

SPECIFIC ADMINISTRATIVE CLAUSES

CONTRACT FOR THE PRODUCTION, CONSTRUCTION, ASSEMBLY, DISASSEMBLY AND TECHNICAL USE OF THE STAND OF THE INSTITUTE OF SPACE STUDIES OF CATALONIA AT THE INTERNATIONAL ASTRONAUTICAL CONGRESS TO BE HELD IN MILAN FROM 14 TO 18 OCTOBER 2024

TABLE OF CHARACTERISTICS OF THE CONTRACT

File Number IEEC/86/2024

PROCESSING: STANDARD**AWARD PROCEDURE:** OPEN**ELECTRONIC TENDER**

CPV codes: 30193500-3 Display stand
79950000-8 Exhibition, fair and congress organisation services

A. MAXIMUM TENDER BUDGET: €60,500.00 (including VAT), broken down as follows:

Items	€ amount
Tax base (excluding VAT)	€50,000.00
VAT (21%)	€10,500.00
Tender budget (including VAT)	€60,500.00

This budget is broken down in clause 2 of this tender.

A.1. ESTIMATED CONTRACT VALUE: €50,000.00 (excluding VAT), broken down as follows:

Items	€ amount
Maximum tender budget	€50,000.00
Possible modifications (maximum 20%)	Not applicable
Value of the different extensions	Not applicable
TOTAL AMOUNT (EXCLUDING VAT)	€50,000.00

B. AWARD PROCEDURE:**Open procedure** taking into consideration several award criteria.**C. GUARANTEES:**

PROVISIONAL: not applicable
DEFINITIVE: 5% of the award amount (excluding VAT)
ADDITIONAL: not applicable

D. DURATION OF THE CONTRACT:

The maximum period of execution of this contract is from the formalisation of the contract until 19 October 2024. The assembly will take place on 12 and 13 October 2024 from 8:00 to 20:00. Disassembly will take place between 16:30 on 18 October 2024 and 08:00 on 19 October 2024 (overnight).

E. CONTRACT EXTENSION:

No contract extensions are planned.

F. GUARANTEE TERM:

1 year.

G. SOLVENCY OF BIDDERS:

Economic, financial and technical or professional solvency, determined in this specification.

H. PAYMENT METHOD:

Payment will be made once the execution of the contract is complete.

I. REVISION OF PRICES:

The price revision is not applicable.

J. ADMISSION OF VARIANTS:

No variants are allowed.

K. PRESENTATION OF PROPOSALS:

In this tender, electronic, computer or telematic means must be used for all phases of the procurement procedure, including those corresponding to the bidding companies, among others, the submission of bids. Tenders that are not submitted electronically, in the manner determined in clauses 7 and 8 of these specifications, will be excluded.

Tenders will be submitted exclusively through the Generalitat of Catalonia's electronic public procurement platform:

https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/search.pscp?reqCode=start&set-locale=ca_ES

Proposals submitted by any other means will be rejected.

Date: The last day to submit tenders will be **12 August 2024, at 14:00.**

L. OPENING OF TENDERS:

The public act of the Board in which the opening and reading of the economic and automatically assessable tenders will take place via Zoom on **30 August 2024 at 10:00 a.m. by telematic means after registration (*)**.

(*) Instructions to be followed for registration:

- Those interested in attending the event must register by sending an email to: contractaciopublica@ieec.cat
- The SUBJECT field must state: REGISTRATION OF PUBLIC ACT OF OPENING IEEC/86/2024.
- The body of the message must include FULL NAME, national ID, ENTITY HE/SHE REPRESENTS and an EMAIL address. Successful registrants will receive a link through ZOOM to connect to watch the Public Opening Ceremony online.

M. CONSULTATIONS DURING THE PERIOD FOR SUBMISSION OF PROPOSALS:

Interested parties may request additional information on the specifications and complementary documentation up to 6 calendar days before the deadline for submission of proposals. No information will be provided after this date.

Consultations can be made through the tool provided 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

The responses issued regarding clarifications of the specifications and other documentation regulating the tender will be published in aggregate form without identifying the issuer of the consultation in the [procurement profile](#).

These responses will be binding.

CLAUSE 1. OBJECT AND LEGAL REGIME OF THE CONTRACT

1. Object of the contract

The object of this contract is the provision of services for the production, construction, assembly, disassembly and technical operation of the IEEC stand at the 75th International Astronautical Congress to be held in Milan from 14 to 18 October 2024. Once the stand has been disassembled and taken down, the contractor must remove the materials and furniture, leaving the stand empty.

The design and drafting of the technical project of the stand is not part of the contract as this will be carried out by the IEEC through a specialised company and will form part of the Technical Specifications as an attached document.

The technical scope of the provision is specified in the Technical Specifications.

The following documents are included in the file and are of a contractual nature:

- This set of Specific Administrative Clauses with its appendices
- The set of technical specifications and its appendices.

Pursuant to article 99.3 of the Spanish Public Sector Contracts Act (LCSP) 9/2017, of 8 November, the object of the contract has not been divided into lots because the independent performance of the different services included in the object of the contract hinders the correct execution of the contract from a technical point of view.

2. Legal regime

The preparation and award of the contract subject to this tender is subject to the legal regime of the Spanish Public Sector Contracts Act (LCSP) 9/2017, of 8 November.

With regard to the effects and termination of the contract of this tender, it is subject to private law, in accordance with the provisions of Article 26 of the LCSP. However, the provisions of Articles 201 on obligations in environmental, social or labour matters; 202 on special conditions of execution; 203 to 205 on cases of modification of the contract; 214 to 217 on assignment and subcontracting; as well as the payment conditions established in sections 4 of Article 210 will be applicable.

Pursuant to Article 27.1 of the LCSP, the contentious-administrative jurisdiction shall have the authority to adjudicate disputes arising between the parties regarding the contract's preparation, award, and modification phases. This authority applies when challenges to the contract modification are grounded in non-compliance with the provisions outlined in Articles 204 and 205 of the LCSP, and it is deemed that this modification should have undergone a new contract award process. The civil jurisdiction will be competent to resolve the controversies that arise in relation to the effects, performance and termination of the contract, in accordance with the provisions of Article 27.2 of the LCSP.

The contract will be processed through an open procedure, in accordance with the provisions of Articles 156, 157, and 158 of the LCSP.

Within the context of Article 190 of the LCSP, the IEEC Director and the Director of the Management Area/Manager, acting jointly and based on the notarial deed executed by Mr. Pedro A. Casado Martín in Barcelona on 29 September 2017 (protocol number 2,109), will have the authority to interpret the contract, address any compliance-related doubts, make modifications in the public interest, and determine its termination and associated consequences.

CLAUSE 2. TENDER BUDGET AND ESTIMATED CONTRACT VALUE

1. In accordance with article 100 LCSP, the basic tender budget is **€60,500.00 including VAT**, broken down as follows: €50,000.00 net budget and €10,500.00 as Value Added Tax at the rate of 21%.

