

COVER SHEET

OF THE SPECIFICATION OF PARTICULAR ADMINISTRATIVE CLAUSES TO BE FOLLOWED IN THE OPEN TENDER PROCEDURE FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF ONE MACHINE TO MAKE THE CAVITIES TO THE PLASTICIZED ALUMINIUM (ALF) OF THE POUCH CELLS.

1. PURPOSE OF THE CONTRACT

The purpose of the contract is the supply, unload, installation and commissioning of a machine to make the cavities to the plasticized aluminium (alf) of the pouch cells.

Additionally, the following will be object of the contract, without any additional costs:

- The maintenance service, within the period of two years starting from the commissioning of the system. The maintenance shall include, in addition to the work to be carried out, the labour force and travel costs, in their entirety.
- FUNDACIÓN CIDETEC technical staff training.

The latter will be accomplished as stated in the Technical Specifications document.

The CPV code for the contract is the following: 38540000-2.

2. CONTRACTING COMPANY AND CONTRACTING AUTHORITY

The contracting company is FUNDACIÓN CIDETEC (hereinafter, contracting company).

The Contracting Authority is the GENERAL MANAGER of the contracting company.

3. VARIANTS

Not permitted.

4. CONTRACTUAL DOCUMENTATION

The documents indicated in Clause 5 of the Schedule of Particular Administrative Clauses shall be considered contractual in nature.

5. DEADLINE AND PLACE OF DELIVERY OF THE GOODS

The maximum period for delivery, installation, commissioning and SAT (Site Acceptance Test) of the system, starting from the day following the formalisation of the contract, will be 25 weeks.

This is without prejudice to the maintenance service (two years).

The place of delivery will be at the contracting company's premises located at Pº Miramón, 196 Bajo de Donostia-San Sebastián CP. 20014.

6. ECONOMIC FACTORS

6.1. BASELINE TENDER BUDGET AND CONTRACT PRICE

The baseline and maximum budget for the tender is 205.000 euros (excluding VAT).

All the direct and indirect costs and other possible expenses have been taken into account to determine the aforementioned baseline tender budget.

Bidders shall include in their financial proposal the price proposed for the execution of the contract (excluding VAT) which must not under any circumstances exceed the aforementioned maximum tender budget.

6.2. ESTIMATED VALUE OF THE CONTRACT

The estimated value of the contract amounts to 205.000 euros (excluding VAT), calculated in the manner and for the purposes set out in Article 101 of Law 9/2017, dated 8 November, on Public Sector Contracts, which transposes the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, dated 26 February 2014, (hereinafter LCSP) into Spanish law.

This estimated value has been calculated based on standard market prices.

7. PAYMENT

The payment of the price by the contracting company shall take place in the manner indicated in Clause 8 of the Specification for Particular Administrative Clauses.

8. PRICE REVISION

Price revision is not applicable.

9. FINAL GUARANTEE

The bidder submitting the bid that offers the best quality-price ratio shall be obliged to provide a definitive guarantee, in the terms indicated in Clause 11 of the Specification for Particular Administrative Clauses, for an amount equivalent to 5% of the final price offered, excluding VAT.

10. FITNESS TO ENTER INTO A CONTRACT

- Specific requirements:

Not applicable.

- Solvency:

The bidder must demonstrate that it possess the following economic, financial, technical and professional solvency:

- Economic and financial solvency. Annual turnover, in the area to which the contract refers, which, based on the best of the last three available financial years (for which the obligation to approve the annual accounts has expired), depending on the dates on which the bidder was established or started its activities and on the date on which the tenders were submitted, must be at least 500.000 euros.
- Technical and professional solvency:
 - a. The bidder has executed during the last three years, at least, one contract involving the supply, installation and commissioning of one machine to machine to make the cavities to the plasticized aluminium (alf) of the pouch cells with similar characteristics to those for which the contract is to be awarded.
 - b. The bidder has a service team specialized in machines to make cavities of alf for pouch cells of servicing and repairing; it will be proved that it is an official technical service certified by the manufacturer and with the provision of original wear parts and spare parts; and with a minimum of two qualified technicians with proven experience and knowledge in the own technology and specialized in the stacking process, in the software and in the safety elements, with capacity of response in a maximum period of 72 hours since the communication of an incidence or breakdown of the system.

11. SUBMISSION OF PROPOSALS AND DOCUMENTATION

11.1.SUBMISSION OF PROPOSALS

- **Submission method:** Bids shall be submitted using electronic means, through the Basque Government's Electronic Tender application at: <http://www.contratacion.euskadi.eus>.
- **Deadline for submission:** Proposals may be submitted up to 19 June 2020 at 15:00 hours

In case the deadline date is Saturday, Sunday or a bank holiday, the deadline will be extended until the following business day.

