurement Services Platform (PSCPC) of the Generalitat of Catalonia.

Sending the announcement to the OJEU must precede any other publication. According to Section 3 of Article 135 of the LCSP, the announcement will not be published on the procurement profile (Electronic Public Procurement Platform of the Generalitat of Catalonia) until it has been published in the OJEU. However, if the procurement body has not received notification of its publication in the OJEU within 48 hours after confirming receipt of the notice sent, it may be published on the profile.

Publication in the OJEU must occur at least 35 calendar days before the tender submission deadline.

Prior to OJEU publication, the contract notice will be published on the procurement profile at least 15 calendar days before the tender submission deadline.

2. Consultations during the tender submission period.

Interested parties in the tender procedure may request additional information on the specifications and supplementary documentation up to 6 calendar days before the tender submission deadline. No information will be provided after this deadline.

Consultations may be made through the tool available on the Public Procurement Platform of the Generalitat of Catalonia: [https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/search.pscp?reqCode=start&set-locale=ca\\_ES](https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/search.pscp?reqCode=start&set-locale=ca_ES).

The responses to clarifications of the specifications and other tender documentation will be published in aggregate form on the [procurement profile](#), without identifying the originator of the query. These responses will be binding.

## **CLAUSE 6. CAPACITY, SUITABILITY AND SOLVENCY REQUIREMENTS FOR BIDDING COMPANIES**

1. Natural or legal persons, whether Spanish or foreign, who possess full capacity to act and are not subject to any incapacity or prohibitions to contract under current legislation, are eligible to participate, as per Articles 65 and 71 of the LCSP.

According to Articles 65 and 66 of the LCSP, the activities of bidding companies, as legal persons, must correspond to the object of the service contract as specified in their respective by-laws or founding rules.

2. The bidding companies must possess an organisation with adequate resources for the proper execution of the contract. Additionally, they must possess the necessary business or

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professional authorisation required for the performance of the activity or service that forms the object of the contract, where applicable. Tenderers, contractors, subcontractors, subsidiary companies, or intermediary companies involved in this contract may not engage in financial operations in tax havens, as defined by the list of countries endorsed by the European Institutions or, if not listed, by the Spanish State. This includes operations considered criminal under laws governing money laundering, tax fraud, or offences against the Public Treasury.

3. This contract may be awarded to a temporary joint venture formed specifically for this purpose. Temporary joint ventures must demonstrate the required solvency according to the specifications and in compliance with current legal and regulatory requirements.

4. Each bidder may submit only one proposal in this procurement procedure, either individually or in partnership with other companies. Submitting more than one tender, whether individually or in collaboration with others, will result in the rejection of all tenders submitted by the offending tenderer and their exclusion from the procedure.

Furthermore, a tenderer cannot participate in more than one joint venture if they have already submitted an individual tender, nor can they be part of multiple joint ventures simultaneously. Violation of these rules will lead to the rejection of all tenders involved.

5. Solvency requirements:

Bidding companies must provide evidence of the following minimum economic and financial solvency, as well as technical and professional solvency:

**a) Economic and financial solvency:**

- Annual turnover: According to Article 87.1 a) of the LCSP, the annual turnover, based on the best of the last three (3) financial years preceding the tender submission date, depending on the dates of incorporation or start of activities of the company, must equal or exceed €650,000.00. If the tendering company has been in operation for less than three years, the requirement may be based on this period of activity. If the company has been operational for less than one year, the requirement may be prorated accordingly.

This requirement will be demonstrated by submitting the company's annual accounts, duly registered with the relevant Commercial Registry.

**b) Technical or professional solvency**

- List of the main supplies: Documentation of the main supplies of the same or similar nature related to the object of the contract executed in the last 3 years, including details such as amount, date, and recipient. Specifically, within the past three (3) years, proof must be provided of having concluded at least two (2) contracts for the supply of vacuum chambers, each amounting to at least 70% of the maximum tender budget.

This work will be verified by certificates issued or countersigned by the relevant competent body.

6. The conditions outlined in this clause will be declared through the methods specified in the following clause.

**CLAUSE 7. DOCUMENTS TO BE SUBMITTED BY BIDDERS THROUGH ELECTRONIC FILES/ENVELOPES.**

The documentation will be submitted in three electronic files/envelopes, designated as **A**, **B**, and **C** respectively.

These envelopes/electronic files must be signed by the bidding company or its representative. Additionally, each envelope must contain a separate sheet listing the enclosed documents in numerical order.

Bidding companies may specify in the relevant electronic file/envelope which information in their bid is confidential. However, they must not designate the financial bid or documents that are publicly accessible as confidential under any circumstances. The procurement body will ensure the confidentiality of information explicitly designated as such, provided it complies with the conditions established in Article 133 of the LCSP.

If deemed necessary, the procurement body may request the concerned company to confirm whether the submitted documentation is confidential or not, specifying any aspects that do not comply with the provisions of Article 133 of the LCSP.

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as Organic Law 5/2019 of 5 December on the Protection of Personal Data and guarantee of digital rights, we inform you that your personal data will be processed by the Institut d'Estudis Espacials de Catalunya (Institute of Space Studies of Catalonia), located at Edificio Nexus-201, C/Gran Capità, 2-4, 08034 Barcelona, as the Data Controller. The data will be processed for the purpose of managing the contracting process of this Local Administration and may be transferred in compliance with legal obligations. No international transfers of data are anticipated. Failure to provide the required data will result in the inability to manage the submission of your tender. The data will be retained for the duration necessary to fulfil legal and contractual obligations as per current legislation.

The tenderer has the right to access, rectify, and delete this data, as well as to restrict and/or object to its processing or request data portability. These rights can be exercised by sending a letter to the address provided above or by email, accompanied in both cases by an official document confirming their identity. Detailed information on data protection can be found on our website: (<https://ieec.cat/>).

**Each electronic file/envelope submitted by the bidding company must only contain the documentation intended for its specific purpose. Therefore,**

- **The documentation in electronic file/envelope A must not include any information that would reveal the contents of electronic file/envelope B or electronic file/envelope C.**
- **The documentation included in electronic file/envelope B must not contain any information that would disclose the contents of electronic file/envelope C.**

**Failure to comply with this obligation will result in exclusion from the tender process.**

**1. Electronic file/Envelope A,**

The first page must contain the following wording:

**“Electronic file/Envelope A. Declaration of responsibility or ESPD for the procedure relating to the contract for the object of ....., file no. ...., submitted by .... with tax identification number ..., with address for communication purposes ..., telephone ..., fax ..., email ....”**

The file must contain:

**1. The envelope must contain:**

- the declaration of responsibility attached as a model in **Appendix 1**, or alternatively, as an alternative to the declaration of responsibility, the ESPD (European Single Procurement Document) may be submitted.
- the declaration of responsibility attached as a model in **Appendix 2**, in accordance with the commitment to implement the TVAC in accordance with the technical requirements and components described in the technical specifications of the call for tenders.

To obtain the ESPD document, the bidding company must download the file in PDF format that will be published on the procurement profile of the IEEC hosted on the Electronic Public Procurement Platform of the Generalitat of Catalonia.

