

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 this procedure is the selection, by FUNDACIÓN CIDETEC, of a contractor that will provide the supply indicated in **point 1 of the Cover Sheet** of this Specification for Particular Administrative Clauses (hereinafter, the Cover Sheet).

The above-mentioned supply shall be provided in accordance with this Document, the Technical Specifications Document and the contractor's tender.

In the event that the separate realisation of the different parts of the contract is envisaged, by dividing it into lots, **point 1 of the Cover Sheet** specifies the following: the specific lots into which the contract is divided; where applicable, the number of lots for which a single bidder may submit a tender; where applicable, the number of lots which may be awarded to each bidder; the aspects to be specified in each case.

The CPV Code of the contract is specified in **point 1 of the Cover Sheet**.

2. CONTRACTING COMPANY AND CONTRACTING AUTHORITY

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

The Contracting Authority is the person indicated in **point 2 of the Cover Sheet**, who, where appropriate and in accordance with the prevailing provisions of private law, may expressly authorise such persons as he considers appropriate for the execution of specific actions in relation to the contract.

3. AWARD PROCEDURE

The contract shall be awarded, by means of an open procedure, to the bidder that submits the proposal that represents the best quality-price relationship, in accordance with the award criteria set out in this Document (hereinafter, best offer).

4. VARIANTS

The possibility for bidders to offer variants is specified, where appropriate, in **point 3 of the Cover Sheet**.

In the event that variants are admitted, **point 3 of the Cover Sheet** states the minimum requirements, forms and characteristics of the variants, as well as their connection with the contract subject matter.

5. CONTRACTUAL DOCUMENTATION

The following documents shall be considered contractual:

- This Specification of Particular Administrative Clauses and its Cover Sheet.
- The Technical Specifications Document.
- The quotation submitted by the successful bidder.
- Any other documentation that is specified in **point 4 of the Cover Sheet**.

These documents must be signed by the successful bidder, as evidence of their conformity, at the time the contract is concluded.

6. DEADLINE AND PLACE OF DELIVERY OF THE GOODS

The deadline and place of delivery of the goods will be that stated in **point 5 of the Cover Sheet**.

7. ECONOMIC FACTORS

7.1. BASELINE TENDER BUDGET AND CONTRACT PRICE

The baseline budget for the tender is stated in **point 6.1 of the Cover Sheet**.

The contract price is also specified in **point 6.1 of the Cover Sheet**.

The aforementioned contract price shall include all the costs necessary for the execution of the contract, including but not limited to the following:

- All the direct and indirect costs necessary for the execution of the contract, in accordance with the provisions of this Document and the Technical

Specifications Document; invoicing for items that should have been included as part of the final price will not be admitted retrospectively.

- Any and all matters related to the execution of the contract and all expenditure relating to the personnel employed for the execution of the contract (i.e. wages and Social Security, holiday and additional pay, work during the night and on public holidays, substitutions due to absence or illness, individual accident insurance, etc.), as well as all taxes (with the exception of VAT), insurance, licences, authorisations and other general expenses.
- Costs of delivery, travel and transport of the supplied goods to the place of delivery.
- Any resources, tools, vehicles, equipment, instruments, computer equipment and apparatus required by the contractor in the execution of the contract.
- Any other items listed in **point 6.1 of the Cover Sheet**.

7.2. ESTIMATED VALUE OF THE CONTRACT

For the purposes of article 101, Law 9/2017, 8 November, on Public Sector Contracts, transposing into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, dated 26 February 2014 (hereinafter LCSP), the estimated value of the contract is the amount indicated in **point 6.2 of the Cover Sheet**.

This estimated value has been calculated in accordance with the provisions of article 101 of the LCSP.

This estimate does not generate a specific commitment on the part of the contracting company.

8. PAYMENT

CIDETEC will pay 100% of the contract price, upon presentation of the corresponding invoice, within 60 calendar days after execution of reception, commissioning and SAT (Site Acceptance Test) of the equipment.

CIDETEC offers the possibility of paying an advance of up to 30% of the awarded contract value following the formalisation of the contract, upon presentation by the successful bidder of an invoice and bank surety (or recognized insurance company surety) (irrevocably, without any delay, reservations, recourse, contest or protest) which guarantees this amount until delivery, installation and commissioning. The surety will be written in accordance to FUNDACION CIDETEC's standard. The form of payment shall be determined at the start.

No payment shall be made for any goods or supplies that have been delivered outside the scope of the contract as provided for in this document or that, where applicable, have not been previously requested and expressly accepted by the contracting company.

9. PRICE REVISION

The provisions of **point 8 of the Cover Sheet** shall apply.

10. PUBLICATION

The following will be published in the contracting entity's profile:

- The announcement of invitation to tender.
- The announcement of award of the contract.
- The announcement of conclusion of the contract.
- The rest of the information listed in Article 63 of the LCSP.

Access to the contracting company's profile will be through the following website: <http://www.contratacion.euskadi.eus>

The announcement of the invitation to tender and the announcement of the conclusion of the contract shall also be published in the Official Journal of the European Union.

Furthermore, any amendment to the contract agreed upon by the Contracting Authority in accordance with Clause 29 of this Document, will be published in the Official Journal of the European Union, in the manner indicated in article 207.3 of the LCSP.