The amount indicated in the previous paragraph as the net budget constitutes the maximum figure of price or cost that the bidding companies can offer. The tender will be excluded if the amount of the net budget is exceeded.

The price is determined on a flat-rate basis.

The net budget (excluding VAT) has been calculated taking into account the following costs and expenses:

PAVING: €5,800.00 (excluding VAT). Supply and installation of the following elements:

- 143 m2 platform 4 cm in height covered with carpet (choice of colour)
- aluminium profiles
- 1 ramp for the disabled

STRUCTURE: €15,000.00 (excluding VAT). Supply and installation of the following elements:

- Central structure made with columns 350 cm in height. This part of the area is used as a meeting room, decorated with transparent curtains made of PVC strips.
- Perimeter structure made with columns 250 cm in height dedicated to 8+6 dividing areas of the exhibitors (with different sizes).
- In any exhibition area there is a division with panel size 100x200h cm with graphics.
- Storage room made with double wooden panels 250 cm in height painted with white water-based paint and with graphics. At the reception entrance and behind a demo area there is a cube structure to support the customer panel.
- 1 wall between the desk and the meeting room to divide the two spaces and support two monitors.

FURNITURE: €5,300.00 (excluding VAT). Supply and installation of the following elements:

- 9 white reception desks cm: 100x50x100h
- 6 personalised high tables cm 150x50x100h
- 30 stools
- 14 round tables
- 56 chairs
- 1 exhibition podium
- 1 cube per panel
- 2 shelves

<ul style="list-style-type: none">• 2 wardrobes• 1 water dispenser for 19 l with glasses• 1 coffee maker with 300 doses• 1 waste-paper bin• 18 waste containers
ELECTRICITY: €2,500.00 (excluding VAT). Supply and installation of the following elements: <ul style="list-style-type: none">• 18 spotlights (30 W)• 20 multi-socket outlets• 3 electrical panels (18 kw)
GRAPHICS: €4,900.00 (excluding VAT). Supply and installation of the following elements: <ul style="list-style-type: none">• 2 institutional graphics (600x50h cm - with institutional logo)• 2 institutional graphics 650x50h cm (with institutional logo)• 1 graphic for reception• 14 graphics for exhibitors name with a diameter of 60/70 cm (with exhibitor's logo)• 8 graphics for the exhibitors 100x200h cm (for 8 exhibitors)• 8 graphics for the exhibitors 100x200h cm (for 6 exhibitors)• 1 graphic for the storage room
AUDIOVISUAL: €2,300.00 (excluding VAT). Supply and installation of the following elements: <ul style="list-style-type: none">• 2 x 55" monitors• 1 audio system for the meeting area• 1 microphone for the podium• 2 wireless microphones• 1 mainband microphone
INTERNET: €1,000.00 (excluding VAT). <ul style="list-style-type: none">• 1 data connection point (wired internet)
OTHER SERVICES: €13,200.00 (excluding VAT). <ul style="list-style-type: none">• 8 assemblers• 2 electricians• first-time cleaning of the stand• transportation• assembly (assembly and disassembly)• maintenance• technical support for the stand• technical support for audio/video

TENDER BUDGET (excluding VAT)	€50,000.00
VAT	€10,500.00

TENDER BUDGET (including VAT)	€60,500.00
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This tender budget includes all valuation factors and costs which, according to the contract documents and the applicable law, are to be borne by the successful bidder.

The IEEC is not obliged to use the entire tender budget for this contract and will only pay the successful bidder for the work actually carried out.

This budget includes the following costs:

- Direct costs: personnel costs.
- Indirect costs: administrative costs, insurance, travel expenses, etc.

2. The estimated value of the contract (EVC) is €50,000.00, not including Value Added Tax (VAT). This figure includes the total amount that the contractor could be paid, all in accordance with the provisions of article 101 of the LCSP.

Year	EVC provision	EVC eventual extensions	EVC modifications with increased economic cost	SUM
2024	€50,000.00	-	-	€50,000.00

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

4. Variants are not admitted.

CLAUSE 3. DURATION OF THE CONTRACT

The maximum period of execution of this contract is from the formalisation of the contract until 19 October 2024. Assembly will take place on 12 and 13 October 2024 from 8:00 to 20:00. Disassembly will take place between 16:30 on 18 October 2024 and 08:00 on 19 October 2024 (overnight).

CLAUSE 4. PROCUREMENT BODY. PROCUREMENT PROFILE. PROCUREMENT FILE AND AWARD PROCEDURE. PROCESSING BY ELECTRONIC MEANS

1. The procurement body comprises the IEEC Director and the Director of the Management Area/Manager of the Institute of Space Studies of Catalonia jointly.

2. The IEEC's procurement profile 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

3. The procurement file will be subject to standard processing and will be processed exclusively by electronic means.

4. This contract will be awarded by open procedure provided for in art. 156 to 158 of the LCSP.

CLAUSE 5. PUBLICATION OF THE PROCEDURE. CONSULTATIONS DURING THE PERIOD FOR SUBMISSION OF PROPOSALS

1. The tender will be published in the IEEC's Procurement Profile through the Public Procurement Platform of the Generalitat of Catalonia (https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/search.pscp?reqCode=start&set-locale=ca_ES) at least 15 calendar days before the last day for receipt of proposals.

2. Consultations during the period for submission of proposals.

Interested parties may request additional information on the specifications and complementary documentation up to 6 calendar days before the deadline for submission of proposals. No information will be provided after this date.

Consultations can be made through the tool provided 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.

The responses issued regarding clarifications of the specifications and other documentation regulating the tender will be published in aggregate form without identifying the issuer of the consultation in the [procurement profile](#).

These responses will be binding.

CLAUSE 6. CAPACITY, APTITUDE AND SOLVENCY REQUIREMENTS FOR BIDDING COMPANIES

1. Bidding companies, whether natural or legal persons, Spanish or foreign, must possess full legal capacity to act and cannot be subject to any incapacity or prohibition to contract as determined by current legislation, all in accordance with the provisions of articles 65 and 71 of the LCSP.

Pursuant to the provisions of Articles 65 and 66 of the LCSP, the activity of the bidding companies that are legal persons must be related to the object of the service contract, according to their respective statutes or founding rules.

2. Bidding companies must have an organisational structure with adequate resources to fulfil the obligations of the contract. Additionally, they must possess any necessary business or professional authorisations required for the performance of the contract's activities or services. Bidders, contractors, subcontractors, subsidiaries, or interposed companies involved in this contract are prohibited from conducting financial transactions in tax havens. This prohibition is in accordance with the list of countries compiled by European institutions or endorsed by them, or alternatively, by the Spanish State. Additionally, financial operations, whether within or outside

tax havens, which are deemed criminal under legally established terms such as money laundering, tax fraud, or offenses against the Public Treasury, are strictly prohibited.