In part IV of the ESPD: “Selection criteria,” you must exclusively indicate whether all necessary selection criteria regarding economic and technical solvency accreditation are fulfilled by checking either “yes” or “no.” THE INDIVIDUAL INFORMATION SECTIONS OF THE SELECTION CRITERIA MUST NOT BE COMPLETED.

Furthermore, bidding companies will specify in their declaration of responsibility or ESPD the information regarding the person or persons authorised to represent them in this tender process.

In the case of companies bidding as a joint venture, each must submit an ESPD.

Additionally, these companies must provide a document committing to formally establish a temporary consortium if awarded the contract, alongside the ESPD.

In the event that the bidding company relies on the capacities of other companies to demonstrate economic and/or technical solvency, in accordance with Articles 75 and 140.1.c) of the LCSP, it must disclose this in the ESPD (in part II, section C) and submit a separate ESPD for each of these companies.

In accordance with Article 140.1.f) of the LCSP, if foreign companies participate and the contract is executed in Spanish territory, bidding implies that both the bidding company and the successful bidder submit to the jurisdiction of Spanish courts of any order for all incidents arising directly or indirectly from the contract. They also waive any foreign jurisdiction that may apply to the bidder.

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2. In the case of submitting the ESPD, along with it, a declaration of responsibility must be attached. This declaration must alternatively state that the company represented:

- Does not conduct financial operations in tax havens.
- Has legal relationships with tax havens. If the latter applies, specific descriptive documentation summarising financial transactions and related information must be provided. It will be publicly disclosed in the procurement profile that the company has declared its relations with tax havens.

However, in accordance with Article 140.1.f) of the LCSP, foreign companies must also attach to the ESPD a declaration of submission to the jurisdiction of the Spanish courts of any order, for all incidents that may directly or indirectly arise from the contract, with waiver, if applicable, of the foreign jurisdiction that may correspond to the bidder, if the contract is executed in Spain.

The IEEC may request bidding companies to submit all or part of the documentation supporting the fulfilment of the prerequisites when necessary for the proper conduct of the procedure. However, a bidding company that is registered in the Electronic Register of Tendering Companies (RELI) of the Generalitat of Catalonia, in the Official Register of Tenderers and Classified Companies of the Public Sector (ROLECE), or in an official list of economic operators of a Member State of the European Union with free access, is not obliged to present the supporting documents or other documentary proof of the data registered in these registers.

## **2. Electronic file/Envelope B.**

The first page must contain the following wording:

*“Electronic file/Envelope B. Tender for the procedure relating to contract no. ...., concerning ....., file no. ...., submitted by .... with tax identification number. ...., with address for communication purposes .... telephone ....., fax ..... email..... Documentation accrediting the technical references for the weighting of the award criteria assessed on the basis of value judgements”*

This envelope must contain all the documentation accrediting the technical references for the weighting of the award criteria assessable on the basis of value judgements, as indicated in Clause 9 “Criteria for the Evaluation of Tenders” of these specifications, signed by the bidder or the person presenting it.”

Specifically, each bidder must include in electronic file/envelope B a Technical Report of the work to be carried out, in which they clearly and concisely set out their proposal for the content and development of the contract, limiting themselves to the specific case under analysis and avoiding generic vagueness that does not directly involve them.

The bidder will submit a technical report presenting, in a clear and concise manner, the proposed solution for the content and development of the TVAC, based on the technical requirements and components set out in the TS and limited to the specific case under analysis.

The maximum length of the technical report may not exceed 10 double-sided DIN-A4 sheets (20 pages). The maximum number of pages does not include indexes, cover pages, and/or dividers.

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**IMPORTANT:** The increase in the number of pages beyond the aforementioned limit will not imply the exclusion of the tender, but only the information contained within the specified pages will be considered, and the rest will not be subject to evaluation or scoring.

### **3. Electronic file/Envelope C,**

The first page must contain the following wording:

*“Electronic file/Envelope C. Tender for the procedure relating to contract no. ...., file no. .... submitted by ... with tax identification number ..., with address for communication purposes ....., telephone ....., fax ....., email..... Financial bid / documentation accrediting the technical references for the weighting of the automatically assessable award criteria”*

This envelope must contain the financial bid and the tender regarding the automatically assessable criterion concerning the extension of the technical warranty period for the goods supplied, in accordance with the criteria set out in Clause 9 of Specifications, signed by the bidding company or its representative.

A model of the financial bid - automatic criteria **is attached as Appendix 3.**

### **CLAUSE 8. DEADLINE FOR TENDER SUBMISSION**

1. This call for tenders is electronic.

In accordance with Article 159 and the 16th additional provision of the LCSP, electronic, computer, or telematic means must be used for all phases of the procurement procedure, including – but not limited to – bid submissions by bidding companies. Bids not submitted electronically, as specified in these specifications, will not be accepted.

Submission of tenders implies the tendering company's unconditional acceptance of the entire contents of the tender documents, without exception.

Each bidding company may submit only one bid.

Proposals may be submitted in any of the co-official languages of Catalonia.

2. Interested parties in the tender procedure may request additional information on the specifications up to 10 calendar days before the tender submission deadline. No information will be provided after this deadline.

Consultations may be made through the tool available on the Electronic Public Procurement Platform of the Generalitat of Catalonia.

The responses to clarifications of the specifications and other tender documentation will be published in aggregate form on the procurement profile, without identifying the originator of the query. These responses will be binding.

3. The period for submitting the required documentation will be at least 35 calendar days, starting from the day the tender announcement is sent to the Publications Office of the European Union (art. 156.1 of the LCSP).

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The announcement on the procurement profile will specify the final deadline for tender submission. No tenders will be accepted after this deadline.

4. Tenders must be submitted exclusively through the Electronic Public Procurement Platform of the Generalitat of Catalonia using the **tool Sobre Digital 2.0**:

[https://contractaciopublica.gencat.cat/ecofin\\_pscp/AppJava/search.pscp?reqCode=start&set-locale=ca\\_ES](https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/search.pscp?reqCode=start&set-locale=ca_ES)

Tenders submitted by any other means will be rejected.

Bidding companies must complete the registration form for the tool and, subsequently, they will receive a confirmation email at the provided address.

This email will include a link for exclusive access to submit bids. Through this link, all necessary documentation can be electronically attached to the tool, for the purposes of subsequently submitting the bid in the corresponding envelopes. It is permissible to attach documentation in stages, provided all attachments are completed prior to final bid submission.

Bidding companies must retain this email address, as it is the sole method for accessing their submission link via Sobre Digital.

The tool requires a keyword for each envelope submitted with attached documentation, excluding envelope A. It is important to note that once the bid has been submitted, it will not be possible to modify the attached documentation.

The documentation will be encrypted using keywords when bids are submitted, ensuring the confidentiality of their contents until the designated time.

These keywords, known only to bidding companies, are crucial for decrypting the documentation, underscoring the importance of properly safeguarding them.

Twenty-four hours after the tender submission deadline, the IEEC will email bidding companies via the designated custodians, requesting them to enter the keywords into the Sobre Digital tool.

Upon entering these keywords, bids will be decrypted and securely stored in an inaccessible virtual space until the envelope opening deadline, ensuring their confidentiality.

If a bidding company fails to enter the keywords by the designated date and time for envelope opening, their submitted bids will remain encrypted and inaccessible for evaluation.