11. FINAL GUARANTEE

The bidder who has submitted the best bid will be required to provide a final bank guarantee for the amount specified in **point 9 of the Cover Sheet**.

The bidder who has submitted the best quotation must provide proof of the creation of the above-mentioned final guarantee within 10 working days from the day after receipt of the request made by the Contracting Body to that effect.

This final guarantee shall satisfy the requirements set out in Article 110 of the LCSP.

The guarantee may be created in any of the ways provided for in article 108 of the LCSP, and it is not necessary to create it in the Caja General de Depósitos.

In the case of a guarantor, the guarantor shall comply with the format included in this Document as **Annex I**.

Proof of the establishment of the guarantee may be provided by electronic means.

In the event that the penalties or indemnities payable by the contractor come into effect against the final guarantee, the contractor must replace or increase the guarantee, by the corresponding amount, within fifteen calendar days of the date of execution, failing which the contract will be terminated.

When, as a result of an amendment to the contract, the price of the contract changes, the contractor must adjust the final guarantee so that it is in proportion to the new price. The deadline for the contractor to amend the guarantee shall be fifteen calendar days from the date on which it is notified of the amendment agreement.

The guarantee will be returned, in accordance with the provisions of Article 111 of the LCSP, once the guarantee period has expired and the contractor has fulfilled all its contractual obligations.

The guarantee will be returned after a favourable report has been given by the contracting company.

For any matters not covered by this Clause, the provisions of Articles 106 onwards of the LCSP shall apply.

12. FITNESS TO ENTER INTO A CONTRACT

Natural or legal persons, Spanish or foreign, who have full capacity to act, who are not prohibited from entering into contracts and who can prove their solvency may enter into a contract with the contracting company.

Bidders must also have the business or professional qualifications which, if applicable, are required for the performance of the services which form the subject-matter of the contract.

Legal persons may only be awarded the contract when the services provided under the contract fall within their aims, objectives or area of activity as defined in their Articles of Association or founding rules.

Non-Spanish companies from EU Member States or States that are signatories to the European Economic Area Agreement which, in accordance with the laws of the State in which they are based, are eligible to provide the service in question, will be entitled to enter into negotiations with the contracting company, in accordance with Article 67 of the LCSP.

Where the laws of the State in which such companies are based require special authorisation or membership of a particular organisation in order to be able to provide the service in question, they must provide the necessary proof that they satisfy that requirement.

Without prejudice to the observance of Spain's obligations under international agreements, natural or legal persons from States not belonging to the European Union or States that are signatories to the Agreement on the European Economic Area must justify, by means of a report, that the State of origin of the foreign company also allows Spanish companies to participate in contracts with public sector organisations similar to those listed in article 3 of the LCSP, in a fundamentally similar manner. The above-mentioned report will be prepared by the relevant Spanish Foreign Economic and Trade Office and will be included with the documentation submitted.

The report on reciprocity will be waived with respect to companies from States that have signed the World Trade Organisation Agreement on Government Procurement.

Entrepreneurial alliances, temporarily created for such purpose, may enter into contracts with the contracting company, without it being necessary to formalise such alliances in a public deed until the contract has been awarded in their favour, in accordance with Article 69 of the LCSP.

The bidders must meet the minimum conditions of economic and financial solvency and professional or technical solvency specified in **point 10 of the Cover Sheet**.

If applicable, when quoting for the execution of the contract, bidders must allocate, as a minimum, the human and/or material resources specified in **point 10 of the Cover Sheet**.

Furthermore, bidders must comply with the specific requirements which, where applicable, are indicated in **item 10 of the Cover Sheet**.

In the event that the bidders are obliged to assign certain human and/or material resources to the execution of the contract, this undertaking shall be considered an essential contractual obligation for the purposes set out in article 211. f) of the LCSP and, therefore, non-compliance with this obligation shall constitute a cause for termination of the contract, at the discretion of the contracting company.

As an alternative to termination, in the event of a unilateral variation by the contractor of the person assigned to the execution of the contract, whether the person is their direct employee or from a subcontracted company, the contracting company may demand the immediate assignment of the promised person or, alternatively, in the event that this is impossible for reasons beyond the contractor's control, their immediate replacement by human resources of identical training and experience. This person must be expressly agreed by the contracting company.

In order to demonstrate the required solvency and/or the required commitment to allocate resources, bidders may rely on the solvency and/or resources of other companies, regardless of the legal nature of the ties they have with them, provided that they demonstrate that, throughout the term of the contract, they will effectively have such solvency and/or resources at their disposal, and the company to which they have recourse is not prohibited from entering into contracts.

Bidders intending to rely on the solvency and/or resources of other companies must state this in their declaration of responsibility to be included in Envelope 1 (specifically, section C of part II of the ESPD).

Furthermore, in the event that the bidder who submits the best offer intends to rely on the solvency and/or resources of other companies, it must demonstrate that it will have the required resources by providing a written commitment to that effect from the aforementioned companies (prepared according to the template included in **Annex II**).