3. A temporary joint venture formed specifically for this contract must demonstrate the required solvency As outlined in these specifications, adhering to the legal and regulatory requirements currently in effect.

4. Each bidder is restricted to submitting only one proposal in this procurement procedure, whether independently or in partnership with other companies. Submitting more than one tender, either individually or in collaboration with others, will result in the rejection of all proposals associated with the offending tenderer and their exclusion from the tender process.

Additionally, a tenderer cannot participate in joint ventures with other bidders if they have already submitted an individual proposal, nor can they be involved in more than one joint venture grouping. Violation of these regulations will lead to the rejection of all submitted proposals.

5. Solvency requirements:

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

5.1. Economic and financial solvency

Economic and financial solvency must be proven by the following means:

- **Civil liability insurance**

In accordance with article 87 b) of the LCSP, it is required to have in place a professional risk indemnity liability insurance policy valid until the bid submission deadline, with a minimum coverage amount of €50,000.00, and a commitment to renew or extend it to ensure continuous coverage throughout the contract's execution.

This requirement is considered fulfilled by the bidder or candidate who includes in their bid a binding commitment to obtain the necessary insurance in the event of contract award. This commitment must be implemented within ten working days from receiving the requirement.

5.2. Technical or professional solvency

Technical or professional solvency must be proven by the following means:

- **Services executed**

The bidder must provide a list of the main services or work carried out in the last three (3) years in services of the same nature as those that constitute the object of the tender, specifically related to the production, construction, assembly, disassembly, and technical operation of stands. Within this three-year period, the bidder must demonstrate having completed at least three (3) contracts for stand production, construction, assembly, disassembly, and technical operation. Each of these contracts should have a value equal to or greater than 70% of the maximum tender budget.

Contracts executed may be verified through certificates issued or endorsed by the competent authority. If the recipient is a public entity, these certificates suffice. However, if the recipient is a private entity, the verification can be done using a certificate or document issued by the private entity. In the absence of such documentation, a declaration by the employer, supported by relevant documents, can serve as proof of service performance.

5.3. Despite the foregoing, companies that have been involved in drafting the technical specifications for this contract or have provided advice or participated in any capacity during the procurement process may not participate in this tender. Such participation could potentially result in restrictions on free competition, fraudulent practices, or favouritism compared to other bidding companies.

5.4. The conditions outlined in this clause will be declared using the methods specified in the following clause.

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

The documentation must be submitted in two separate electronic files or envelopes, labelled **A** and **B**, respectively.

These electronic files/envelopes must be digitally signed by the bidding company or its authorised representative. Additionally, a separate sheet of paper must be enclosed inside each envelope, listing the documents included within it in numerical order.

Bidding companies are permitted to specify in the relevant electronic file/envelope which information within their proposal is deemed confidential. However, they may not designate as confidential the economic bid or any documents that are publicly accessible. The procurement body will ensure the confidentiality of information explicitly marked as such, as long as it complies with the conditions established in article 133 of the LCSP.

If deemed necessary, the procurement body may request confirmation from the company regarding the confidential nature of the submitted documentation, specifying any aspects that deviate from the provisions outlined in Article 133 of the Public Sector Contracts Act (LCSP).

In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April, on the protection of natural persons with regard to the processing of personal data and the free movement of such data, as well as Organic Law 3/2018 of 5 December, on the Protection of Personal Data and the guarantee of digital rights, please be informed that personal data will be processed by the Institut d'Estudis Espacials de Catalunya (Institute of Space Studies of Catalonia – IEEC), located at Edificio RDIT, C/ Esteve Terradas, 1 pl. 2 desp. 212, 08860 Castelldefels, acting as Data Controller. This processing is carried out to facilitate the procurement process with this entity and may involve transfers in compliance with legal obligations. No plans exist for international transfers of data. Failure to provide the required data will render it impossible to process your offer submission. The provided data will be retained for the duration necessary to fulfil legal and contractual obligations, in accordance with prevailing legislation.

The bidder retains the right to access, rectify, and delete their provided data, as well as to request limitation and/or objection to its processing or request data portability. This can be done by submitting a letter to the address provided above or via email, accompanied by an official identification document. Detailed information regarding Data Protection is available on our website: (<https://ieec.cat/>).

Each electronic file/envelope submitted by the bidding company must exclusively contain the documentation intended for its designated purpose, therefore:

- **The documentation within electronic file/envelope A must not include any information that would reveal the contents of electronic file/envelope B.**

Non-compliance with this requirement will result in exclusion from the tender process.

1. Electronic file/Envelope A

The first page must state:

“Electronic file/Envelope A. Statement of compliance or ESPD for the procedure related to the contract whose object is , file no....., submitted by with tax ID (NIF) ..., address for communications ..., fax ..., e mail....”

The file must contain:

1. The envelope must contain the statement of compliance attached as a model in Appendix 1, or alternatively, as an alternative to the statement of compliance, the ESPD (European Single Procurement Document) may be submitted.

In part IV of the ESPD: ‘Selection criteria’, you must answer exclusively whether or not all the necessary selection criteria of accreditation of economic and technical solvency are fulfilled, by ticking the box ‘yes’ or ‘no’. THE VARIOUS INFORMATION SECTIONS OF THE SELECTION CRITERIA MUST NOT BE FILLED IN.

Furthermore, the bidding companies must indicate in the statement of compliance or ESPD the information concerning the person(s) authorised to represent them in this tender procedure.

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

Besides the ESPD, these companies must provide a document with the commitment to formally form a temporary consortium if they are awarded the contract.

In the event that the bidding company uses the capacities of other companies to accredit economic and/or technical solvency, in accordance with the provisions of Articles 75 and 140.1.c) LCSP, it must indicate this circumstance in the ESPD (in part II, section C) and submit another separate ESPD for each of the companies.

Pursuant to Article 140.1.f) LCSP, if foreign companies bid and the contract is executed in Spanish territory, participation in the tender entails the submission of the bidding company and the successful bidder to the jurisdiction of the Spanish courts of any order, for all incidents that, directly or indirectly, may derive from the contract, and with the waiver, where applicable, of the foreign jurisdiction that may correspond to the bidder.

2. In the case of submitting the ESPD, in addition to the ESPD, a statement of compliance must be attached, alternatively, stating that the company that it represents:

- Does not have legal relations with tax havens.
- Has legal relations with tax havens. In this case, the summary descriptive documentation of the specific financial transactions and the information relating to these operations must be attached. The fact that the company has declared that it has relations with tax havens will be posted in the procurement profile.

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

The IEEC reserves the right to request bidding companies to submit all or part of the documentation supporting their fulfilment of these prerequisites when deemed necessary for the proper conduct of the procedure. Nevertheless, a bidding company registered in the Electronic Register of Bidding Companies (RELI) of the Generalitat of Catalonia, the Official Register of Tenderers and Classified Companies of the Public Sector (ROLECE), or an official list of economic operators of a European Union Member State with unrestricted access, is not required to submit supporting documents or other documentary evidence for the data recorded in these registers.