- **Means of communication and notification:** In accordance with the provisions of the fifteenth additional provision of the LCSP, the communications and notifications arising from this tender procedure shall be made by **electronic means** through the Basque Government's Electronic Tender application. Each time a notification or communication is sent, the tenderer will receive notice of its sending at the notification e-mail address provided for this purpose by the tenderer.

11.2.CONTENT OF ELECTRONIC FILES

Notwithstanding the fact that they are electronic files, they shall be referred to as Envelope 1, Envelope 2 and Envelope 3.

Envelope 1. "DOCUMENTATION RELATING TO COMPLIANCE WITH THE PREREQUISITES"

Bidders must submit the documentation indicated in Clause 13 of the Schedule of Particular Administrative Clauses.

Envelope 2. "DOCUMENTATION RELATING TO CRITERIA FOR WHICH QUANTIFICATION DEPENDS ON A VALUE JUDGEMENT"

The bidders must present a technical proposal in which, in accordance with the technical requirements established in the Technical Specifications Document, will describe consistently the following:

- The technical characteristics of the system in detail, making reference to all the described aspects and technical conditions.
- The installation and commissioning procedures, describing consistently system to adjust and align dies, and their model cell recipe creation.
- The maintenance and service procedures.

When drafting the technical proposal, the provisions of the Technical Specifications Document must be taken into account regarding the minimum technical requirements to be met by the system and any other conditions stated in that document.

In the event that the system proposed do not comply with the technical requirements established in the Technical Specifications Document, the bidder shall be excluded from the procedure, without opening its Envelope 3.

Envelope 3. "DOCUMENTATION RELATING TO CRITERIA THAT CAN BE EVALUATED USING FORMULAS"

The proposal relating to criteria that can be evaluated through the use of formulas shall be presented in accordance with the template attached to the Specification for Particular Administrative Clauses as Annex VI.

In addition to the financial proposal, this envelope will include the possible improvements 1 and 2, as well as the possible extension of the warranty period.

12. AWARD CRITERIA

The award criteria, shown with their corresponding weighting, are as follows:

1. Criteria for which the quantification depends on a value judgement: up to a maximum of 45 points.

- Technical characteristics of the system: Up to a maximum of 39 points.
- The procedure for the installation and commissioning: Up to a maximum of 2 points.
- The training procedure. The influence and the control of process parameters and the recipe creation shall be emphasized: Up to a maximum of 2 points.
- The maintenance and service procedures. Up to a maximum of 2 points.

The bidder must achieve a minimum score of 28 points in order to continue in the proceedings.

2. Criteria to be assessed using formulae: up to a maximum of 55 points.

- **Economic proposal: Up to a maximum of 43 points.**

$$P = 43 \times \frac{\text{Lowest bid}}{\text{Bidder's quotation}}$$

Where:

P = Score obtained by the bidder being evaluated.

Lowest bid = amount of the lowest bid admitted (excluding VAT).

Bidder's quotation = the amount (excluding VAT) of the economic tender being evaluated.

Quotations that do not improve the maximum bidding budget (excluding VAT) will receive zero (0) points in this section.

In principle, any offers in which the price differs by 25% or more from the arithmetic average of the other proposals, may be considered unreasonable or unreliable, and its inclusion would necessitate a prior request for information from the bidders involved to analyse its viability.

When a proposal that may be considered unreasonable or abnormal is identified, the bidder(s) who submitted it must be interviewed so that they can explain the evaluation of the tender and clarify its conditions.

Bids will be rejected by the contracting authority if it finds that they are abnormally low because they violate subcontracting regulations or do not comply with the applicable national or international environmental, social or employment obligations, including non-compliance with existing collective agreements in the sector

Improvement 1, expand maintenance period: 2 points will be awarded for each additional year (or proportional part) added to the included 2 year maintenance. Up to a maximum of 6 points.

Improvement 2, expand warranty period: 2 points will be awarded for each additional year (or proportional part) added to the included 2 year warranty. Up to a maximum of 4 points.

Improvement 3, include technical options, listed below: 2 points.

- Process parameters handled by recipe
- Forming pressure adjusted by HMI/Transducer
- Lot number (input by the operator)
- Chosen recipe

13. EVALUATION COMMITTEE

The Contracting Authority will be assisted by an Evaluation Committee composed of the following members:

1. Peio casi
2. Idoia Urdampilleta
3. Luis Casas

14. EXPERT COMMITTEE

Not applicable.

15. EXECUTION OF THE CONTRACT

The contract shall be performed in accordance with the following conditions:

- a) Those indicated in Clause 20 of the Specifications of Particular Administrative Clauses.
- b) In addition, in compliance with the provisions of article 202 of the LCSP, the following, of an environmental nature, is established as a special condition of the execution: the management of all the waste generated in the activity will be carried out according to environmental criteria, applying selective collection of waste that can be treated as urban waste, and the proper management of packaging and waste classified as hazardous.