This commitment must be made before a Notary Public by the company(ies) on which the bidder who submits the best bid relies in order to demonstrate the required

solvency and/or the commitment to allocate the required resources, declaring that: they are fully aware of all the conditions of the tender in which the bidder is participating; they possess the above-mentioned solvency and/or resources to be assigned, providing a document accrediting this (in the manner provided for in Clause 17); and they express their irrevocable willingness to make available to this bidder, should it be successful, the resources necessary for the execution of the contract (with express acceptance of the provisions of article 1257.2 of the Civil Code, whereby the contracting company must expressly authorise its replacement or alteration). The submission of this document shall be deemed to constitute acceptance of this undertaking by the contracting company in the event that the bidder in question is successful.

This undertaking shall be submitted by the bidder who submitted the best bid within 10 working days of the day after it receives the request to that effect from the Contracting Authority.

The circumstances relating to the ability, solvency and absence of any prohibitions to enter into contracts referred to in this Clause must be fulfilled on the final date for the submission of bids and persist at the time of completion of the contract.

13. SUBMISSION OF PROPOSALS AND DOCUMENTATION

13.1. ACCESS TO THE SPECIFICATIONS AND OTHER SUPPORTING DOCUMENTS

The Specifications and other supporting documents shall be accessible from the date of publication of the invitation to tender and throughout the period for submission of bids in the contracting profile of the contracting company.

13.2. SUBMISSION METHOD

The submission of bids will be carried out using electronic means, in accordance with the requirements established in the Fifteenth Additional Provision of the LCSP.

The information and technical specifications required for the electronic submission of proposals, including encryption and date validation, can be found on the website of the Basque Government's Electronic Tender application at: <http://www.contratacion.euskadi.eus>

The electronic transmission of tenders may be done in two stages, first sending the electronic fingerprint of the tender, the receipt of which constitutes its submission for all intents and purposes, and then the tender itself within a maximum of 24 hours. If this second submission is not made within the period indicated, the tender shall be deemed to have been withdrawn.

The electronic fingerprint of the tender is understood to be the set of data that is generated in such a way as to guarantee that they are unequivocally related to the content of the tender itself, and that allow any possible alterations to be detected in the content of the tender, guaranteeing its integrity. The electronic copies of the documents that must be included in the folder must comply with the provisions established for this purpose in the current law on common administrative procedure, having the effects established therein.

13.3. CONTENT OF ELECTRONIC FILES

The bidders' proposals must comply with this Document and its Cover Sheet, the Technical Specifications Document and any other contractual documentation, and their submission implies the unconditional acceptance by the bidder of the contents of all of their clauses, without exception or reservation.

Each electronic file will consist of the documents indicated below and will include a numbered list of the documents included therein.

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 following documentation:

1. Declaration of responsibility in accordance with the standard form of the European Single Procurement Document (hereinafter, ESPD) included in this Document as **Annex III** and to be completed as specified below:
 - The ESPD must be completed in accordance with the Instructions set out in Annex I of the Commission Implementing Regulation (EU) 2016/7, 5 January 2016, establishing the standard form for the European Single Procurement Document.
 - Specifically in relation to "Part IV: Selection criteria" of the ESPD, bidders are only required to complete Section A: "Global indication relating to all selection criteria".

- Where the bidder relies on the solvency and/or resources of other organisations, in accordance with Clause 12 of this Document, each of these organisations must also submit a declaration of responsibility providing the pertinent information required under Sections A ("Information on the economic operator") and B ("Information on the economic operator's representatives") of Part II and Part III of the ESPD.
 - In all cases where several entrepreneurs are grouped together in a temporary alliance, a declaration of responsibility will be provided for each participating company, which will include the information required in parts II to V of the ESPD.
2. In the event that, in accordance **with point 10 of the Cover Sheet**, it is a requirement that certain human and/or material resources be assigned to the execution of the contract as a minimum, the bidders must submit the undertaking to assign such human and/or material resources in accordance with the template included in this Document as **Annex IV**.
 3. Entrepreneurs wishing to form a temporary alliance must state the names and circumstances of those forming the alliance and the involvement of each of them, as well as their commitment to form a temporary alliance if they are successful. Entrepreneurs wishing to form a temporary alliance shall be jointly and severally liable and must appoint a representative or sole proxy for the alliance with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its termination, without prejudice to the existence of joint powers that may be granted for collections and payments of a material amount.
 4. Foreign companies must submit an express declaration of their acceptance of the jurisdiction of the Spanish courts and tribunals of any type, for all matters that may arise, directly or indirectly, from the contract, renouncing, if applicable, any foreign jurisdiction that the bidder may be entitled to.

NOTE:

The contracting company may require bidders to submit all or part of the supporting documents when it considers that there are reasonable doubts as to the timeliness or reliability of the declaration referred to in point 1 or when this is necessary for the efficient execution of the procedure.

Notwithstanding the above, when the business owner is registered in the Official Register of Public Sector Tenderers and Classified Companies, in the Official Register of the Basque Autonomous Community Contractors or appears in a national

database of a Member State of the European Union, such as a virtual file of the company, an electronic document storage system or a prequalification system, and these are accessible free of charge to the aforementioned organisations, it shall not be obliged to present the supporting documents or other documentary proof of the data registered in the above-mentioned places.

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

In this envelope, bidders must submit the documentation indicated in **point 11.2 of the Cover Sheet**.

The bidder must take special care when preparing the documentation to be included in this Envelope, following the guidelines given regarding the content. Similarly, no references may be made that may guide or make known aspects of the documentation relating to criteria that can be evaluated using formulas.