2. Electronic file/Envelope B

The first page must state:

“Electronic file/Envelope B. Proposal for the procedure relating to contract no., whose object is, file no., submitted by.... with tax ID (NIF), with address for communications purposes__ telephone, fax e-mail..... Documentation verifying the technical references relevant to the weighting of the award criteria that can be assessed automatically”

This envelope must contain the economic bid and the documentation accrediting the technical references for the weighting of the automatically assessable award criteria signed by the bidding company or person representing it, and the documentation for the weighting of the automatically assessable criteria as indicated in clause 9.

The economic bid and documentation accrediting the technical references for the weighting of the automatically assessable award criteria must conform to the model attached as **Appendix 2** to this tender document.

With regard to the economic bid, in the event of discrepancy between the amount proposed in number and its longhand expression, the latter will be taken into account. If any proposal does not match the documentation examined and admitted, is higher than the amount of the tender, varies substantially from the established model or involves a manifest error in the amount of the

proposal, or there is recognition by the bidder that it contains an error or inconsistency that makes it unfeasible, it will be rejected by the Procurement Board. However, no alteration or omission of any word in the model shall be sufficient grounds for rejection if it does not alter its meaning. The proposal must indicate, as a separate item, the value added tax to be charged.

Failure to submit these documents will result in the Procurement Board's exclusion of the tender submitted by the tenderers.

Each tenderer may submit only one bid. A tenderer may not sign a joint proposal with other tenderers if it has done so individually. Any contravention of these principles will result in the rejection of all proposals submitted by the tenderer.

CLAUSE 8. DEADLINE FOR SUBMISSION OF PROPOSALS

1. This tender process is conducted electronically.

In accordance with the provisions of article 159 and additional provision 16a of the LCSP, in this tender, electronic, computer or telematic means must be used for all phases of the procurement procedure, including those corresponding to the bidding companies, among others, the submission of bids. Bids not submitted electronically, as outlined in these specifications, will be deemed ineligible.

Submission of bids implies the bidding company's unconditional acceptance of the entire specification documents without exception.

Each bidding company is permitted to submit only one tender.

Proposals may be submitted in any of the co-official languages of Catalonia, in accordance with clause 7 of the specifications.

2. Interested parties may request additional information on the specifications up to 6 calendar days before the deadline for submission of proposals. No information will be provided after this date.

Consultations can be made through the tool provided on the electronic public procurement platform of the Generalitat of Catalonia.

The responses issued regarding clarifications of the specifications and other documentation regulating the tender will be published in aggregate form without identifying the issuer of the consultation in the procurement profile. These responses will be binding.

3. The deadline for submitting the required documentation will be a minimum of 15 calendar days, commencing from the day following the publication of the notice in the procurement profile.

The announcement in the procurement profile will specify the final deadline for proposal submission. No tenders will be accepted after this deadline has passed.

4. Tenders must be submitted exclusively through the electronic public procurement platform of the Generalitat of Catalonia using the Sobre Digital 2.0 (Digital Envelope) tool.

https://contractaciopublica.gencat.cat/ecofin_pscp/AppJava/search.pscp?reqCode=start&set-locale=ca_ES

Proposals submitted by any other means will be rejected.

Initially, bidding companies must complete the registration form within the tool. Subsequently, they will receive a confirmation email at the address provided in the same form.

This email will include a link granting exclusive access for bid submission, allowing attachment of all required documentation in electronic format via the tool, for the purpose of subsequently submitting the bid in the corresponding envelopes. It should be noted that documentation may be attached in stages, but always prior to the bid submission deadline.

Bidding companies must ensure they retain the provided email address, as it will serve as the sole means to access their bid submission link through Sobre Digital 2.0.

For attaching the documentation, the tool will prompt the entry of a keyword for each envelope constituting the tender, except for Envelope A. It is important to emphasise that once the bid is submitted, modifications to the attached documentation will not be possible.

The documentation will be encrypted with keywords at the time of bid submission, ensuring the confidentiality of its contents until the designated moment.

These keywords will be known exclusively by the bidding companies and will be essential for decrypting the documentation. Therefore, it is crucial for companies to securely retain these keywords.

Within 24 hours following the close of proposal submission, the IEEC will send an email to the bidding companies via the two designated custodians, requesting them to input the keywords into the Sobre Digital 2.0 tool.

Upon entry of the keywords, the bids will be decrypted; however, they will remain confidential and stored in a secure, inaccessible virtual space until the deadline established for the opening of the envelopes.

If a bidding company fails to enter the keywords before the specified date and time for opening the envelopes, the submitted bids will remain encrypted, rendering their contents inaccessible, and consequently, they will not be evaluated.

In the event of a technical failure on the deadline day for proposal submission that prevents bids from being submitted via the Sobre Digital 2.0 tool, the procurement body will extend the submission period and publicly announce it through the procurement profile.

Additionally, it's important to note that tenders must be free from computer viruses and any other harmful elements that could impede the opening of the envelopes. Therefore, it is the responsibility of the companies to ensure the proper presentation of their bids. However, if documents containing viruses are submitted, the company will bear sole responsibility for the inability to access their contents.

In the event that submitted documents are damaged, illegible, blank, or infected with a virus, it will be the responsibility of the Board to evaluate the legal consequences arising from the inability

to access the bid content. This may result in the possible exclusion of the company if the inaccessible documents are deemed essential for understanding or evaluating the bid.

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

- .doc or .docx
- .pdf

Please be advised that the technical specifications necessary for tender submission can be found in the 'e-Tendering' section of the PSCP.

https://contractaciopublica.gencat.cat/ecofin_sobre/AppJava/views/ajuda/empreses/index.xhtml?set-locale=ca_ES

CLAUSE 9. EVALUATION CRITERIA OF BIDS

The selection of the best tender will be determined on the grounds of the best value for money in order to obtain high quality offers.

The specific bid will be assessed both technically and financially.

The following award criteria will be used to evaluate the bids submitted:

- Award criteria that can be assessed automatically: 100 points.

AWARD CRITERIA THAT CAN BE ASSESSED AUTOMATICALLY (UP TO 100 POINTS)

1. Economic bid (up to 65 points)

The highest score will be assigned to the tenderer with the lowest admissible price, which should neither be abnormally low nor exceed the net tender budget (i.e., the maximum tender budget excluding VAT). For the remaining tenderers, the score distribution will follow the following formula:

$$\left(\frac{\text{Net tender budget} - \text{bid}}{\text{Net tender budget} - \text{lowest bid}} \right) \times \text{Max points} = \text{Resulting score}$$

The following limits apply to the assessment of tenders with potentially abnormal or disproportionate values:

- A deviation of 10 percentage points below the average of all tenders, or 20 percentage points below the net tender budget for a single tendering company.
- If there are more than 10 tenderers, we may disregard the lowest and/or highest tender when calculating the average, provided that the difference exceeds 5% compared to the next highest tender.
- For more than 20 tenderers, we can exclude one or both of the two highest and/or one or both of the lowest tenders from the average calculation. However, this exclusion is valid only if the excluded tender(s) have a difference of more than 5% compared to the next lowest tender.