In case of a technical failure preventing tender submission via Sobre Digital on the deadline day, the procurement body will extend the submission period and announce it publicly through the procurement profile.

It is also important to note that bids must be free from computer viruses and any other harmful elements that could prevent the envelopes from being opened. Therefore, it is the responsibility of the companies to ensure the proper submission of bids. In the event that documentation containing viruses is sent, the company will bear sole responsibility for being unable to access its contents.



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In the event that the documents submitted are damaged, illegible, blank or affected by a virus, the Board will assess the legal consequences of the impossibility of accessing the content of the bids, and may decide to exclude the company in the event that the inaccessible documents are essential to know or assess the bid.

Electronic documents must be submitted in one of the following acceptable formats:

- .doc or .docx
- .pdf

Tenderers should note that the technical specifications required for tender submissions are available in the “e-Tendering” section of the Public Procurement Services Platform.

[https://contractaciopublica.gencat.cat/ecofin\\_sobre/AppJava/views/ajuda/empreses/index.xhtml?set-locale=ca\\_ES](https://contractaciopublica.gencat.cat/ecofin_sobre/AppJava/views/ajuda/empreses/index.xhtml?set-locale=ca_ES)

## **CLAUSE 9. CRITERIA FOR THE EVALUATION OF TENDERS**

The selection of the best tender will be based on achieving the best value for money to obtain high-quality bids.

The tender will be evaluated comprehensively, considering both technical and economic aspects.

The bids submitted will be assessed using the following award criteria:

- Award criteria assessable by subjective judgement: 30 points.
- Award criteria assessable automatically: 70 points.

**Total score (subjective judgement criteria + automatic criteria)= 100 points.**

### **A. AWARD CRITERIA ASSESSABLE BY SUBJECTIVE JUDGEMENT (UP TO 30 POINTS):**

The subjective judgement award criteria are as follows:

#### **TECHNICAL REPORT**

The bidder will submit a technical report presenting, in a clear and concise manner, the proposed solution for the content and development of the TVAC, based on the technical requirements and components set out in the TS and limited to the specific case under analysis.

Assessment criterion:

| Description  | Score     |
|--|-----------|
| The proposed solution regarding the content and development of the TVAC is well- | 30 points |



|   |           |
|---|-----------|
| developed and accurate  |           |
| The proposed solution regarding the content and development of the TVAC is accurate   | 20 points |
| The proposed solution regarding the content and development of the TVAC lacks detail or has minor inconsistencies           | 10 points |
| The proposed solution regarding the content and development of the TVAC lacks a description or lacks a relevant description | 0 points  |

The maximum length of the technical report may not exceed 10 double-sided DIN-A4 sheets (20 pages). The maximum number of pages does not include indexes, cover pages, and/or dividers.

**IMPORTANT:** The increase in the number of pages beyond the aforementioned limit will not imply the exclusion of the tender, but only the information contained within the specified pages will be considered, and the rest will not be subject to evaluation or scoring.

**The tenderer must achieve a minimum of 15 points in the technical report. Bids scoring below 15 points will be rejected and consequently excluded from the tender procedure due to technical insufficiency.**

## B. AWARD CRITERIA ASSESSABLE AUTOMATICALLY (UP TO 70 POINTS)

### 1. Financial bid (up to 60 points)

The highest score will be awarded to the tenderer with the lowest acceptable price, which is neither abnormally low nor exceeds the net tender budget (i.e., the maximum tender budget excluding VAT). For the remaining tenderers, the score distribution will apply the following formula:

$$\left( \frac{\text{Pressupost net licitació} - \text{oferta}}{\text{Pressupost net licitació} - \text{oferta més econòmica}} \right) \times \text{Punts màx} = \text{Puntuació resultant}$$

The following limits are defined for considering tenders with abnormal or disproportionate values:

- A variance of 10 percentage points below the average of all tenders or, in the case of a single tendering company, 20 percentage points relative to the net tender budget.
- If there are more than 10 tenderers, the lowest and/or highest tender may be excluded from the average calculation if there is a variance of more than 5% compared to the next tender.

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- If there are more than 20 tenderers, the average calculation may exclude one or both of the most expensive tenders and/or one or both of the lowest tenders, provided that one/(both) of them has/(have) a variance of more than 5% compared to the next tender.

The tender will be rejected if it is deemed abnormally low due to non-compliance with applicable environmental, social, or labour law obligations as stipulated in Union law, national law, collective agreements, or provisions of international law listed in Annex X of Directive 24/2014.

In case of a tie in the total score among bidding companies, the tie-breaking criterion will be:

- The percentage of temporary contracts in the staff of each bidding company, with preference given to companies with the lowest percentage. In such a scenario, if multiple bidding companies tie for the most advantageous proposal and demonstrate a higher percentage of labour relations with disabled individuals than required by regulations, preference will be given to the tendering company with the highest percentage of permanent workers with disabilities on its staff for contract award.
- If a tie persists, it will be resolved through a random draw.

## **2. Extension of the technical warranty period of the goods supplied (up to 10 points)**

The tenderer's offer to extend the technical warranty period for the supplied goods beyond the minimum specified in the tender documents will be evaluated.

As per section 11 of this report, a minimum technical warranty period of 12 months is established.

Each additional year of warranty (for the entire equipment, additional warranties for parts of it will not be considered) will be awarded 5 points. Time fractions will be prorated accordingly.

## **CLAUSE 10. PROCUREMENT BOARD**

The Procurement Board will consist of:

**President:** Josep Colomé Ferrer, IEEC Director of the Area for the Promotion of the Space Sector of Catalonia.

**Members:**

- Dani Sors, Head of the IEEC Industrial Promotion and Services Office.
- Lluís Foreman, technical engineer of the IEEC Industrial Promotion and Services Office.
- Montserrat Sabaté, Head of IEEC's Legal Department.
- Antoni Solaní, Head of the IEEC Finance Office.

Anna Suárez, Head of the IEEC Office of Legal Affairs, will act as Secretary of the Procurement Board.

## **CLAUSE 11. OPENING OF TENDERS**

1. The Procurement Board, convening on the first working day following the tender submission deadline, will initially assess the documentation contained in the electronic file/envelope A. Should correctable defects or omissions be identified, a grace period of three (3) working days will be granted for their rectification. If errors are uncorrectable or remain unrectified, or if it is found that tenderers do not meet capacity or solvency requirements, the Procurement Board will decide to exclude them from the procedure.

Additionally, both the procurement body and the Procurement Board may request clarification of the documents submitted by tenderers or require additional documents to be submitted within a maximum period of five (5) calendar days.

2. Subsequently, within a maximum period of seven (7) calendar days from the opening of the administrative documentation, the Procurement Board will proceed to open the electronic file/envelope B, excluding rejected proposals, and will forward it to the Committee of Experts for the preliminary evaluation of criteria not quantifiable solely by applying formulas. Upon receiving the report from the Committee, the Procurement Board will publicly announce the evaluation results assigned to subjective judgement criteria in a session. Subsequently, the Board will proceed to open electronic file/envelope C. Subsequently, the Procurement Board will evaluate the automatic criteria and present to the procurement body a proposal to rank the accepted bids in descending order, awarding the contract to the tenderer who has submitted the most financially advantageous bid.