Tenders that contravene these principles will be dismissed and excluded from the procedure.

The contracting company also reserves the right to carry out any verification work it deems appropriate or to demand any additional documentation it deems necessary in order to verify the veracity of the information provided by the bidders.

In the event that, in accordance with **point 12 of the Cover Sheet**, the human resources to be assigned to the execution of the contract are not deemed appropriate, due to a unilateral change by the contractor of the persons assigned to the execution of the contract, whether of its own personnel or that of a subcontracted company, the contracting company may demand the immediate allocation of the persons promised or, alternatively, in the event that this is impossible for reasons beyond the contractor's control, their immediate replacement by human resources of identical training and experience. These people must be expressly agreed by the contracting company.

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

Bidders must submit the documentation relating to criteria that can be evaluated using formulas in line with the template attached to this Document as **Annex VI**.

The contracting company may verify, both before and after the award and during the course of the contract, the veracity of the content of the documents included in Envelopes 1, 2 and 3, on the understanding that any falsification of the information

and circumstances submitted by the company may lead to cancellation of the contract due to non-compliance on the part of the contractor.

14. AWARD CRITERIA

The award criteria, shown with their corresponding weighting, are those indicated in **point 12 of the Cover Sheet**.

15. EVALUATION COMMITTEE

The Contracting Authority will be assisted by an Evaluation Committee, composed of the members indicated in **point 13 of the Cover Sheet**.

16. OPENING OF TENDERS

The Evaluation Committee will pre-qualify the documentation contained in Envelope 1 ("Documentation relating to compliance with the prerequisites"), presented in a timely manner. If the committee observes correctable defects in the documentation presented, the contracting company shall give the bidder three calendar days to correct them.

Afterwards, Envelope 2 ("Documentation relating to criteria for which quantification depends on a value judgment") will be opened in order to study and evaluate the documentation contained therein.

In the event that the criteria for which quantification depends on a value judgment are attributed a higher weighting than that of the criteria that can be evaluated through the use of formulas, the evaluation of the criteria for which quantification depends on a value judgment shall be the responsibility of a Committee consisting of the members identified in **point 14 of the Cover Sheet**.

Once the study and assessment of the documentation contained in Envelope 2 has been carried out, Envelope 3 will be opened ("Documentation relating to criteria that can be evaluated through the use of formulas").

Before opening Envelope 3 ("Documentation relating to criteria that can be evaluated using formulae"), bidders will be given the result of the evaluation of the documentation relating to criteria that depend on a value judgment for their

quantification.

Envelope 3 ("Documentation relating to criteria that can be evaluated through the use of formulae") will be opened officially via the Basque Government's Electronic Tender application at: <http://www.contratacion.euskadi.eus>.

Once this has been done, the documentation contained in Envelope 3 ("Documentation relating to criteria that can be evaluated through the use of formulae") will be opened in order to study and evaluate it.

The Evaluation Committee shall reject any proposals that fall within any of the circumstances provided for in article 84 of RD 1098/2001 and shall pass the list of tenders submitted to the Contracting Authority, classified in descending order, in accordance with the award criteria established in **point 12 of the Cover Sheet**, who will identify the best offer.

If the exclusion of a particular bidder is agreed upon, the contracting company shall expressly notify the excluded bidder of such exclusion.

Before formulating the proposal, any technical reports deemed relevant may be requested.

In the event that the tender from the bidder with the best score is deemed to be abnormally low based on the parameters specified, if applicable, in **point 12 of the Cover Sheet**, the Evaluation Committee shall follow the procedure provided for in article 149 of the LCSP, in order that the bidder can provide the necessary justification.

The proposal to award the contract does not create any right in favour of the proposed bidder in relation to the contracting company. However, when the Contracting Authority does not award the contract in accordance with the proposal put forward, it must give reasons for its decision.

17. AWARD OF THE CONTRACT

For choosing the bidder selected for the award, the Contracting Authority shall, as a general rule, comply with the proposal made by the Evaluation Committee. Otherwise, the Contracting Authority must state the reasons for its decision to reject the proposal and, if appropriate, carry out the final classification of the tenders.

Once the proposal of the Evaluation Committee has been accepted by the Contracting Authority, the contracting company shall require the bidder who has submitted the best quotation to submit the following documentation within ten

working days from the day following that in which the request was received:

1. Documentation justifying compliance, by the final date for submission of tenders, with all the conditions legally established for entering into contracts with the contracting company, and with all the capability, solvency and absence of prohibitions to enter into contracts required in Clause 12 of this Document, in the manner indicated below.

In the event that the tender has been presented by entrepreneurs who intend to form a temporary alliance, this documentation must refer to all the companies that are to be part of it.

- (i) Documents accrediting the character and ability to act of the tenderer and, where appropriate, of its representatives:

- The ability to act of the entrepreneurs that are legal persons will be accredited by means of the deed or document of creation, the Articles of Association or the foundational document, in which the rules by which their business is regulated are stated, duly registered, where appropriate, in the appropriate Public Registry, in accordance with the type of legal person concerned.
- The ability to act of non-Spanish entrepreneurs who are nationals of Member States of the European Union shall be accredited by their entry in the Register in accordance with the legislation of the State in which they are based, or by the presentation of a sworn declaration or certificate, in accordance with the applicable Community provisions.
- The ability to act of other foreign entrepreneurs shall be accredited by means of a report from the Permanent Diplomatic Mission of Spain in the State concerned or from the Consular Office where the company's registered office is located. By means of this report they must demonstrate that the State of origin of the foreign company allows Spanish companies to participate in contracts with the Government and with public sector organisations, bodies or agencies similar to those listed in Article 3 of the LCSP, in a fundamentally similar manner.