Bids will be rejected if they are found to be abnormally low because they do not comply with applicable environmental, social or labour law obligations laid down in Union law, national law, collective agreements or by the provisions of international law listed in Annex X to Directive 24/2014.

In the event of a tie in the total score among several bidding companies, the following tie-breaking criterion will be applied:

- The bidding companies with the lowest percentage of temporary contracts in their workforce will be given preference. Additionally, if multiple bidding companies that have tied for the most advantageous proposal demonstrate a higher percentage of disabled workers than required by regulations, the company with the highest percentage of permanent disabled workers on its staff will be prioritised in the contract award process.
- If a tie persists, it will be determined by drawing lots.

2. Technical-automatic assessment criteria: This section will be evaluated for a maximum of 35 points, following the scales below:

2.1	<p>Stand lighting, furniture and structure (30 points)</p> <p>1.1. The bidder's commitment to light the stand with LED or similar technology will be assessed: 6 points.</p> <p>1.2. The bidder's commitment to offer the main reception desk backlit with LEDs will be assessed: 6 points.</p> <p>1.3. The bidder's commitment to ensure each of the large spaces of the companies (8) will have an aluminium totem or luminous frame, with LEDs, and double-sided printing (backlit) will be taken into account: 6 points.</p> <p>1.4. The bidder's commitment to ensure each of the small spaces of the start-ups (6) will have an aluminium totem or luminous frame, with LEDs, and double-sided printing (backlit) will be taken into account: 6 points.</p> <p>1.5. The bidder's commitment to use an aluminium stand structure (SYMA system, sections mm40sx40/80/120 in black or natural finish) will be taken into account: 6 points.</p>
2.2.	<p>Proposal for the reuse of materials (5 points):</p> <p>The bidders contribution of a proposal for the reuse of materials (e.g. aluminium structure, panels, furniture, electrical system, monitor, platform) in excess of 70% will be assessed: 5 points.</p> <p><u>In order to obtain the score, bidders will need to provide the proposal for the reuse of materials in envelope B. If the proposal is missing from the bid, this section will not be scored.</u></p>

CLAUSE 10. PROCUREMENT BOARD

The Procurement Board will be comprised of:

Chair: Mr. Josep Colomé, Director of the Department for Promoting the Space Sector in Catalonia at the IEEC.

Members:

- Mrs. Ana Montaner, Head of the Communications Office of the IEEC.
- Mr. Daniel Sors, Head of the Services and Industrial Promotion Office of the IEEC.
- Mr. Antoni Solaní, Head of the Finance Office of the IEEC.
- Mrs. Montserrat Sabaté, Director of the Legal Area of the IEEC.

Mrs. Anna Suárez, Head of the Legal Management Office of the IEEC, will act as secretary of the Board.

CLAUSE 11. OPENING OF PROPOSALS

1. The Procurement Board, convening from the first working day following the proposal submission deadline, will initially assess the complete documentation within electronic file/envelope A. If any rectifiable omissions or defects are identified, a grace period of three (3) working days will be provided for their rectification. Should errors persist that are uncorrectable or have not been rectified, or if it is discovered that bidders fail to meet capacity or solvency requirements, the Procurement Board will proceed with their exclusion from the procedure.

Additionally, both the procurement body and the Procurement Board reserve the right to seek clarifications from bidders regarding submitted documents or request supplementary documentation within a maximum timeframe of five (5) calendar days.

2. Following the administrative documentation review, the Procurement Board will conduct the opening of electronic file/envelope B within seven (7) calendar days, excluding rejected proposals. The Procurement Board will assess automatic criteria and present the classification proposal to the procurement body, prioritising proposals in descending order, ultimately awarding the contract to the bidder offering the most favourable terms.

In cases of a tie, tied bidders will be required to provide certification from the corresponding administrative body indicating the percentage of disabled workers within their workforce. Preference will be given to the bidder with the highest percentage. Should multiple bidders share this percentage, preference will then be granted to the successful bidder with the highest percentage of permanent workers with disabilities. If a tie persists, resolution will be determined by drawing lots.

It is important to note that the award proposal does not confer any rights upon the proposed tenderer until formal approval by the competent procurement body at the IEEC.

CLAUSE 12. AWARD OF THE CONTRACT

1. In accordance with the provision of article 158 of the LCSP, the contract will be awarded within a maximum of two months from the day following the receipt of tender openings. This period will be extended by 15 days if further processing is required to assess the abnormality of the bids.

If the above period has elapsed without the award being made, the bidding companies have the right to withdraw their proposal.

2. Before the award, the bidding company proposed as the successful bidder will need to submit, within 10 working days upon receiving the request, the documentation justifying the circumstances outlined in letters a) to c) of section 1 of article 140 of the Public Sector Contracts Act (LCSP) if not provided earlier; documentation proving that the resourced that had been committed to be used for the execution of the contract are effectively available; and evidence of having established the definitive guarantee as outlined in the specifications.

A bidding company registered in the Electronic Register of Bidding Companies (RELI), the Official Register of Tenderers and Classified Companies of the Public Sector (ROLECE), or an official list of economic operators of a European Union Member State with unrestricted access, is not required to submit supporting documents or other documentary evidence for the data recorded in these registers.

The documentation required, if any, is as follows:

1. Documents confirming the bidder's identity and capacity to act:

1.1. For individuals, a duly notarised national identity document.

1.2. For legal entities: A certified copy of the deed of incorporation and any amendments, if applicable, duly registered in the Commercial Registry. A copy of the tax identification number (NIF) of the entity. If registration in the Commercial Registry is not mandated by applicable commercial laws, the deed or document of incorporation, amendment, articles of association, or founding act, outlining the regulations governing the company's activities, if applicable, must be provided, duly recorded in the relevant official register.

1.3. For non-Spanish companies from Member States of the European Union: Non-Spanish legal or natural persons from Member States of the European Union or the European Economic Area who, in compliance with the legislation of the state where they are established, are authorised to offer the service, shall possess the capacity to enter into contracts with the CB. The capacity to act of these companies will be verified by their registration in the relevant register as per the legislation of the state where they are established, or through a sworn declaration or a certificate, as specified in section 1 of Annex I to Royal Decree 1098/2001 of 12 October. If the legislation of the State where such companies are established mandates authorisation for providing the service in question within that State, they must demonstrate their compliance with this requirement. Additionally, they must provide a declaration consenting to the jurisdiction of Spanish Courts for any matters arising directly or indirectly from the contract, waiving any foreign jurisdiction that may be applicable to the bidder. Companies must present the aforementioned documents in Catalan or Spanish.

