



# Procurement & Tendering Policy

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**Contents**

Considering: ..... 5

1. Objective ..... 5

2. Principles:..... 5

3. Threshold and Procedures ..... 6

4. Exclusions ..... 6

5. Procurement Procedures ..... 7

6. Collaborative Procurement ..... 7

7. Framework Agreements ..... 8

8. Evaluation and Selection ..... 8

9. Contract Management..... 9

10. Ordering Process ..... 9

11. Appealing policy ..... 10

12. Soliciting and Receiving Quotations..... 11

Annex 1: Solicitud de Adquisicion al Proveedor (PTF-01-ES)

Annex 2: Purchase Order Form (PTF-01-EN)

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### Document history/Change log

Version	Date	Amended by	Change/s made
1			
2			
3			
4			
5			
6			

## LIST OF ABBREVIATIONS

<b>BNN</b>	Board of National Nodes
<b>CSP/STE</b>	Concentrating Solar Power / Solar Thermal Energy
<b>ERIC</b>	European Research Infrastructure Consortium
<b>GA</b>	General Assembly
<b>IPR</b>	Intellectual property rights
<b>MD</b>	Managing Director
<b>RI</b>	Research Infrastructure
<b>STC</b>	Scientific & Technical Committee
<b>SLA</b>	Service Level Agreement

## DEFINITIONS

- A “**simple majority**” means a majority of more than half of the votes of the members present or formally represented at the meeting.
- A “**absolute majority**” means a majority of more than half of the voting rights of the consortium.
- A “**qualified majority**” means a majority of more than 2/3 of the voting rights of the consortium.
- “**Unanimity**” means at least 90 % of the voting rights of the consortium and no unfavorable vote.
- **Quorum:** At least 2/3 (rounded up) of the voting rights must be present or formally represented at the meeting
- **Statutes:** The Statutes for EU-SOLARIS ERIC.
- **IPR:** the intellectual property rights according to this heading defined in Article 2 of the Convention establishing the World Intellectual Property Organization, signed on 14 July 1967.
- **Host Member:** the country in which EU-SOLARIS ERIC has its registered office.
- **Host Premium:** Additional contribution to the ERIC by the Host Member, either in-kind or in cash.
- **Managing Director:** the person designated to hold that post by the General Assembly.
- **Member:** ‘Member(s)’ means the member(s) of EU-SOLARIS ERIC, as provided for under Article 5 of the Statutes.
- **Observer:** ‘Observer(s)’ means a non-Member of EU-SOLARIS ERIC that participates and contributes to the ERIC activities as provided for under Article 5 of the Statutes.
- **National Node(s):** Research centers, resources and services organized nationally, not necessarily as an entity with legal capacity, in a member and operated by legal entities, at which EU-SOLARIS ERIC related activities are carried out.
- **Research Center:** A national R&D organization, independent from EU-SOLARIS ERIC, which participates to the operation of the EU-SOLARIS ERIC.
- **CSP/STETechnologies:** Concentrated Solar Power / Solar Thermal Energy Technologies.
- **Board of National Nodes:** An advisory body representing the national nodes to assist the Managing Director as provided for under Article 23 of the Statutes
- **Scientific and Technical Committee:** An advisory body to assist the General Assembly as provided for in Article 22 of the Statutes
- **General Assembly:** The supreme governing body of the ERIC
- **Central Hub:** The Managing Director and Secretariat Team located in the Host Member

## Procurement and Tendering Policy

### Considering:

Council Regulation (EC) No 723/2009 of 25 June 2009, concerning the legal framework for European Research Infrastructure Consortia (ERICs), particularly Article 7(3) thereof;

Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014, regarding public procurement, especially Article 9(1)(b) thereof;

Commission Implementing Decision (EU) 2022/7351 of 19 October 2022, establishing the European Solar Research Infrastructure for Concentrated Solar Power, known as EU-Solaris ERIC.

Whereas:

EU-Solaris ERIC deems it beneficial to regulate procurement to uphold principles such as transparency, non-discrimination, and competition.