The report on reciprocity will be waived with respect to companies from States that have signed the World Trade Organisation Agreement on Government Procurement.

- The ability of entrepreneurs who are natural persons to act shall be accredited by providing the National Identity Document, or equivalent of their respective State.
- Those who appear or sign bids on behalf of another, shall submit a copy of their National Identity Document, as well as a power of attorney to that effect. If the company is a legal person, the power of attorney must be registered in the Companies Registry, when this is required in accordance with Article 94 of the Companies Registry Regulations or, where appropriate, in the appropriate Public Registry according to the type of legal person in question.

All this documentation will be submitted as originals, or as duly certified copies.

Tenderers who are listed in the Basque Autonomous Community's Official Register of Contractors or in the State's Official Register of Tenderers and Classified Companies may submit a copy of the current registration certificate issued by the official responsible for the Register in place of the documentation required in (i) above. The registration certificate must be accompanied by a declaration of responsibility signed by the tenderer stating that the circumstances reflected in the document have not changed.

- (ii) Documentation accrediting the economic and financial and technical or professional solvency required in Clause 12 of this Document.
 - Economic and financial solvency. Where appropriate, the tenderer's annual turnover shall be proven by:
 - Annual accounts approved and deposited in the Companies Registry, if the entrepreneur is registered in that registry and, if not, by those deposited in the official registry in which he must be registered. Individual entrepreneurs who are not registered with the Companies Registry will accredit their annual turnover through their stock ledgers and annual accounts certified by the Companies Registry.
 - Declaration of responsibility signed by the bidder indicating the turnover of the bidder.
 - Technical and professional solvency.

- The required solvency shall be accredited by means of a list of the provisions supplied in the course of the last three years, indicating the amount, the date and the recipient, public or private. Such supplies shall be authenticated by certificates issued or endorsed by the appropriate body, where the recipient is a public sector organisation. Where the recipient is a private organisation, it shall be authenticated by means of a certificate issued by the latter or, in the absence of such a certificate, by means of a declaration by the tenderer, accompanied by the documents in the tenderer's possession evidencing the performance of the service.
- (iii) Declaration of responsibility in accordance with the template included in this Document as **Annex V**, that the bidder is not subject to any of the prohibitions to enter into contracts, as established in article 71 of the LCSP.
- (iv) Proof of being up-to-date with tax obligations and with Social Security payments.
- (v) Documentation certifying compliance with the specific requirements which, if applicable, are set out in **point 10 of the Cover Sheet**.
2. Where appropriate, documentation accrediting the effective availability of the human and material resources pledged for their assignment to the contract.
- (i) With regard to the human resources that have been earmarked for the execution of the contract, the successful tenderer must provide the following documentation:
- Named identification of the total team assigned to the execution of the contract, together with the curriculum vitae records accrediting compliance with the requirements:
 1. Official academic qualification.
 2. Experience in the relevant field.
 3. Any other features that may be required by the contracting company.
 - Documentation accrediting the availability of all these human resources.

It is hereby stated that, in accordance with the provisions of the applicable regulations on data protection and given the nature of the information included in the aforementioned documentation relating to human resources, (i) its compilation and use will entail the processing of data carried out by the bidder, as the Data Controller; and (ii) its delivery to the contracting company in compliance with the provisions of this Clause shall imply the communication of data carried out by the latter, as the assigner.

For these purposes, the successful bidder must comply with the obligations incumbent upon it under the applicable data protection regulations in relation to the processing and communication of the data referred to in the preceding paragraph. In particular, and without prejudice to any other obligations that, as Data Controller, the successful bidder must observe, it must obtain, under its sole responsibility, the informed consent of the data subjects to enable the aforementioned communication of data, which must be duly accredited to the contracting company when required to do so.

- (ii) With regard to the material resources that have been earmarked for the execution of the contract, the successful tenderer must provide the following documentation:
- Identification of the material resources assigned to the execution of the contract, together with the documentation that accredits compliance with the requirements demanded.
 - Documentation accrediting the effective availability of all such material resources.

The contracting company reserves the right to carry out any verification work it deems appropriate or to demand any additional documentation it deems necessary in order to verify the veracity of the information provided by the bidders.

3. Proof of having established the final guarantee provided for in Clause 11 of this Document.
4. If applicable, a notarised statement in the event that the bidder, in order to accredit the required solvency and/or the commitment to assign the required resources, intends to rely on the solvency and/or resources of other organisations, according to the template included in **Annex II**.
5. If applicable, evidence of its legal establishment as a temporary joint venture,

appointing a representative or sole power of attorney for the temporary joint venture, with sufficient powers to exercise the rights and fulfil the obligations arising from the contract until its termination.

The contracting company reserves the right to carry out any verification work it deems appropriate or to demand any additional documentation it deems necessary in order to verify the veracity of the information provided by the bidders.