1.4. Foreign companies that are not members of the European Union must confirm their capacity to act through a report from the Spanish Permanent Diplomatic Mission in the respective state or from the Consular Office where the company is domiciled.

In the latter scenario, an additional report from the Spanish diplomatic representation must be provided, affirming that the foreign company's state of origin allows the participation of Spanish companies in contracting with the administration in a substantially similar manner.

Additionally, they must furnish a declaration consenting to the jurisdiction of the Spanish Courts for any matters arising directly or indirectly from the contract, waiving any foreign jurisdiction applicable to the bidder.

These companies are required to present the documents in Spanish or Catalan.

2. Documents verifying the power of attorney, if the contractor acts through a representative or is a legal entity:

2.1. Public document of power of attorney, duly registered in the corresponding Public Register.

2.2. National ID card (DNI) and Tax ID number (NIF) of the representative and signatory of the economic proposal, duly notarised.

All documents listed in sections a) and b) must be authentic in accordance with current legislation if they are not originals.

3. If the bidder presenting the most economically advantageous offer is a union or consortium of companies, under any legally recognised legal framework, they must provide proof of their establishment through a public deed, along with the Tax ID number (NIF) assigned to the union and representation, where applicable.

4. Documentation verifying that the bidder is up to date with tax and Social Security obligations:

a) Registration with the economic activities tax, in the category corresponding to the contract's subject matter, and the most recent receipt, if applicable, provided the bidder conducts activities subject to and not exempt from this tax.

b) Positive certificate, issued by the competent authority, confirming the company's compliance with its tax obligations and the absence of any tax debts owed to the State.

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

d) Positive certificate, issued by the competent authority, confirming that the company is up to date with its Social Security obligations.

5. Declaration opting for the establishment of the final guarantee through price withholding, or in case of not selecting this method, provision of documentation verifying the establishment of the final guarantee.

6. They must also demonstrate their economic, financial, technical, or professional solvency as outlined in clause 6a of these specifications, and therefore:

6.1. Economic and financial solvency: (ii) A certificate for professional risk indemnity liability insurance with a minimum coverage amount of €50,000.00, and a commitment to renew or extend it to ensure continuous coverage throughout the contract's execution.

6.2. Technical and professional solvency: a list of the main services or work carried out in the last three (3) years in services of the same nature as those that constitute the object of the tender, specifically related to the production, construction, assembly, disassembly, and technical operation of stands. Within this three-year period, the bidder must demonstrate having completed at least three (3) contracts for stand production, construction, assembly, disassembly, and technical operation. Each of these contracts should have a value equal to or greater than 70% of the maximum tender budget.

Contracts executed may be verified through certificates issued or endorsed by the competent authority. If the recipient is a public entity, these certificates suffice. However, if the recipient is a private entity, the verification can be done using a certificate or document issued by the private entity. In the absence of such documentation, a declaration by the employer, supported by relevant documents, can serve as proof of service performance.

Pursuant to article 150.2 of the LCSP, the documentation must be submitted within 10 working days from the day following receipt of the request for documentation preceding the contract.

3. After the required documentation has been submitted and the definitive guarantee, if applicable, has been established, the contract will be awarded within 5 working days of receiving the aforementioned documentation. Failure to submit the required documentation or provide the definitive guarantee within the specified period by the bidding company will be considered a withdrawal of its bid. In such a case, the same documentation will be requested from the next bidder in the order of bid classification.

In the event of falsification in the ESPD provided by the company proposed as the successful bidder, the latter will be automatically disqualified from the tender process, and the competent authority will initiate and handle the necessary proceedings for prohibition from contracting. Additionally, the Board reserves the right to reassess the bids.

CLAUSE 13. PROVISIONAL, DEFINITIVE AND ADDITIONAL GUARANTEE

1. Provisional guarantee:

This contract does not require the furnishing of a provisional guarantee.

2. Definitive guarantee:

In compliance with article 107.1 LCSP, the company chosen as the winning bid must establish a final guarantee consisting of 5 percent of the price offered, excluding VAT, within 10 working days from the dispatch of the request.

If the awarded bidding company has opted to establish the final guarantee through price withholding, the entire sum will be deducted from the initial or subsequent payments to the contractor.

The guarantee may alternatively be furnished through a bank guarantee or a surety insurance contract. Evidence of submission may be provided electronically, via computer, or through telematic means.

Guarantees not provided in the form of price retention must be deposited with the IEEC.

3. Additional guarantee:

When the award is made, by the procurement body, in favour of the tenderer whose bid was initially presumed to be frivolous, an additional guarantee of 5% of the final amount offered (VAT not included) will be required.

CLAUSE 14. NOTIFICATION OF THE CONTRACT AWARD, ITS CONCLUSION, AND THE PUBLICATION OF CONTRACT FORMALISATION

1. Pursuant to the provisions of Article 151 of the LCSP, the awarding will be electronically notified to bidding companies and published on the procurement profile within a maximum period of 15 days.

2. In the notification to the successful bidder, the concerned party will be summoned to formalise the contract within a maximum of 15 working days following its receipt.

Pursuant to 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 its offer. In such a case, the IEEC will request documentation from the next bidder in the order of classified offers, and may, if necessary, claim corresponding compensation from the withdrawing successful bidder.

3. The contract will be deemed finalised upon its formalisation, which will be adequate for access to any public register. However, it can be converted into a public deed upon request by the awarded company, with the associated costs to be borne by the company.

4. The formalisation of the contract and the contract document will be published in the procurement profile within a maximum period of fifteen (15) days following the formalisation date.

CLAUSE 15. START OF SERVICES

The execution of the contract will start from the signing of the contract.

CLAUSE 16. PAYMENT TO THE CONTRACTOR

Payment will be made once the execution of the contract is complete.

The actual payment for services rendered will be made within a maximum period of thirty (30) calendar days from the date of invoice approval by the procurement entity. Where applicable, the amount corresponding to penalties as specified in clause 23 will be deducted from the invoice.

Payments will be made via bank transfer upon submission of an electronic invoice.

IEEC Invoicing details:

- Fundació Institut d'Estudis Espacials de Catalunya
- Tax domicile: Edifici RDIT, C/ Esteve Terradas, 1, pl. 2, desp. 212, 08860 Castelldefels
- Tax ID no. (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

Pursuant to Article 198 of the LCSP, the IEEC will remunerate the contractor based on work completed, adhering to the deadlines specified in Law 15/2010, of 5 July, amending Law 3/2004, of 29 December. Payment will commence from the date of invoice approval.

The invoice will undergo review and approval within a maximum of ten days. In case of discrepancies, the contractor will receive the invoice back, with ten days from the day following receipt to address observations or submit a corrected invoice.