Bids included in Envelope C that do not correspond to the documentation reviewed and accepted, exceed the tender budget, significantly alter the established bid model in these specifications, or contain a clear error regarding the bid amount, will be excluded through a justified decision. Similarly, bids where the tenderer acknowledges an error or inconsistency that renders the bid unfeasible will be excluded, along with bids categorised as abnormally low or disproportionate without justified viability.

In case of a tie, the tied bidders must submit certification from the relevant administrative body indicating the percentage of disabled workers in their staff. The tie will be resolved in favour of the company with the highest accredited percentage. If several bidders share the highest percentage, preference will be given to the company with the highest percentage of **permanent** workers with disabilities on its staff. If a tie persists, the decision will be settled by drawing lots.

The award proposal does not confer any rights in favour of the proposed bidder against the IEEC until the award is made by the competent procurement body.

Tenders will remain valid for four months from the date of tender opening.

## **CLAUSE 12. AWARDING OF THE CONTRACT**

1. In accordance with article 158 of the LCSP, the contract award will be decided within a maximum of two months from the day following the opening of received bids. This period may be extended by 15 days if additional evaluation is needed to assess bid abnormalities.

If the award is not made within this timeframe, bidding companies have the right to withdraw their bids.

2. Prior to the award, the bidding company proposed as the successful bidder will need to submit, within 10 working days upon receipt of the request, documentation justifying the circumstances mentioned in letters a) to c) of section 1 of article 140 of the LCSP, if not provided earlier. They must also provide documentation confirming the effective availability of resources committed to contract execution, and proof of having furnished the definitive warranty specified in the specifications.

A bidding company that is registered in the Electronic Register of Tendering Companies (RELI), in the Official Register of Tenderers and Classified Companies of the Public Sector (ROLECE), or in an official list of economic operators of a Member State of the European Union with free access, is not obliged to present the supporting documents or other documentary proof of the data registered in these registers.

The following documentation, where applicable, will be required:

### **a) Documents accrediting the identity and capacity to act of the entrepreneur**

a.1 For natural persons (individual entrepreneurs and professionals), a national identity (DNI) number or equivalent document, and tax identification number (NIF), properly notarised.

a.2 For legal entities: a deed of incorporation and any amendments, where applicable, duly registered in the Commercial Registry, and tax identification number (NIF). Where registration in the Commercial Registry is not required by applicable commercial laws, the deed or document of incorporation, modification, by-laws, or founding act outlining the company's operational regulations must be provided, registered as necessary in the relevant official registry.

a.3 For non-Spanish companies from European Union Member States: Legal or natural persons from European Union or European Economic Area Member States authorised under their respective state legislation to provide services, may contract with the IEEC. The capacity of these companies to act will be verified through their registration in the relevant register as per the legislation of their home State, or by the submission of a sworn declaration or certification, as described in section 1 of Annex I of Royal Decree 1098/2001, dated 12 October. When the legislation of the State where these companies are established necessitates special authorisation or membership in a specific organisation to provide the relevant service within that State, they must demonstrate compliance with this requirement. They must also submit a declaration consenting to the jurisdiction of the Spanish Courts for any disputes that may arise directly or indirectly from the contract, waiving, where applicable, any foreign jurisdiction that may be applicable to the bidder.

Companies must present the aforementioned documents in Spanish or Catalan.

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a.4 For foreign companies not covered in the previous section, a report issued by the permanent diplomatic mission or consular office of Spain in the company's domicile is required. Additionally, a report from the respective permanent diplomatic mission of Spain or from the General Secretariat of Foreign Trade of the Ministry of Economy must be included regarding the signatory status of the State to the World Trade Organization's agreement on public procurement, if the contract is subject to harmonised regulation. Otherwise, a reciprocity report issued by the mentioned diplomatic mission is required. They must also submit a declaration consenting to the jurisdiction of the Spanish Courts for any disputes that may arise directly or indirectly from the contract, waiving, where applicable, any foreign jurisdiction that may be applicable to the bidder.

Companies must present the aforementioned documents in Spanish or Catalan.

**b) Documents accrediting the power of attorney, if the entrepreneur acts through a representative or is a legal entity:**

b.1 Public document of power of attorney, duly registered in the corresponding public registry.

b.2 National identity number (DNI) and tax identification number (NIF) of the representative and the signatory of the financial bid, duly authenticated by a notary.

All documents listed in sections 1 and 2, if not submitted in their original form, must be authenticated in accordance with current legislation.

**c) Documentation accrediting that the company is current with its tax and Social Security obligations:**

i. Registration with the tax on economic activities under the relevant epigraph corresponding to the object of the contract, along with the latest receipt, provided that it conducts taxable activities subject to, and not exempt from, said tax.

ii. Positive certificate issued by the competent authority, confirming the company's compliance with tax obligations and absence of tax debts to the State.

iii. Positive certificate issued by the competent authority, confirming the company's compliance with tax obligations and absence of tax debts to the Generalitat of Catalonia.

iv. Positive certificate issued by the competent authority confirming compliance with Social Security obligations.

v. Specific certificate of compliance with tax obligations as stipulated in article 43.f) of Act 58/2003, dated 17 December, issued by the relevant administrative authority for this purpose.

**d) Declaration opting for the definitive warranty through price withholding, or, if not opting for this mechanism, documentation proving the establishment of the definitive warranty.**

**e) Documentation required by Act 54/2003, dated 12 December, on the reform of the regulatory framework for occupational hazard prevention, and by Royal Decree 171/2004, dated 30 January, which elaborates on article 24 of Act 31/1995, dated 8 November, on occupational hazard prevention.**

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**g) They must also provide evidence of their economic and financial, technical, and professional solvency as stipulated in Clause 6a of these specifications.**

- Annual turnover: According to Article 87.1 a) of the LCSP, the annual turnover, based on the best of the last three (3) financial years preceding the tender submission date, depending on the dates of incorporation or start of activities of the company, must equal or exceed €650,000.00. If the tendering company has been in operation for less than three years, the requirement may be based on this period of activity. If the company has been operational for less than one year, the requirement may be prorated accordingly.

This requirement will be demonstrated by submitting the company's annual accounts, duly registered with the relevant Commercial Registry.

- List of the main supplies: Documentation of the main supplies of the same or similar nature related to the object of the contract executed in the last 3 years, including details such as amount, date, and recipient. Specifically, within the past three (3) years, proof must be provided of having concluded at least two (2) contracts for the supply of vacuum chambers, each amounting to at least 70% of the maximum tender budget.

This work will be verified by certificates issued or countersigned by the relevant competent body.

The documentation must be submitted within 5 working days upon receipt of the request.

4. Once the required documentation has been submitted and, where applicable, the definitive warranty has been provided, the contract will be awarded within 5 working days upon receipt of the aforementioned documentation. If the bidding company fails to submit the required documentation or does not provide the definitive warranty within the specified period, it will be considered as withdrawing its bid. The same documentation will then be requested from the next bidder in accordance with the order of bid classification.

If the company proposed as the successful bidder presents false information in the ESPD, they will be automatically disqualified from the tender. The competent body will initiate and process the corresponding prohibition to contract. The Board may also choose to reassess the bids.