If the committee observes correctable defects in the documentation presented, the contracting company shall give the bidder three calendar days to correct them.

If the documentation requirements are not adequately met within the period indicated or the documentation presented contains defects or omissions that cannot be remedied, it shall be understood that the bidder has withdrawn its bid and it shall be required to pay the amount of 3% of the basic tender budget (excluding VAT) as a penalty, and the same documentation shall be obtained from the next bidder in the order in which the bids have been classified.

The Contracting Authority shall award the contract within five working days following receipt of the aforementioned documentation and within a maximum period of three months from the opening of the tenders.

The contract award will be agreed by the Contracting Authority in a reasoned decision and will be notified to the candidates and bidders, via the means for receiving notifications chosen by them, and shall be published in the contracting profile of the contracting company within 15 calendar days.

18. COMPLETION AND FORMALISATION OF THE CONTRACT

The contract will be completed through its formalisation.

The contract shall be drawn up in a private document which shall conform exactly to the conditions of the invitation to tender. Under no circumstances will clauses involving alterations to the contract conditions be included in the document that formalises the contract.

The successful bidder may, however, request the contract to be notarised, at its own expense.

The formalisation may not take place before fifteen working days have elapsed since the notification of the award was sent to the tenderers and candidates.

The formalisation of the contract shall be published, together with the corresponding

contract, within a period of no more than fifteen calendar days following the completion of the contract, in the contracting company's contracting profile. In addition, the notice of formalisation shall be published in the Official Journal of the European Union, for the purpose of which the contracting authority shall send this notice to the Official Journal of the European Union no later than 10 days after the formalisation of the contract.

When, for reasons attributable to the successful bidder, the contract has not been formalised within the period indicated, the amount of 3% of the basic tender budget (excluding VAT) will be demanded as a penalty, which will be applied, initially, to the final guarantee, without prejudice to the provisions of Article 71 2) b) of the LCSP. In this event, the contract will be awarded to the next bidder in the order in which the bids have been classified, on presentation of the documentation required in Clause 17 of this Document, granting a period of ten working days to submit the same.

19. PERSON RESPONSIBLE FOR THE CONTRACT

The Contracting Authority shall appoint a person responsible for the contract, who shall be responsible for supervising its execution and adopting the decisions and issuing the necessary instructions in order to ensure the correct implementation of the agreed service, within the scope of powers attributed to him/her by the contracting company.

The person responsible for the contract may be a natural or legal person, connected to or external to the contracting company.

The instructions given by the person responsible for the contract shall be binding on the contractor.

20. EXECUTION OF THE CONTRACT

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

- The contractor shall execute the contract in accordance with its terms and conditions, in accordance with the provisions of this Specification for Individual Administrative Clauses and its Cover Sheet, the Technical Specifications Document and the tender submitted by the contractor, as well as in accordance with the instructions given to the contractor by the contracting company in its interpretation.

- The contract is subject to compliance with the legal, regulatory and conventional provisions in force and those applicable in matters of employment, social security and occupational health and safety.
- The contract shall be executed at the contractor's own risk.
- The contracting company may monitor, verify and supervise, at any time and by any means, the correct fulfilment of contractual obligations and the proper execution of the contract.

To this end, the contracting company may seek such external assistance as it deems appropriate for the verification or audit of the correct fulfilment of contractual obligations, as well as an adequate level of quality in the execution of the work.

The contractor shall provide any data related to the service covered by the contract required by the contracting company, rendering, at no additional cost, any assistance that may be necessary, including providing access to labour, administrative or other documentation related to the contracted supply.

The contractor may not obstruct the inspection and monitoring work carried out by the contracting company.

However, should any type of non-compliance or objection be detected or made by the contracting company, it will be communicated directly to the person responsible for the contract, who will ultimately be responsible for the powers of organisation, supervision or, as the case may be, sanctions imposed on the personnel providing the service.

- The entire workforce will depend exclusively on the contractor, who will have the rights and duties inherent to his status as an employer, without any claim being made against the contracting company arising from such employment relationships or other obligations.

The contractor shall be solely responsible for any loss or claim (judicial or extrajudicial) related to the personnel working in the execution of the contract, whether their own staff or those subcontracted, and the contracting company shall not assume any type of responsibility regarding employment (including that referring to occupational safety, hygiene and health), Social Security or tax that the contractor incurs directly or indirectly. Similarly, the contractor will exclusively assume the responsibilities that may arise from claims arising from the execution of the contract.

- The contractor shall comply with its obligations under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter, GDPR) and with any other data protection provisions applicable during the term of the contract as a result of the processing of personal data that it carries out within the framework of its activities and on its own behalf and its own decision, as Data controller.

The above-mentioned obligation is established without prejudice to, if applicable, that which is specifically established in **point 17 of the Cover Sheet** regarding the possible processing of personal data on behalf of the contracting company.

- The contractor will be obliged to comply with the conditions that, where applicable and of a specific nature, are stated in **point 15 of the Cover Sheet**.