The contract file number must be included on the invoice submitted by the contractor.

CLAUSE 17. REVISION OF PRICES

Given the characteristics of this contract, no price revision is envisaged.

CLAUSE 18. CONTRACT MANAGER

Mr. Josep Colomé Ferrer, Director of the Department for Promoting the Space Sector in Catalonia at the IEEC, is designated as the contract manager, with the functions provided for in Article 62 of the LCSP. The person in charge of the contract is responsible for checking, coordinating and supervising the correct performance of the contracted services and will exercise the powers of management and inspection by means of the corresponding verifications.

CLAUSE 19. SPECIAL EXECUTION CONDITIONS AND OBLIGATIONS OF THE CONTRACTOR

1. Special execution conditions:

Pursuant to article 202.2 of the LCSP, compliance by the bidding company with any of the following is established as a special condition for the execution of the contract:

Environmental considerations:

- Maintaining and improving environmental values that may be affected by the execution of the contract.

Social considerations:

- Having a plan for effective equality between men and women in the development of professional careers, if required by regulations.
- Bids which may be considered abnormal or disproportionate in accordance with the specifications will be excluded if it is established during the hearing that the wages included in the bids are lower than those laid down in the applicable collective agreement.
- Upholding the working conditions of the people who execute the contract throughout the contractual period.

Throughout the duration of the contract, the contractor must maintain the working and social conditions of the workers employed in the execution of the contract, as defined at the time of submission of the tender, in accordance with the applicable agreement.

This requirement constitutes an essential contractual obligation, and failure to comply may result in severe penalties or contract termination.

The contract manager may require the contractor to formally declare that it has fulfilled the obligation. Furthermore, the contract manager or the procurement body may request the workers' representative bodies to report on the matter.

The condition(s) of performance of the contract will be verified during the performance of the contract.

2. General execution conditions:

The contractor will be bound by the submitted tender. Adherence to all terms outlined in the tender constitutes an essential contractual obligation.

3. Obligations of the contractor:

The contractor must also:

- Provide, upon request by the IEEC, the names of specific individuals who will perform the services. Additionally, the contractor must promptly communicate any substitutions or modifications to these individuals and verify that their employment status complies with the law.
- Appoint a person responsible for the execution of the contract, who will be the usual interlocutor with the IEEC.
- Ensure the correct environmental management of its service, taking the necessary measures to minimise the impacts that this may cause (minimising acoustic impacts, impacts on the environment, correct management of waste and packaging, etc.) in accordance with the legislation in force.
- keep confidential any information or background data that is not public or notorious and that is related to the object of the contract, of which it has become aware in the course of the contract.
- Comply in all cases with the requirements of: the General Data Protection Regulation (EU) 2016/679 of 27 April 2016; Organic Law 3/2018 of 5 December on the Protection of Personal Data; and the guarantee of digital rights and the regulations that develop it.

- Comply with current tax, labour, social security and general occupational health and safety regulations.
- Take out a civil liability insurance policy for an amount sufficient to cover liabilities of any kind that may arise from the execution of the contract.
- Ensure that all actions under this contract guarantee respect for the principles of non-discrimination and equality of treatment relating to non-discrimination on grounds of sex, sexual orientation, gender identity, ideology, nationality, race, ethnicity, religion, age, functional diversity or any other kind and the dignity and freedom of persons.
- Provide the information indicated in Law 19/2014, of 29 December, on transparency, access to public information and good governance.
- Comply with the following obligations relating to the ethical principles and rules of conduct to which bidders and contractors must adapt their activity, in accordance with the provisions of article 55.2 of Law 19/2014, of 29 December, on transparency, access to public information and good governance:
 - Maintain ethically exemplary conduct by refraining from encouraging, proposing, promoting, or engaging in any form of corrupt practices. This applies both to actions defined as corruption under the Penal Code and to ethically reprehensible behaviour. Contractors must promptly report any instances of such practices that they believe are present or could impact the procedure or contractual relationship. Additionally, they must avoid any actions that violate the principles of equal opportunities and free competition.
 - Adhere to the principles, rules, and ethical standards specific to the activities, trades, and/or professions related to the services covered by the contract.
 - Refrain from taking actions that endanger the public interest concerning the contract scope or contracted services.
 - Report any irregular situations that may arise during the contract execution in relation to the procurement process.
 - Promptly report to the procurement body any potential conflict of interest situations. This includes instances where staff members of the procurement body or a service provider acting on its behalf, involved in the procurement process or capable of influencing its outcome, have a direct or indirect financial, economic, or personal interest that could compromise their impartiality and independence within the context of the procurement procedure.
- If applicable, furnish information regarding the terms and conditions of contracts for employees affected by subrogation.

CLAUSE 20. AMENDMENT OF THE CONTRACT

No amendment to the contract is foreseen.

CLAUSE 21. SUBCONTRACTING

The contractor may only validly subcontract contract performance in accordance with the requirements outlined in Article 215 of the LCSP.

If subcontracting was not previously indicated in the bid, the contractor must provide written communication to the IEEC after contract award or at the start of execution. This communication should specify the portion of the service to be subcontracted, the subcontractor's identity, contact details, legal representatives, and justification for their aptitude to execute the subcontract in accordance with the provisions of the regulations and these specifications. Additionally, the subcontractor must not be involved in any prohibited contract situations.

CLAUSE 22. ASSIGNMENT OF THE CONTRACT

Assignment is prohibited in this contract.

CLAUSE 23. RESPONSIBILITY IN THE PERFORMANCE OF THE CONTRACT

1. The successful bidder must compensate the IEEC or its staff for damages and indemnify it against losses resulting from wilful misconduct or negligence in the performance of the obligations stemming from the award of the contract. It will also be liable for damages caused to third parties during the performance of the contract.

2. In case of breach or inadequate fulfilment of the obligations assumed by the successful tenderer, the IEEC reserves the right to terminate the contract or enforce compliance.

3. Breaches or inadequate fulfilment of contractual obligations will result in penalties. The classification of faults for the purposes of this contract is outlined below:

Minor:

- ✓ Lack of cooperation with IEEC staff.
- ✓ Failure to adhere to the partial execution of services outlined in the contract, which does not constitute serious misconduct.
- ✓ Neglecting to inform the procurement entity of new personnel additions or any changes.
- ✓ Minor violation of occupational health and safety regulations as specified.

Serious:

- ✓ Refusal to comply with requirements set by the procurement entity.
- ✓ Failure to fully execute services as defined in the contract, which does not amount to very serious misconduct.
- ✓ Neglecting to provide substitute personnel for specific tasks.
- ✓ Recurrence of minor offenses.

✓ Non-compliance with obligations arising from general regulations on occupational health and safety, particularly those outlined in the health and safety plan for services, classified as serious according to specific regulations

Very serious:

✓ Resisting or disregarding requests from the procurement entity, when this results in significant harm to the contract's execution.