**CLAUSE 13. DEFINITIVE WARRANTY**

In accordance with article 107.1 of the LCSP, the selected company must provide a definitive warranty equivalent to 5% of the bid price, excluding VAT, within 10 working days from receiving the requirement.

If the awarded company opted to constitute the definitive warranty by withholding the price, the entire amount will be deducted from the first or subsequent payments to the contractor.

The warranty can also be provided through a bank guarantee or a surety insurance contract. Its confirmation can be processed electronically, computationally, or via telematics.

If the warranty is not furnished through the retention in price method, it must be deposited with the IEEC.

#### **CLAUSE 14. NOTIFICATION OF THE AWARD, EXECUTION, AND PUBLICATION OF THE FORMALISATION OF THE CONTRACT**

1. In accordance with Article 151 of the LCSP, the award decision will be electronically notified to the bidding companies, and within a maximum of 15 days, it will be published on the procurement profile.

2. The contract cannot be formalised until fifteen (15) working days have passed since the notification of the award was sent to the bidders. If, at the end of this period, no special appeal has been filed that results in the suspension of formalisation, or if the suspension has been lifted, the successful bidder must formalise the contract within five (5) days from the day following the receipt of the request.

If a joint venture has been notified as the successful bidder, it must formally establish itself as a temporary union before the contract can be formalised.

In accordance with Article 153.4 of the LCSP, if due to reasons attributable to the successful bidder the contract is not formalised within the specified period, it will be considered that the successful bidder withdraws their bid. The IEEC will then request documentation from the next ranked bidding company, and may impose a penalty of 3% of the base tender budget, excluding VAT, on the company that failed to formalise the contract. This penalty will be deducted firstly from the definitive warranty, if provided, without prejudice to the provisions of letter b) of paragraph 2 of Article 71.2 of the LCSP.

2. The contract will be executed upon its formalisation, which will suffice for access to any public registry. However, it may be converted into a public deed if requested by the successful bidder, with associated costs borne by them.

3. The formalisation of the contract will be published on the IEEC's procurement profile and in the Official Journal of the European Union. The announcement on the profile will be made no later than 15 days after the contract's execution.

#### **CLAUSE 15. PERFORMANCE OF SERVICES**

The contract will commence upon signing.

#### **CLAUSE 16. PAYMENTS TO THE CONTRACTOR**

The price remunerates the service rendered and includes VAT, which will be specified as a separate item.

The price will be denominated in euros.

The contract price determination system is based on the total of the costs of the services specified in Clause 2 of these specifications.

The successful bidder will receive payment for the services rendered and formally accepted by IEEC. Payment will be made according to the following schedule:



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- Upon delivery and validation by the IEEC of Phase I corresponding to the Design of the TVAC: €42,000 excluding VAT.
- At the commencement of Phase II associated with the procurement of specific materials for manufacturing the TVAC: €234,000.00.
- Upon delivery and validation by the IEEC of Phase II of the TVAC manufacturing: €351,000.00 excluding VAT.
- Upon completion of Phase III, including integration, effective commissioning of the TVAC, and training of personnel, subject to validation by the IEEC: €23,000 excluding VAT.

The invoice will be reviewed and approved within a maximum period of ten days. In case of discrepancies, the invoice will be returned to the contracting company, which will have ten days from the day after receipt to provide observations or submit a corrected invoice.

The contracting company must include the contract file number on the invoice.

Payments will be made by bank transfer upon submission of the electronic invoice.

IEEC billing data:

- Fundació Institut d'Estudis Espacials de Catalunya- IEEC
- Tax Address: c/ Esteve Terradas, 1, pl. 2, desp. 212, 08860 Castelldefels.
- Tax identification number (NIF): G61051710

DIR codes:

| EMC | ENTITAT  | CIF       | DIR3      | OFICINA CC DIR3                                    | ÒRGAN GESTOR | DIR3   | UNITAT TRAMITADORA |  |
|-----|--|-----------|-----------|--|--------------|--|--------------------|--|
|     | Fundació Institut d'Estudis Espacials de Catalunya | G61051710 | A09034673 | Fundació Institut d'Estudis Espacials de Catalunya | A09034673    | Fundació Institut d'Estudis Espacials de Catalunya | A09034673          | Fundació Institut d'Estudis Espacials de Catalunya |

No advance payments are anticipated, in accordance with the provisions of Article 198.2 and 198.3 of the LCSP.

#### CLAUSE 17. PRICE REVISIONS

Considering the nature of this contract, price revision is not envisaged.

#### CLAUSE 18. CONTRACT MANAGER

Josep Colomé Ferrer, Director of the Area for the Promotion of the Space Sector of Catalonia, is designated as the responsible individual for overseeing the execution of the contract, making decisions, and issuing necessary instructions to ensure the proper performance of the agreed-upon service (art. 62.1 LCSP).

#### CLAUSE 19. SPECIAL PERFORMANCE CONDITIONS AND OBLIGATIONS OF THE CONTRACTING COMPANY



### 1. Special performance conditions

In accordance with Article 202 of the LCSP, the following special performance conditions are established:

#### 1.1 Payment of the price to subcontracted companies.

When a subcontractor alleges that the contractor is in arrears with payment for services rendered, in accordance with the payment obligations set forth in Act 3/2004, dated 29 December, concerning combating late payment in commercial transactions, it is contractually mandated that the procurement body pays the subcontractor directly.

Upon request from a subcontracting company, the procurement body must provide the contracting company an opportunity to present any relevant arguments within a maximum period of ten days. If the contracting company fails to justify non-payment of the price, the procurement body will directly pay the subcontracting company, deducting the amount from the payment due to the main contractor, thereby releasing the latter from further obligation.

#### 1.2 Accreditation of timely payment to subcontractors.

In accordance with Clause 23, the contracting company must submit documentation proving timely payment to subcontractors when requested by the contract manager, and in any case, upon completion of the service.

#### 1.3 Maintenance of the working conditions of personnel executing the contract throughout its duration.

The contractor must uphold the working and social conditions of the workers engaged in contract execution, as stipulated at the time of bid submission, in accordance with the applicable agreement.

This condition constitutes an essential obligation of the contract, and failure to fulfil it may result in severe penalties or termination of the contract.

The contract manager may request the contracting company to formally declare its compliance with the obligation. Similarly, the contract manager or the procurement body may request reports from the workers' representative bodies on the issue.

### 2. General conditions of performance:

The contractor will be obligated by the tender it has submitted. Adherence to the tender in its entirety will constitute an essential obligation of the contract.

### 3. Obligations of the contracting company:

The contracting company is also required to:

- a) Adhere to general regulations regarding the occupational hazard prevention.

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b) Appoint a manager for overseeing work operations and personnel conduct, who must also coordinate with relevant services and the contract manager.

c) Bear the costs associated with advertising the tender as stipulated in these specifications.

d) Implement proper environmental management practices, including measures to mitigate potential impacts such as noise, environmental effects, waste and packaging management, and other measures relevant to the object of the contract, in compliance with current legislation.

e) Maintain confidentiality regarding non-public or non-notorious data or background information related to the object of the contract, which it has become aware of during the contract period, adhering to confidentiality obligations for a minimum of five years as required by Article 133.2 of the LCSP. The successful bidder and its personnel must strictly adhere to the provisions of the Organic Law on Data Protection and its implementing regulations, as well as the revised text of the Public Sector Contracts Act. Compliance with the General Data Protection Regulation (GDPR) is also mandatory. The contractor will act as the data processor and will be bound by municipal directives regarding security measures at all times. For these purposes, in addition to the requirements specified, where applicable, in the specific Technical Specifications, the successful bidder must also:

- ◆ Maintain the confidentiality of personal data accessed or processed during the contract's execution. To this end, the successful bidder declares that it has implemented and/or will adopt, prior to the commencement of the contract, the technical and organisational measures necessary to ensure security. These measures aim to prevent data alteration, loss, unauthorised processing, or access, aligned with current technology standards, the nature of stored data, and associated risks. This commitment adheres strictly to prevailing legislation on personal data protection.