The General Assembly of EU-Solaris ERIC has enacted these procurement regulations:

### 1. Objective

The procurement and tendering policy aims to support the objectives of the EU SOLARIS initiative by ensuring transparent, efficient, and fair procurement processes that promote collaboration among signatory countries and stimulate research and innovation for the sustainable development of Concentrating Solar Power/Solar Thermal Energy (CSP/STE) technologies at the European level.

### 2. Principles:

- **Transparency:** All procurement activities will be conducted openly and transparently, ensuring equal opportunities for all potential suppliers.
- **Efficiency:** Procurement processes will be designed to be efficient and timely, supporting the timely execution of research projects within the initiative.
- **Fairness:** Procurement decisions will be based on fair and objective criteria, promoting competition and maximizing value for money.
- **Collaboration:** Procurement activities will foster collaboration among signatory countries, encouraging joint procurement initiatives where appropriate.

### 3. Threshold and Procedures

The estimated procurement value, determined by EU-Solaris ERIC, will be based on the total contract amount, excluding VAT, including options, renewals, and all forms of compensation.

EU-Solaris ERIC will not divide procurements or manipulate valuation methods to restrict competition among suppliers or evade its obligations, unless justified by specific contract circumstances.

Despite this, EU-Solaris ERIC may divide contracts into smaller lots to enhance market access for small and medium-sized enterprises and reduce dependency on a single supplier, while ensuring transparency and competition.

### 4. Exclusions

These procurement rules do not cover contracts:

- i. Valued at **less than EUR 10,000**.
- ii. For the acquisition or leasing of real estate, such as land, buildings, or offices.
- iii. Related to employment, secondment, or personnel placement.
- iv. For arbitration, conciliation, or legal services.
- v. Involving banking services or loans.
- vi. For hotel or accommodation services
- vii. For health or workplace-related services.
- viii. Between EU-Solaris ERIC and its representative entities.
- ix. Awarded under extreme urgency due to external and unforeseeable circumstances beyond EU-Solaris ERIC's control.
- x. Where competition is absent for technical reasons or due to exclusive rights, including intellectual property rights, with no viable alternatives available.
- xi. Where only one or no suitable suppliers have responded to a contract notice issued in the past 12 months, provided the initial contract conditions remain largely unchanged.
- xii. For additional deliveries by the original supplier where changing suppliers would necessitate acquiring supplies or services with differing characteristics, resulting in compatibility issues or disproportionate technical challenges in operation, maintenance, or application.

Under these circumstances, EU-Solaris ERIC may directly negotiate the contract with one or more suppliers without prior publication of a contract notice.

## 5. Procurement Procedures

EU-Solaris ERIC will adhere to applicable EU regulations and guidelines during procurement procedures.

Various procurement methods, such as open tendering, selective tendering, or negotiated procedures, may be employed based on the procurement's nature and value.

Tender documents will clearly outline requirements, specifications, evaluation criteria, and terms and conditions.

Suppliers will be allotted ample time to prepare and submit offers, ensuring a competitive and equitable process.

EU-Solaris ERIC retains the flexibility to organize procurement procedures leading to contract awards as it sees fit, provided compliance with these regulations.

For contracts valued **between EUR 10,000 and EUR 50,000**, EU-Solaris ERIC will ensure appropriate competition by requesting quotations from **at least three suppliers**. If fewer than three suppliers are available, efforts will be made to optimize competition.

**For contracts valued at EUR 50,000 or more**, EU-Solaris ERIC will announce its intent to procure through a contract notice, unless circumstances justify direct negotiations as outlined in Article 5. Depending on the contract's subject and value, additional media may be used to ensure transparency and competition, including, at EU-Solaris ERIC's discretion, the Official Journal of the European Union. The contract notice will provide precise information enabling suppliers to identify the procurement's nature and scope.

## 6. Collaborative Procurement

EU-Solaris ERIC has the authority to award contracts jointly or in collaboration with other entities, whether in the host state or internationally.

When participating in collaborative procurement with entities governed by national laws implementing EU directives on public procurement, EU-Solaris ERIC may opt to organize the procurement in accordance with those national laws. Compliance with these rules is presumed in such cases.