✓ Using work systems, elements, materials, machinery, or personnel other than those specified in the specifications or the awardee's bids, where applicable, resulting in severe damage.

✓ Very serious violations related to subcontracting, where applicable.

✓ Misrepresenting services in the invoice.

✓ Recurrence of serious misconduct.

✓ Incorporating personnel without knowledge of their obligations or prior training.

✓ Non-compliance with occupational health and safety regulations, classified as very serious according to specific rules, particularly those outlined in the Health and Safety Plan for the provided services.

✓ Disregarding safety requirements for third parties in the services provided.

When processing the dossier, the successful bidder will be given a hearing so that it may make any allegations it deems appropriate, and the procurement body of the procurement entity will take a decision.

4. In addition to compensation for damages, if non-compliance does not warrant contract termination, the procurement entity may impose the following penalties, graded based on the extent of damage, risk, and/or recurrence:

- VERY SERIOUS offences: 3% of the contract amount

- SERIOUS offences: 1% of the contract amount

- MINOR offences: 0.5% of the contract amount

The penalties may be offset by deducting them from renewal or regularisation receipts generated by the successful bidder.

The IEEC retains the right to terminate the contract in cases of repeated deficiencies in service execution, provided that more than three penalties specified in the preceding sections of this point are applied.

Each penalty amount cannot exceed 10% of the contract price (excluding VAT), and the total penalties may not surpass 50% of the contract price.

CLAUSE 24. TERMINATION OF THE CONTRACT

1. This contract may be terminated for any of the causes foreseen in articles 211 and 313 of the LCSP.

2. Besides those established in the abovementioned article and those already foreseen in these specifications, the following constitute specific causes for termination:

- Delay in the supply within the contractually established period.
- Breach or defective compliance with the conditions of execution of the contract established in these Specifications and in the Technical Specifications.
- Breach of essential contractual obligations.
- Proven technical incapacity or negligence related to the tasks specified in this contract. Refusal or clear resistance by the successful tenderer to adhere to IEEC's instructions for contract adjustments to suit its needs. Repeated absence from work meetings, failure to meet established partial deadlines, and omission of critical information – all of which may impact contract performance.
- If a situation that was initially a cause for procurement prohibition subsequently becomes a reason for contract termination.
- Being in a situation of control or association with respect to other candidates or tenderers, having entered into an agreement with other participants in the tender procedure, and subcontracting any task to other companies participating in this tender without the authorisation of the procurement entity.
- Failure to exercise due discretion regarding non-public or non-notorious data or background information related to the contract, which the party has become aware of during the course of the contract.
- Non-compliance with partial service performance as defined in the contract, resulting in very serious damage.
- Repeated failure to comply with any of the special performance conditions outlined in these specifications, which are not essential contractual obligations.
- Failure by any of the parties to comply with any contractual obligation, without prejudice to the provisions of the clause referring to penalties.

CLAUSE 25. INTEGRITY AND AVOIDANCE OF CONFLICTS OF INTEREST

In accordance with articles 1.3 and 64 of the LCSP, which establish the principle of integrity and define conflicts of interest, the following behavioural criteria apply to tendering companies and IEEC contractors:

Bidding companies and contractors of the IEEC must:

1. Align their conduct with the guiding principles of public procurement, prevent or address any existing or potential conflicts of interest, promptly report any irregularities or conflicts they encounter during contract tendering or execution, and collaborate with the procurement body to identify and resolve such issues.
2. Uphold the principles of equality, free competition, transparency and integrity.
3. Avoid any conduct that may distort competition.
4. Not perform any act that, directly or indirectly, seeks to influence public officials or employees during the award of contracts or their execution in order to obtain any benefit.
5. Not give any gift or gift of value, favour or service to members of the procurement body or to IEEC officials and staff or their family members, including those of the spouse or person with whom they live in an analogous relationship of affection, family members within the fourth degree of consanguinity or second degree of affinity.
6. Facilitate compliance with conflict of interest rules by all persons involved in the procurement procedure.
7. Promptly communicate any irregularities or conflicts of interest in which they find themselves or of which they become aware, whether real or potential, directly to the procurement body during the tendering process or contract execution.

Consequences of non-compliance

Failure by bidding companies to adhere to the conduct rules outlined in this clause may lead to prohibition from contracting if the conditions specified in Article 71 of the LCSP are met. Regarding the contractor, subcontractor, supplier companies, and auxiliary means, the conduct rules defined in this clause are considered essential contractual obligations. Their violation is categorised as very serious misconduct if there is fraud, fault, or negligence on the part of the company. Penalties may be imposed according to Article 192.1, or the contract may be terminated as per Article 211.1.f) of the LCSP. Additionally, this violation could potentially lead to a cause for prohibition of contracting under Article 71.2.c).

Castelldefels, August 2024.

Ignasi Ribas Canudas
Director of the IEEC

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

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 the tender for the "Contract for production, construction, assembly, disassembly and technical exploitation of the stand of the Institute of Space Studies of Catalonia at the International Astronautical Congress (IAC) to be held in Milan on October 14-18, 2024" (file number IEEC/86/2024).

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 file IEEC/86/2024.

That the company/entity is not subject to any prohibitions to contract with the Administration established 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.

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 file IEEC/86/2024.

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.

Place, date, signature of the person making the declaration.

**APPENDIX NO. 2. MODEL OF FINANCIAL BID AND OTHER AUTOMATIC CRITERIA
(ELECTRONIC FILE/ENVELOPE B)**

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) of the call for tenders for the "Contract for production, construction, assembly, disassembly and technical exploitation of the stand of the Institute of Space Studies of Catalonia at the International Astronautical Congress (IAC) to be held in Milan on October 14-18, 2024" (file number IEEC/86/2024) 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. Other technical-automatic assessment criteria

2.1 Stand lighting, furniture and structure

	Mark X if your company offers it
The bidder's commitment of the stand lighting bidder to the use of LED or similar technology will be assessed.	
The bidder's commitment to offer the main reception counter with LED and backlight will be assessed.	
The bidder's commitment that each of the large spaces of the companies (8) have an aluminium totem or light frame, with LED, and double-sided printing (backlit) will be assessed.	
The bidder's commitment that each of the small spaces of the startups (6) have a light aluminium totem or frame, with LED, and double-sided printing (backlit) will be assessed.	

The bidder's commitment to use an aluminium structure (syma system, sections mm.40x40/80/120 in black or natural finishing) will be assessed.	
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2.2 Material reuse proposal

	Mark X if your company offers it
The bidder's contribution of a material reuse proposal (for example: aluminium structure, panels, furniture, electrical system, monitor, platform) of more than 70%.	

In order to obtain the score, you will need to provide the proposal for the reuse of materials in envelope B. If the proposal is missing from the offer, this section will not be scored.

_____, ____ of _____ 2024.

Place, date, signature of the person representative from the company.