- ◆ The security measures implemented by the successful bidder apply to files, processing centres, premises, equipment, systems, programs, and personnel involved in data processing, as stipulated in these regulations.

- ◆ Process personal data solely according to instructions provided by the IEEC, maintaining confidentiality and discretion. It will also refrain from transferring, disseminating, publishing, or using personal data for purposes other than those outlined in these specifications. This obligation will remain in effect even after the contract has been terminated, whether due to its natural expiration, resolution, or any other legally permissible cause as specified in these specifications.

- ◆ Return to the IEEC, in all cases of contractual termination, all personal data, as well as any media or documents containing data subject to processing.

- ◆ It must also maintain confidentiality of all information obtained and documentation prepared during the contract execution. This documentation may not be reproduced, transferred, disseminated, published, or used for purposes other than those specified in these specifications, until and unless the contract is terminated.

f) Provide all necessary documentation for contract fulfilment in Catalan or English, and use it in the services covered by the object of the contract.

- g) Adhere to applicable sector-specific and territorial collective agreements.
- h) Fulfil all obligations specified in these specifications.

#### **CLAUSE 20. AMENDMENT OF THE CONTRACT**

No amendments to the contract are foreseen.

#### **CLAUSE 21. RECEPTION AND WARRANTY PERIOD**

1. Verification of the proper execution of services and their subsequent acceptance will be conducted in accordance with Clause 3 of the technical specifications and through a TVAC reception report. This report will be prepared within one month from delivery or completion, provided the services meet the criteria for acceptance and satisfy the IEEC.
2. The contract settlement will be finalised within thirty days after the receipt of services or upon receipt of the invoice by the IEEC if the invoice is received after the date of service receipt.
3. A minimum warranty period of 12 months is stipulated in this contract.
4. The definitive warranty will be released or returned upon approval of the contract settlement, provided there are no outstanding liabilities to be claimed from the contractor.

#### **CLAUSE 22. ASSIGNMENT OF THE CONTRACT**

Assignment is prohibited under this contract.

#### **CLAUSE 23. DELAY IN PERFORMANCE**

1. The contractor is obligated to complete the contract within the specified total and, where applicable, partial deadlines.
2. Any delay by the contractor in performing the contract does not necessitate prior notice from the IEEC.
3. When the contractor, due to reasons attributable to them, fails to meet the deadline, the IEEC may choose to terminate the contract or impose daily penalties at a rate of 0.60 euros per 1,000 euros of the contract price (excluding VAT), as outlined in Article 193.3 of the LCSP.

Whenever the penalties for delay accumulate to an amount equal to or exceeding five percent of the contract price, excluding VAT, the procurement body may terminate the contract or choose to continue with additional penalties imposed.

4. The contractor may suspend contract performance due to non-payment, provided that the delay exceeds five months.
5. When the contractor, due to reasons attributable to them, delays in meeting the partial deadlines, the IEEC may choose to terminate the contract or impose penalties as stipulated in Article 193 of the LCSP.

#### **CLAUSE 24. LIABILITY IN THE EXECUTION OF THE CONTRACT**

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In addition to those established in the aforementioned Specifications, the following constitute:

a) Very serious misconduct:

- Making false declarations that the contractor has no financial or economic relationship in a tax haven or falsely stating that such a relationship is legal.
- Failure to comply with essential contractual obligations as specified in these specifications.
- Severe non-compliance with obligations derived from general regulations on occupational hazard prevention.
- Non-compliance or defective compliance with the obligations and/or conditions of contract execution established in these specifications and technical specifications, resulting in severe damage and not warranting contract termination.
- Any that have been classified as such in these specifications.

b) Serious misconduct:

- Non-compliance or defective compliance with the obligations and/or conditions of contract execution as established in these specifications and technical specifications, when they do not qualify as very serious misconduct.
- Failure to comply with obligations derived from general regulations on occupational hazard prevention, when it does not constitute very serious misconduct.
- Failure to comply with the special performance conditions specified in these specifications, when they have not been designated as essential contractual obligations.
- Any that have been classified as such in these specifications.

c) Minor misconduct:

- Non-compliance with formal or documentary obligations required by regulations on occupational hazard prevention, not classified as serious or very serious.
- Non-compliance or defective compliance with the obligations and/or conditions of contract execution as established in these specifications and technical specifications, when they do not qualify as serious or very serious misconduct.

Misconduct identified in these specifications is subject, according to its classification, to the penalty system and other responsibilities outlined in the Specifications of general administrative clauses.

The period for imposing the respective contractual penalty or sanction will be three months from the date on which the related file is initiated.

## **CLAUSE 25. TERMINATION OF THE CONTRACT**

1. This contract may be terminated for any of the reasons stipulated in Articles 211 and 313 of the LCSP.

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2. Apart from those established in the aforementioned specifications, the following constitute specific grounds for termination:

- a) Delay in service provision.
- b) Failure to comply with obligations derived from general regulations on occupational hazard prevention.
- c) Failure to adhere to essential clauses and obligations of the contract, including special performance conditions, categorised as a serious breach due to the company's culpability, fault, or negligence. This applies if such breaches involve essential clauses that resulted in penalties or compensation for damages and losses.
- d) The contractor's illegal relationship with countries considered tax havens.
- g) Partial non-execution of the services defined in the contract resulting in very serious damage.
- h) Failure to maintain due confidentiality regarding non-public or non-notorious data or background information related to the object of the contract, which they became aware of during the contract.
- i) Any causes established in this tender document.

#### **CLAUSE 26. INTEGRITY AND COLLUSION OF INTERESTS**

Pursuant to articles 1.3 and 64 of the LCSP, which uphold integrity and define conflicts of interest, companies will adhere to the following criteria for conduct and code of ethics:

Bidding companies and contractors of the IEEC must:

1. Align their conduct with the guiding principles of public procurement, prevent and disclose existing or potential conflicts of interest, report any irregularities or conflicts of interest they encounter or become aware of during the tender process or contract execution, and cooperate with the procurement body for their detection or resolution.
2. Uphold principles of equality, free competition, transparency, and integrity.
3. Refrain from any conduct that could distort competition.
4. Refrain from engaging in any act that directly or indirectly seeks to influence public officials or employees during the contract award or execution to obtain any benefit.
5. Refrain from offering gifts, favours, or services of value to members of the procurement body, IEEC officials and staff, or their relatives, including spouses or persons with whom they live in a similar affectionate relationship, relatives within the fourth degree of consanguinity, or second degree of affinity.
6. Ensure all individuals involved in the procurement procedure comply with conflict of interest regulations.