In collaborative procurement with other ERICs or international organizations with their own procurement procedures, EU-Solaris ERIC may choose to conduct the procurement according to those procedures. Compliance with these rules is presumed in such cases.

EU-Solaris ERIC may participate in contracts centrally procured by other entities mentioned in paragraphs (b) and (c), provided that EU-Solaris ERIC was specifically



identified as an eligible entity to utilize the contract in the tender call or tender documents issued by the central procurement entity.

## 7. Framework Agreements

EU-Solaris ERIC is authorized to award framework agreements, and in such instances, all mentions of a contract within these regulations should be interpreted to include a framework agreement, unless context dictates otherwise.

The duration of the framework agreement will be reasonable and justified by the contract's subject matter, not exceeding 5 years, except under duly justified exceptional circumstances.

When a framework agreement involves multiple suppliers, specific contracts will be awarded based on objective criteria. If necessary, additional competition among the suppliers' party to the framework agreement may be conducted.

EU-Solaris ERIC will not misuse a framework agreement to impede, limit, or distort competition.

## 8. Evaluation and Selection

Procurement evaluation committees will be established to evaluate offers in accordance with predetermined criteria.

Evaluation criteria will include technical capabilities, experience, quality, price, and sustainability considerations.

Selection decisions will be based on the best value for money, considering both cost and quality factors.

The selection should be according to the following specifications:

1. **Technical specifications** for EU-Solaris ERIC contracts shall delineate the necessary components for the works, supplies, or services to be executed, as outlined in the contract notice or accompanying documents accessible to suppliers. These specifications must ensure equitable supplier access in the procurement process, refraining from creating unjustified barriers to competition or engaging in discriminatory practices. Additionally, specifications should avoid favoring or excluding specific suppliers or products by refraining from referencing particular makes or sources, except when objectively unavoidable, in which case the term "or equivalent" should be included.

2. EU-Solaris ERIC may establish fair and non-discriminatory **objective criteria** for supplier exclusion and qualification, detailed in contract notices or accompanying documents. Suppliers may be required to provide self-declarations or relevant information aligned with these criteria, and the European Single Procurement Document (ESPD) service may be utilized for this purpose.

## **9. Contract Management**

Contracts resulting from procurement processes will be managed diligently to ensure compliance with contractual obligations and the successful delivery of goods or services.

Contract management procedures will include monitoring supplier performance, addressing any issues that may arise, and ensuring that project objectives are met effectively and efficiently.

## **10. Ordering Process**

The Order Policy aims to ensure standardized and efficient procedures for requesting and procuring consumables, durable materials, and services required for the EU SOLARIS initiative's activities.

### **Ordering Process**

Authorized personnel responsible for procurement shall complete the designated order form for the desired product or service.

The order form should include details such as product/service description, quantity required, delivery location, and any specific requirements or preferences.

### **Procurement Methods**

Depending on the nature of the requested item, procurement methods such as purchasing from approved suppliers, competitive bidding, or contracting services may be utilized.

The procurement method chosen should align with organizational policies and regulatory requirements.

### **Documentation**

All completed order forms, along with relevant approvals and supporting documentation, shall be appropriately documented and retained for audit and record-keeping purposes.

### **Timelines**

Order forms should be submitted with sufficient lead time to ensure timely procurement and delivery of the requested products or services, taking into account any applicable procurement lead times.

### **Review and Monitoring**

The effectiveness of the order form policy shall be periodically reviewed and evaluated to identify any areas for improvement or optimization in the procurement process.

Compliance with the policy and adherence to established procedures shall be monitored regularly to ensure consistency and accountability in procurement practices.

### **Cancellation policy**

EU- Solaris ERIC reserves the right to cancel a procurement procedure before contract signing, with decisions based on objective reasons. All suppliers will be promptly notified of such cancellations. Participation in a cancelled procurement procedure does not entail compensation claims for lost profits, missed opportunities, or incurred costs.

## **11. Appealing policy**

### **Right of Appeal**

Any supplier who has suffered or is at risk of suffering loss or damage due to a breach of these regulations may appeal a procurement decision made by EU-Solaris ERIC.

Appeals must be submitted in writing to EU-Solaris ERIC's General Assembly within 14 days of the supplier becoming aware of the grounds for the appeal, or within 3 months of the grounds first arising.