This special condition of execution shall also apply to subcontractors participating in the performance of the contract.

16. ESSENTIAL CONTRACTUAL OBLIGATIONS

Essential contractual obligations will be those established in Clause 21 of the Specifications of Particular Administrative Clauses.

In addition, that set out in point 15 b) above shall be an essential contractual obligation.

17. PERSONAL DATA PROTECTION

The execution of the contract to which this tender refers will require, in view of its content, that the contractor processes personal data on behalf of the contracting company.

In this respect, the contractor shall be bound by the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter GDPR) and by Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights (hereinafter LOPD-GDD).

Thus, the contractor, in its capacity as Data Controller, undertakes to sign the relevant contract, together with the contracting company, containing the content and scope determined by article 28 of the GDPR.

This contract must be signed at the same time as the service contract is signed between the contracting company and the contractor.

However, irrespective of what is established for this purpose in the aforementioned contract, the contractor undertakes to observe the following provisions in connection with the contract to which this tender relates:

- It shall comply with the provisions of the GDPR, the LOPD-GDD and the other data protection regulations that may apply throughout the term of the contract for the provision of services between the contracting company and the contractor.
- It will only process personal data in accordance with the documented instructions of the contracting company.
- It shall ensure that the people authorised to process personal data are bound by an appropriate confidentiality obligation.
- The contractor shall implement suitable technical and organisational measures to ensure a level of security that is appropriate to the risk, taking into account the state of technology, implementation costs and the nature, scope, context and purposes of the processing, as well as the variable probability and seriousness risks to the rights and freedoms of natural persons. The following measures shall be assessed, inter alia, for guidance purposes only:
 - a) Pseudonymisation and encryption of personal data;
 - b) Measures to ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services;

- c) Measures for the rapid recovery and access to personal data in the event of a physical or technical incident;
 - d) Procedures for regular verification, evaluation and assessment of the effectiveness of technical and organisational measures to guarantee the security of the processing.
- Provide, when required by the contracting company and as proof of compliance with its data protection obligations (i) a copy of the record of all categories of processing activities carried out on behalf of the contracting company; and (ii) any other document that the contracting company deems appropriate, provided that this relates to the processing of personal data carried out by the contractor on behalf of the contracting company.
 - Permit and contribute to the carrying out of audits, including inspections, by the contracting company or another auditor authorised by the latter.
 - Inform the contracting company of the person or persons directly responsible for the implementation and inspection of security measures.
 - Train and inform personnel on the obligations arising from the relevant data protection legislation.

18. INTELLECTUAL AND/OR INDUSTRIAL PROPERTY

The provisions established in Clause 22 of the Specification for Particular Administrative Clauses shall apply.

19. CONFIDENTIALITY

The duty of confidentiality shall be observed for a period of 5 years from the date of discovery of the information made available in connection with the execution of the contract.

20. INSURANCE

The successful bidder will have sole responsibility for the equipment, its transport and its installation, as well as for any possible damages caused until the equipment is brought into operation and accepted by FUNDACIÓN CIDETEC.

21. PENALTIES

The penalties for delays in meeting the deadlines (total or partial), in the event that it is decided to continue with the execution of the contract, will be 1.5 euros/day of delay for every 1,000 euros of the contract price, excluding VAT up to a total maximum of 10% of the contract price. The payment of liquidated damages shall be the sole remedy for delayed delivery in the period covered by liquidated damages.

22. TRANSFER OF THE CONTRACT

This shall follow the conditions indicated in Clause 27 of the Specification for Particular Administrative Clauses.

23. SUBCONTRACTING

The contractor may enter into an agreement with third parties for the partial performance of the service, subject to the provisions of Clause 28 of the Specification for Particular Administrative Clauses and article 215 of the LCSP.

24. AMENDMENTS TO THE CONTRACT

The Contracting Authority may amend the contract in the cases provided for in article 205 of the LCSP.

25. WARRANTY PERIOD

The warranty period is set at two years from the date of SAT (Site Acceptance Test). This period can be subject to increase by the bidders in their proposals.

26. WITHDRAWAL AND TERMINATION OF THE CONTRACT

The contracting organisation reserves the right to refuse to grant or to conclude the contract, in accordance with Article 152 of the LCSP, for clearly substantiated reasons. In such cases, the bidders who have submitted valid bids shall be compensated for the costs incurred to an amount of 100 euros per bidder.

Furthermore, once the contract has been formalised, the contracting organisation reserves the unilateral right to withdraw from the contract for the same reasons referred to in the previous paragraph. In this case, the Contracting Authority shall pay the successful bidder the full amount of any damages caused, under the terms established by law.

In all cases of termination of the contract due to causes attributable to the contractor, the contracting company will be due an amount equivalent to 15% of the contract price, excluding VAT. This penalty is in addition to the proven damages.