21. ESSENTIAL CONTRACTUAL OBLIGATIONS

The following will be considered essential contractual obligations:

- Compliance with the main obligation of the contract with strict adherence to that established in its clauses and in this Document and in the Technical Specifications Document.
- Compliance with the delivery deadline specified in point 5 of the **Cover Sheet** or, if applicable, the better deadline quoted.
- Compliance with the warranty period quoted.
- Compliance with the legal, regulatory and conventional provisions in force and those applicable in matters of employment, social security and occupational health and safety.
- The assignment to the execution of the contract of the human resources, whether own or subcontracted personnel, and/or materials included in the contractor's quotation.
- Obtaining, at their own expense, as many licences and authorisations as necessary to carry out their work.
- Provision of the supply subject to the current industry regulations applicable at any given time. For these purposes, both the contractor and the contractor's

personnel must have all the certificates that, if applicable, prove compliance with any obligations imposed by the regulations in force at any given time.

- The maintenance and replacement of the final guarantee.
- The acquisition or continuance, as a minimum, during the execution of the contract, of the cover and insurance required by the contractor in Clause 25 of this Document.
- The contractor will follow all contractual obligations as specified in the contract. In case a third party has a claim against the contracting company, the contracting company will claim this to the contractor, if so applicable, based on the contract established between the contracting company and the contractor. This however does not exclude the contractor's liability in case this liability arises based on mandatory legal rights, which cannot be amended by contract.
- Compliance with the conditions that, where applicable and of a specific nature, are stated in **point 16 of the Cover Sheet**.

The obligations set forth in this Clause and in **point 16 of the Cover Sheet** will be considered to be essential contractual obligations for the purposes of article 211. f) of the LCSP and, therefore, non-compliance with these would be considered a cause for termination of the contract, at the discretion of the contracting company.

22. INTELLECTUAL AND/OR INDUSTRIAL PROPERTY

The contractor must guarantee to the contracting company the peaceful use of all goods, equipment or other assets that it supplies and/or installs for the company under this contract, being obliged for these purposes to provide or obtain from authorised sources, at its own expense and for the benefit of the contracting company, at no additional cost, any licences and rights of use and/or exploitation on any such items and/or their components (including hardware and software, when applicable). All of the above, under the terms and conditions necessary for the contracting company to be able to use and exploit such equipment and its components in the terms established in this Document and in the Technical Specification Document that govern this contract.

Furthermore, the contractor will be responsible for any claims relating to Intellectual and/or Industrial Property that may be brought by third parties outside the contract in relation to the equipment that is covered by this contract and to each of its components. Should the use of the goods, equipment or other assets that it supplies and/or installs for the contracting company implies the infringement of Intellectual and/or Industrial property rights of third parties, the contractor will (i) obtain, at its

own expense, the right of use for the benefit of the contracting company; or (ii) modify or replace the goods, so that the rights of third parties are not infringed. In any case, the contractor will defend and indemnify the contracting company against all damages that may arise from claims relating to these matters.

All of the above is stated without prejudice to what, if anything, is established, of a specific nature, in **point 18 of the Cover Sheet**.

23. CONFIDENTIALITY AND DUTY OF SECRECY

Without prejudice to the provisions of the current legislation on access to public information and the provisions contained in the LCSP regarding the publication of the award and the information to be given to candidates and bidders, the contracting company may not disclose any information provided by the bidders which they have declared as confidential at the time of submitting their bid. This confidentiality includes, inter alia, technical and business secrets, confidential aspects of tenders and any other information the content of which may be used to distort competition, whether in this or subsequent tendering procedures.

The contractor must respect the confidential nature of any information to which it has access in connection with the execution of the contract and which has been designated as such in the Specifications or in the contract or which, by its very nature, must be treated as such.

This duty of confidentiality shall be maintained for the period indicated in **point 19 of the Cover Sheet**.

24. RESPONSIBILITY

The contractor shall be responsible for the technical quality of the work carried out and the services provided, as well as for the consequences for the contracting company of any omissions, errors, improper methods or incorrect results in the performance of the contract.

In case a third party has a claim against the contracting company, the contracting company will claim this to the contractor, if so applicable, based on the contract established between the contracting company and the contractor. This however does not exclude the contractor's liability in case this liability arises based on mandatory legal rights, which cannot be amended by contract.

In no event shall contractor be liable, whether by reason of any breach of the contract or of statutory duty or in tort (including but not limited to negligence) or strict

liability for loss of production, loss of profits, loss of use, loss of contracts, additional production cost, or for any financial or economic loss or for any indirect, incidental, special, punitive or consequential damages or losses of any description. This shall not apply in cases of wilful misconduct by contractor.

25. INSURANCE

Throughout the entire duration of the contract, the contractor shall take out, at its own expense, the insurances referred to in **point 20 of the Cover Sheet**, in the terms and conditions also indicated therein.

26. PENALTIES

a) Penalties for delay.

When the contractor, for reasons attributable to the same, is late in complying with any of the various deadlines set forth in this Document and/or in the Cover Sheet, the contracting company may choose, interchangeably, either to terminate the contract in accordance with Clause 33 of this Document, or to continue in its execution, accruing, in this case, in favour of the contracting company and in addition to any corresponding damages, the penalties indicated in **point 21 of the Cover Sheet**. The contracting company can terminate at the earliest once the maximum for liquidated damages for delay (10% of contract value) has been reached.

The existence of a delay on the part of the contractor does not require prior notice from the contracting company.

b) Penalties for defective execution of the contracted services or non-compliance with any other contractual conditions.