In exceptional circumstances, the General Assembly may extend the 14-day time limit if compelling reasons exist, but no extension shall permit an appeal to be reviewed.

### **Handling of Appeals**

The General Assembly can order corrective actions if it finds EU-Solaris ERIC's decision breaches regulations; otherwise, appeals are rejected.

The General Assembly may suspend procurement or contract awards pending its final decision.

Appellants receive written notification of the GA's decision within 30 working days.

Disputes from the General Assembly's decision go to the Arbitration and Mediation Institute of the Spanish Chamber of Commerce (SCC).

Fast-track arbitration rules apply unless the SCC decides otherwise.

Arbitration occurs in Seville, using English as the language.

Requests for arbitration must be made within 30 days of the General Assembly's final decision notification.

## 12. Soliciting and Receiving Quotations

This process entails sending an identical (yet individualized) email to a minimum of three suppliers from whom quotations are being requested.


Guidelines for Request Emails:

- **SUBJECT LINE:** Clearly state the contracting object (e.g., a brief description of the contracting object used as the file designation).
- **MESSAGE BODY:** Provide a detailed description of the contract object and technical specifications (these can be outlined within the email or attached separately if extensive), requesting a comprehensive quotation covering all necessary aspects: work scope, payment terms, delivery schedule, shipping details (if applicable), and quotation validity period.

Specify a deadline for quotation submission, typically set at a minimum of five business days, with exceptions made for urgent requirements, but not to fall below 2 days.

This standard procedure is generally applied, although specific cases may warrant alternative approaches (e.g., obtaining online quotations through electronic catalogs).

### Solicitud de Adquisición al Proveedor (PTF01-ES)

	<b>SOLICITUD DE ADQUISICIÓN AL PROVEEDOR</b>	<b>EXPEDIENTE #:</b>
		<b>FECHA:</b>

**Proveedor:**

**NIF:**

Le rogamos proceda a la entrega del siguiente material:

**Descripción general:**

**Plazo de entrega:**

<b>Cantidad</b>	<b>Concepto</b>	<b>Precio unitario (€)</b>	<b>Dto. (%)</b>	<b>Importe Partida</b>	<b>IVA (%)</b>

Por un Importe total de                      euros (IVA incluido)

**Comentarios:**

**Entregar en:** EU-Solaris ERIC - Almacén General de la Plataforma Solar de Almería

Carretera a Senés km 4,5 Tabernas (04200) Almería, haciendo constar el N° de expediente en la factura.

**Facturar a** EU-Solaris ERIC. CIF: ESN02642611

**Política de Protección de Datos**

Según lo dispuesto en el Reglamento Europeo 2016/679 del 27 de abril de 2016 y en la Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y Garantía de los Derechos Digitales de España, sus datos personales serán introducidos en un fichero de datos de carácter personal denominado Fichero de Terceros, cuya finalidad es la realización de todos los procedimientos necesarios para el establecimiento de contratos y la realización de pagos de índole comercial y social, prestación de servicio, asistencias técnicas y entrega de suministros.

Serán cedidos cuando una Ley así lo disponga a todos órganos de la Administración para el ejercicio de sus competencias, así como a entidades bancarias para la gestión de cobros y pagos. Los titulares de los datos podrán ejercitar los derechos de acceso, rectificación, cancelación y/o oposición dirigiéndose a: EU-Solaris ERIC; Carretera a Senés km 4,5; Tabernas (04200) Almería; e-mail: [info@eu-solaris.eu](mailto:info@eu-solaris.eu); tlf. +34 950 387900 (ext. 843).

Tabernas,---de ---de 20xx

El director de EU-SOLARIS ERIC

Diego Martínez Plaza

## CONDICIONES GENERALES

**ACEPTACIÓN:** el adjudicatario, desde el mismo momento en que reciba de EU-Solaris ERIC el presente “pedido” deberá proceder a la ejecución del mismo a su riesgo y ventura, lo que supone que acepta íntegramente estas condiciones. En caso de no aceptarlas, se ruega lo comunique en un plazo máximo de cinco días al peticionario.