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7. Promptly communicate directly to the procurement body any irregularity or real or potential conflict of interest they encounter or become aware of during the tendering or execution of the contract.

Consequences of non-compliance

Failure by bidding companies to adhere to the conduct rules outlined in this clause may result in a prohibition on contracting if the requirements of Article 71 LCSP are met. In relation to the contracting company, subcontractor companies, suppliers, and auxiliary means, the conduct rules defined in this clause are deemed essential contractual obligations. Any infringement, characterised by grievance, fault, or negligence on the part of the company, constitutes very serious misconduct and may result in penalties as per Article 192.1, termination of the contract in accordance with Article 211.1.f) of the LCSP, and possible determination of a cause for prohibition of contracting as stipulated in Article 71.2.c).

Castelldefels, June 2024.

Ignasi Ribas Canudas  
Director of the IEEC

Pilar Montes Marbà  
Director of the Management Area/Manager of the IEEC

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**APPENDIX NO. 1. MODEL OF DECLARATION OF RESPONSIBILITY (ELECTRONIC FILE/ENVELOPE A)**

The undersigned, Mr. / Mrs. \_\_\_\_\_, with national identity no. (DNI) / foreign resident's identification no. (NIE) \_\_\_\_\_, in his/her own name / as legal representative of the natural person / legal entity \_\_\_\_\_, with tax identification no. (NIF) \_\_\_\_\_, with the following email address (@) \_\_\_\_\_ and for the purpose of bidding in the award procedure of \_\_\_\_\_ (file number \_\_\_\_\_).

***DECLARES UNDER HIS/HER OWN RESPONSIBILITY***

That the entity he/she represents has sufficient legal capacity and capacity to act.

That he/she has sufficient capacity to represent the company/entity \_\_\_\_\_, in accordance with the following:

The deed of power of attorney / deed of incorporation / deed of appointment of administrator granted on \_\_\_\_\_ before the notary \_\_\_\_\_ under no. \_\_\_\_\_ of his/her records;

The minutes of the assembly / meeting dated \_\_\_\_\_

That the activity carried out by the entity and stated as its corporate purpose in its by-laws or founding rules is the following:

\_\_\_\_\_.

That the entity he/she represents complies with the minimum conditions of economic, financial, and technical solvency established in Clause 6 of the specific administrative clauses for the award of the "\_\_\_\_\_ Contract."

That the company/entity is not subject to any prohibitions to contract with the Administration established in Article 71 LCSP and that it is up to date with its tax and Social Security obligations imposed by the provisions in force.

That the company/entity is not deregistered from the Economic Activities Tax (IAE) and is registered under heading(s) \_\_\_\_\_.

That the company/entity IS/IS NOT in a situation of exemption from the IAE legally foreseen.

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That the company/entity he/she represents, or its affiliated companies or interposed companies:

Does not engage in financial operations in tax havens considered criminal according to the list of countries drawn up by the European Institutions or endorsed by them, or failing that, by the Spanish State, nor outside these jurisdictions, which are considered criminal under the terms established by law, such as money laundering, tax fraud, or offences against the Public Treasury.

Has/have legal relations with tax havens (this will be publicised in the procurement profile) and submits the following documentation describing the financial movements and all related information:.....

Complies with the provisions of the regulations on occupational hazard prevention.

Complies with the economic and technical solvency provisions stipulated in Clause 6 of the specific administrative clauses for the awarding of the "..... *Contract.*"

**For companies with more than 50 employees**

That the overall number of employees is \_\_\_\_\_ and the specific number of employees with disabilities is \_\_\_\_\_ representing \_\_\_\_\_ % of the overall workforce.

Or

That he/she has chosen to comply with the alternative measures provided for by law.

**For companies forming part of a corporate group**

That the company \_\_\_\_\_ is part of the business group \_\_\_\_\_ and that the company/companies of the same group (*name of the companies*) \_\_\_\_\_ are also applying for this tender.

**For foreign companies and when the contract is to be performed in Spanish territory**

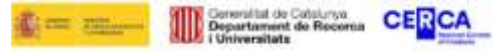
That the bidder agrees to submit to the jurisdiction of the Spanish courts for any legal proceedings arising directly or indirectly from the contract, waiving any foreign jurisdiction that may be applicable to the bidder.

Where necessary, other declarations:

\_\_\_\_\_, \_\_\_\_ of \_\_\_\_\_ 2024.



Co-financed by:



FILE NUMBER IEEC/74/2024

Place, date, signature of the person making the declaration, and stamp of the entity.

FILE NUMBER IEEC/74/2024

**APPENDIX NO. 2. MODEL TVAC IMPLEMENTATION COMMITMENT STATEMENT IN ACCORDANCE WITH THE TECHNICAL REQUIREMENTS AND COMPONENTS DESCRIBED IN THE TECHNICAL SPECIFICATIONS OF THE TENDER (ELECTRONIC FILE/ENVELOPE A)**

The undersigned, Mr. / Mrs. \_\_\_\_\_, with national identity no. (DNI) / foreign resident's identification no. (NIE) \_\_\_\_\_, in his/her own name / as legal representative of the natural person / legal entity \_\_\_\_\_, with tax identification no. (NIF) \_\_\_\_\_, with the following email address (@) \_\_\_\_\_ and for the purpose of bidding in the award procedure of \_\_\_\_\_ (file number \_\_\_\_\_).

***DECLARES UNDER HIS/HER OWN RESPONSIBILITY***

That the entity he/she represents undertakes to design, manufacture, and assemble a vacuum chamber (TVAC) in accordance with the technical requirements specified in Clause 2 TS.

| Code | Physical requirements of the Thermal Vacuum Chamber (TVAC)   |
|------|--|
| RF-1 | The cold plate must support test objects weighing up to 100 kg.  |
| RF-2 | It should accommodate test objects measuring 800 mm wide, 800 mm high, and 1,100 mm long.  |
| RF-3 | The cold plate itself must be a minimum of 800 mm wide and 1,100 mm long.  |
| RF-4 | The continuous internal chamber diameter must be at least 1,300 mm throughout its length and at least 1,200 mm inside the shroud.      |
| RF-5 | It must have a minimum internal length of 1,500 mm.  |
| RF-6 | It must include a cooling and heating system that maintains a temperature range from -80 °C to +100 °C.                                |
| RF-7 | It must provide a minimum thermal gradient of 1 °C/min for both heating and cooling of test objects between -60 °C and +80 °C.         |
| RF-8 | It must be capable of dissipating a continuous power generation of 100 W per test item across the temperature range specified in RF-7. |

|       |  |
|-------|--|
| RF-9  | It must achieve vacuum levels equal to or less than 1e-6 mBar.   |
| RF-10 | It must be capable of maintaining a stable, continuous vacuum within the range of 10 to 150 mBar.  |
| RF-11 | It must be capable of pumping from atmospheric pressure (~1 Bar) to 1e-6 mBar in under 5 hours.  |
| RF-12 | For electric propulsion tests, it must maintain pressures below 1e-4 mBar while the test article is operational, emitting 0.1 mg/s or less of ionic liquids. |

| Code | Technological requirements of the TVAC   |
|------|--|
| RT-1 | It must include a cold plate and shroud system surrounding the chamber interior, ensuring thermal stability.               |
| RT-2 | Shroud and cold plate temperature control systems must be operated independently via separate circuits.                    |
| RT-3 | The thermal shroud must encompass the entire interior of the cylinder, including cylindrical side walls, bottom, and door. |
| RT-4 | It must use a removable sliding cold plate, with a minimum sliding distance of 600 mm.                                     |
| RT-5 | It must feature at least one opening providing full access to the chamber for test object installation.                    |
| RT-6 | It must include equipment and software for controlling parameters and operating heating, cooling, and vacuum processes.    |
| RT-7 | It must be capable of remote control and operation of the TVAC system.   |
| RT-8 | It must include a minimum of one roughing pump system and two turbomolecular pumps.  |
| RT-9 | It must incorporate a cold trap designed to capture particles at low pressure using a                                      |

|       |   |
|-------|---|
|       | closed-loop system.   |
| RT-10 | It must Include a minimum of 8 flanged openings (flanges) for bulkhead mounting, distributed throughout the chamber with higher density near the chamber door.  |
| RT-11 | It must have fixings on the cold plate to support test articles, featuring a threaded hole pattern.   |
| RT-12 | It must have an arrangement of concentric windows of at least 100 mm diameter along the horizontal midline of the cylinder, equi-spaced with a minimum of 6 side windows, each with shroud guards.  |
| RT-13 | It must include two windows along the central axis: one at the chamber door and one at the end, each with respective shroud protectors.   |
| RT-14 | It must be equipped with separate valves or actuators to control different pump systems.  |
| RT-15 | It must include the following ports:<br><ul style="list-style-type: none"> <li>- At least 4 channels of high-voltage feedthroughs rated for a minimum of 5 kV.</li> <li>- At least 100 D-type subminiature pin feedthroughs.</li> <li>- At least 8 BNC and 8 SMA feedthroughs.</li> </ul> |
| RT-16 | It must incorporate a temperature-controlled quartz crystal microbalance (TQCM) for measuring volatiles and monitoring chamber contamination.   |
| RT-17 | It must include a residual gas analyser (RGA) to detect and measure particulates within the chamber.  |
| RT-18 | It must implement a suitable cable routing system inside the chamber.   |
| RT-19 | The TVAC must be operated without requiring an external cryogenic supply.   |
| RT-20 | It must provide a minimum of two additional ports for future cryogenic installations.   |
| RT-21 | It must include a smooth surface protective system to prevent contamination and erosion of the chamber and shroud interiors during electric propulsion tests (e.g.,   |

|       |  |
|-------|--|
|       | removable cylindrical housing for the chamber bottom).   |
| RT-22 | It must provide all necessary communication cables, ports, and sensors for pressure and temperature monitoring and control.  |
| RT-23 | It must have a minimum of 5 temperature sensors to monitor temperature at 5 different points on the test objects, along with a system for recording and displaying temperature readings. |

| Code | Additional requirements  |
|------|--|
| RA-1 | It must support the addition of additional sections in the future to expand the chamber size.  |
| RA-2 | It must allow the replacement of damaged sections or parts of the chamber.   |
| RA-3 | All sections, parts, and individual blocks of the chamber, including support structures, must be capable of passing through a doorway measuring 1,600 mm wide and 2,000 mm high. |
| RA-4 | A Factory Acceptance Test (FAT) and a Site Acceptance Test (SAT) must be conducted to verify proper functioning of the TVAC.   |
| RA-5 | It must include delivery to the site, movement of the TVAC into the designated room, installation, initial configuration, and basic training for a minimum of five personnel.    |
| RA-6 | Comprehensive documentation must be provided, including drawings, wiring diagrams, operating manuals, and maintenance instructions.  |
| RA-7 | It must be manufactured according to EU standards (e.g., ECSS) and comply with corresponding safety requirements.  |

\_\_\_\_\_ of \_\_\_\_\_ 2024.

Place, date, signature of the person making the declaration, and stamp of the entity.

**APPENDIX NO. 3. MODEL OF FINANCIAL BID AND OTHER AUTOMATIC CRITERIA (ELECTRONIC FILE/ENVELOPE C)**

Mr/Mrs. \_\_\_\_\_, with national identity no. (DNI) \_\_\_\_\_, acting on behalf of *(himself/herself or the company he/she represents)*, having consulted the announcement published in the procurement profile of the Institut d'Estudis Espacials de Catalunya (Institute of Space Studies of Catalonia, IEEC) on the date \_\_\_\_\_, of the call for tenders for the *Contract for \_\_\_\_\_*” to be awarded by open procedure, and being aware of the conditions, requirements and obligations required for the award of the contract, undertakes on behalf of *(himself/herself or the company he/she represents)* to execute it in strict compliance with the specific conditions and technical specifications, and with the conditions and requirements of the legislation in force:

**1. For the bid price of:**

|           |                      |
|-----------|----------------------|
|           |                      |
| Price (1) | € _____ (in words)   |
|           | € _____ (in numbers) |
| VAT (2)   | € _____ (in words)   |
|           | € _____ (in numbers) |

\*The financial bids to be made, clearly stating the amount in euros, in letters and numbers. The amount of Value Added Tax to be charged must be indicated as a separate item.

**2. Extension of the technical warranty period for the supplied goods beyond the minimum specified in the specifications (12 months)**

| Item  | State additional year/years of warranty |
|---|---|
| Offer by the bidder of a warranty period for the goods supplied |   |

\_\_\_\_\_, \_\_\_\_ of \_\_\_\_\_ 2024.

(Name of the company being represented; signature of each representative from the respective companies; company stamps or seals)

FILE NUMBER IEEC/74/2024

**APPENDIX NO. 4. MODEL OF DECLARATION OF INCORPORATION OF A TEMPORARY JOINT VENTURE**

Mr/Ms \_\_\_\_\_ with national identity no. (DNI) \_\_\_\_\_  
on behalf of the company \_\_\_\_\_ with tax identification no. (NIF)  
\_\_\_\_\_; Mr/Ms \_\_\_\_\_ with national identity no.  
(DNI) \_\_\_\_\_ on behalf of the company \_\_\_\_\_  
with tax identification no. (NIF) \_\_\_\_\_;

**DECLARES**

a) willingness to form a joint venture to participate in the bidding process for the  
“ \_\_\_\_\_ *Contract*,” specifying the  
percentage of participation in the contract execution as follows:

\_\_\_\_\_% by the company \_\_\_\_\_.

\_\_\_\_\_% by the company \_\_\_\_\_.

b) That upon being awarded the aforementioned tender process, he/she undertakes to formally  
establish a joint venture through a public deed.

c) That he/she designates as the representative of the temporary joint venture in this bidding  
process Mr. / Mrs. \_\_\_\_\_ with national identity no. (DNI)  
\_\_\_\_\_.

c) That the name of the temporary joint venture to be incorporated is  
\_\_\_\_\_, and the address for notifications is  
\_\_\_\_\_.

telephone no. \_\_\_\_\_; fax no. \_\_\_\_\_, email address (@)  
\_\_\_\_\_.

And in witness whereof, they have signed this declaration,

\_\_\_\_\_, \_\_\_ of \_\_\_\_\_ 2024.

(Name of the company being represented; signature of each representative from the respective  
companies; company stamps or seals)