**EN NINGÚN CASO SE PROCEDERÁ A LA ENTREGA DE MATERIAL O REALIZACIÓN DEL SERVICIO / OBRA, ANTES DE LA RECEPCIÓN DE LA CORRESPONDIENTE SOLICITUD**

**PLAZO:** salvo que se especifique una fecha de inicio concreta, el plazo de entrega empieza a contar desde la fecha de recepción de este documento por su destinatario.

**ENTREGA:** cuando se trate de **SUMINISTROS**, salvo que se indique otro lugar, deberán entregarse en EU-SOLARIS ERIC:

**ALMACÉN GENERAL DE LA PLATAFORMA SOLAR DE ALMERÍA — CARRETERA DE SENÉS S/N — 04200 TABERNAS (ALMERÍA)**  
**HORARIO DE ENTREGA: LUNES A VIERNES DE 09.00 a 16.00**

La entrega se realizará dentro del plazo señalado en la **SOLICITUD DE ADQUISICIÓN**, no responsabilizándose este Organismo de las mercancías que no sean entregadas en el citado almacén. La entrega deberá ser acompañada de la correspondiente **NOTA o ALBARÁN DE ENTREGA**, en el que se hará constar el número de expediente, descripción de las mercancías y valoración de las mismas. Se admitirán entregas parciales de un pedido siempre y cuando no alteren las estipulaciones del pedido original y con previa autorización de EU-Solaris ERIC.

**RECEPCIÓN:** cuando se trate de **SUMINISTROS**, el almacén de EU-Solaris ERIC admitirá las mercancías a reserva de la recepción definitiva. Aquellas que no sean conformes con las especificaciones del pedido serán rechazadas, debiendo el proveedor reponerlas en el plazo de diez días a contar desde la fecha de comunicación de la no recepción. Las mercancías rechazadas se devolverán a portes debidos al domicilio del proveedor.

**FACTURACIÓN:** las facturas cumplimentadas reglamentariamente deberán dirigirse al Departamento de Administración de EU-Solaris ERIC, en el plazo de 30 días desde la fecha de entrega efectiva de la mercancía o la prestación del servicio, haciendo constar los datos o requisitos exigidos en el Reglamento por el que se regulan las obligaciones de facturación, y, además:

1. **Nº DEL EXPEDIENTE** que figura en el margen superior derecho de la solicitud de adquisición
2. **DATOS BANCARIOS**, donde efectuar la transferencia para el pago del suministro o servicio

Los impuestos de toda índole deberán incluirse en la factura y se liquidarán conforme a las leyes fiscales en vigor. En el supuesto de que la operación esté exenta de IVA, se incluirá una referencia a los preceptos correspondientes de la Ley, o indicación de que la operación está exenta.


En el caso de **ENTREGAS PARCIALES** el pago se efectuará una vez entregado todo el suministro/servicio, previa presentación de la factura por la totalidad.

**SERAN DEVUELTAS LAS FACTURAS QUE NO CUMPLAN LOS REQUISITOS SEÑALADOS**

**PAGOS:** el pago se efectuará mediante transferencia bancaria, dentro de los 30 días siguientes a la fecha de aprobación de los documentos que acrediten la conformidad de los bienes entregados o servicios prestados, siempre que el contratista haya cumplido la obligación de presentar la factura en tiempo y forma.

**RESCISIÓN:** Si el proveedor no cumpliera las condiciones estipuladas, y en especial el plazo de entrega señalado, el Departamento de Administración de EU-Solaris ERIC podrá retirar el pedido, quedando éste sin efecto y reservándose los derechos que correspondan.

## Purchase order Form (PTF01-EN)

		PURCHASE ORDER FORM		FILE #:	
				DATE:	
Supplier:					
NIF:					
We kindly request you to proceed with the delivery of the following material:					
Overview:			Delivery deadline:		
Quantity	Concept	Price unitary (€)	Discount. (%)	Amount Item	VAT (%)

For a total amount of \_\_\_\_\_ euros (IVA included)

**Comments:**

**Delivery to:** EU-Solaris ERIC - General Warehouse of the Solar Platform of Almería

Carretera a Senés km 4.5, Tabernas (04200) Almería, indicating the file number on the invoice.

Invoicing to EU-Solaris ERIC. VAT: ESN02642611

**Data Protection Policy**

In accordance with Regulation (EU) 2016/679 of April 27, 2016, and Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights of Spain, your personal data will be entered into a personal data file called Third Party File, the purpose of which is to carry out all the necessary procedures for the establishment of contracts and the execution of commercial and social payments, provision of service, technical assistance, and delivery of supplies.

They will be transferred when a law so requires to all organs of the Administration for the exercise of their competencies, as well as to banking entities for the management of collections and payments. Data subjects may exercise their rights of access, rectification, cancellation, and/or opposition by contacting: EU-Solaris ERIC; Carretera a Senés km 4.5; Tabernas (04200) Almería; e-mail: info@eu-solaris.eu; phone: +34 950 387900 (ext. 843).

Tabernas,---of --- of 20xx

The director of EU-SOLARIS ERIC

Diego Martínez Plaza

## GENERAL CONDITIONS

**ACCEPTANCE:** The awardee, from the moment they receive this "order" from EU-Solaris ERIC, must proceed to its execution at their own risk and peril, which implies full acceptance of these conditions. In case of non-acceptance, please communicate this within a maximum period of five days to the petitioner.

**UNDER NO CIRCUMSTANCES WILL MATERIAL BE DELIVERED OR SERVICES/WORK BE UNDERTAKEN PRIOR TO RECEIPT OF THE CORRESPONDING REQUEST**

**DEADLINE:** Unless a specific start date is specified, the delivery period starts from the date this document is received by its recipient.

**DELIVERY:** In the case of **SUPPLIES**, unless another location is specified, they must be delivered to EU-SOLARIS ERIC:

**GENERAL WAREHOUSE OF THE 'PLATAFORMA SOLAR DE ALMERIA – CARRETERA A SENES, KM 4,5 - 04200 TABERNAS (ALMERÍA)**  
**DELIVERY HOURS: MONDAY TO FRIDAY FROM 09:00 to 16:00**

Delivery will be made within the deadline specified in the **PURCHASE ORDER**, with this Organization not being responsible for goods that are not delivered to the aforementioned warehouse. Delivery must be accompanied by the corresponding **DELIVERY NOTE** or **INVOICE**, which shall include the file number, description of the goods, and their valuation. Partial deliveries of an order will be accepted provided they do not alter the stipulations of the original order and with prior authorization from EU-Solaris ERIC.

**RECEIPT:** In the case of **SUPPLIES**, the EU-Solaris ERIC warehouse will accept the goods subject to final receipt. Those that do not comply with the specifications of the order will be rejected, and the supplier must replace them within ten days from the date of notification of non-receipt. Rejected goods will be returned at the supplier's expense to the supplier's address.

**INVOICING:** Completed invoices, as per regulations, must be sent to the Administration Department of EU-Solaris ERIC within 30 days from the effective delivery date of the goods or provision of the service, stating the data or requirements required by the Regulation governing invoicing obligations, and, in addition:

1. **FILE NUMBER**, located in the upper right margin of the purchase order.
2. **BANKING DETAILS**, for the transfer payment for the supply or service. All taxes of any kind must be included in the invoice and settled in accordance with the prevailing tax laws. In the event that the transaction is exempt from VAT, a reference to the relevant provisions of the Law will be included, or an indication that the transaction is exempt.

In the case of **PARTIAL DELIVERIES**, payment will be made once the entire supply/service has been delivered, upon presentation of the invoice for the full amount.

**INVOICES THAT DO NOT MEET THE SPECIFIED REQUIREMENTS WILL BE RETURNED**

**PAYMENTS:** Payment will be made via bank transfer within 30 days following the approval date of the documents confirming the conformity of the delivered goods or services rendered, provided that the contractor has fulfilled the obligation to submit the invoice in a timely manner.

**TERMINATION:** If the supplier fails to meet the stipulated conditions, especially the specified delivery deadline, the Administration Department of EU-Solaris ERIC may withdraw the order, rendering it null and void, and reserving the corresponding rights.