When the contractor, for reasons attributable to the same, is responsible for the defective execution of the services under contract or fails to comply with any other essential contractual conditions, the contracting company may choose, interchangeably, either to terminate the contract in accordance with Clause 33 of this Document, or to continue in its execution, accruing, in this case, in favour of the contracting company and in addition to any corresponding damages, the penalties indicated in **point 21 of the Cover Sheet**.

The penalties shall be applied by deducting the amounts which, by way of total or partial payment, must be paid to the contractor or charged against the guarantee.

When they cannot be deducted, the appropriate claim shall be made for the amount exceeding the guarantee.

In either case, whether the contract is terminated or continued, the contracting company may unilaterally decide to continue with it for as long as it deems necessary, using its own resources or those of third parties, and in both cases passing on the cost of the continuation to the contractor, without prejudice to the compensation for damages and other consequences provided for in this Clause.

27. TRANSFER OF THE CONTRACT

Apart from the cases of succession of the contractor in article 98 of the LCSP, the subjective amendment of the contract will only be possible for contractual transfer, within the limits established in this Clause and provided that such an option is expressly stipulated in **point 22 of the Cover Sheet**.

The transfer will require compliance with the requirements demanded in letters a), b), c) and d) of article 214.2 of the LCSP, namely:

- a) That the Contracting Authority authorises the transfer, in advance and expressly, in the terms stipulated in article 214.2.a) of the LCSP. The deadline for notification of the decision on the request for authorisation shall be two months, after which time it shall be understood to have been granted.
- b) That the transferring party has executed at least 20% of the contract value, in the terms indicated in article 214.2.b) of the LCSP.
- c) That the transferee has the ability to contract with public sector organisations, possesses the required economic and financial solvency and technical or professional solvency and is not subject to any prohibition on entering into contracts, in the terms indicated in article 214.2.c) of the LCSP.
- d) That the transfer is formalised, between the successful bidder and the transferee, in a notarised document, in the terms indicated in article 214.2.d) of the LCSP.

The transferee is assigned all the rights and obligations of the transferring party.

28. SUBCONTRACTING

The contractor may enter into an agreement with third parties for the partial performance of the service, subject to the provisions of this Clause and article 215 of the LCSP, except for the services indicated, if applicable, in **point 23 of the Cover Sheet**.

The contractor must give written notice to the Contracting Authority, after the award of the contract and, at the latest, when the execution of the contract begins, of its intention to enter into subcontracts, indicating the part of the service to be subcontracted and the identity, contact details and the representative or legal representatives of the subcontractor, justifying sufficiently the fitness of the subcontractor to perform the work by referring to the technical and human resources at its disposal and its experience, and certifying that the subcontractor is not prohibited from entering into contracts in accordance with article 71 of the LCSP.

The main contractor must notify the Contracting Authority in writing of any changes to this information during the execution of the main contract, and all necessary information on new subcontractors.

In the event that the subcontractor has the appropriate classification to carry out the part of the contract that is to be subcontracted, the notification of this circumstance shall be sufficient to demonstrate its suitability.

Evidence of the subcontractor's suitability may be provided immediately after the conclusion of the subcontract if the subcontractor is essential in order to deal with an emergency situation or if urgent action is required and this is sufficiently justified.

Subcontractors shall only be bound to the main contractor who shall therefore assume full responsibility for the execution of the contract in relation to the contracting company, in strict accordance with the Specifications and the terms of the contract, including compliance with the environmental, social and employment obligations referred to in article 201 of the LCSP.

The contracting company's knowledge of subcontracts entered into by the main contractor shall not alter the exclusive responsibility of the main contractor.

The payment to subcontractors and suppliers, as well as the verification of such payments will be made in accordance with the provisions of Articles 216 and 217 of the LCSP.

29. AMENDMENTS TO THE CONTRACT

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

The Contracting Authority may also amend the contract when **point 24 of the Cover**

Sheet expressly advises of this possibility, under the terms and conditions provided therein.

Amendments to the contract may not result in new unit prices not provided for in the contract.

Amendments to the contract must be formalised in accordance with Article 153 of the LCSP.

Notwithstanding the above, in the event that the price of the supply contract is determined by means of unit prices, the number of units to be supplied may be increased by up to 10% of the contract price, referred to in article 205.2.c).3° of the LCSP, without it being necessary to proceed with the corresponding amendment process, in accordance with article 301 of the LCSP, which for these purposes is expressly declared applicable.

30. RECEPTION AND WARRANTY PERIOD

The contract shall be deemed to have been fulfilled by the contractor when the latter has executed, in accordance with the contract terms and to the satisfaction of the contracting company, the entire supply service.

Nevertheless, at the time the goods are delivered, installed and commissioned the act of receiving them will take place, and the corresponding Certificate will be issued. At that time, the contracting company shall determine whether or not the goods are in a condition to be received and whether or not they conform to the specified requirements and, where appropriate, the contractor shall be given clear instructions to rectify the defects observed on receipt or to resupply, in accordance with the agreement.

If the work carried out is not in keeping with the service contracted, due to faults or defects attributable to the contractor, the contracting company may reject it, being exempt from the obligation to pay or having the right, where appropriate, to recoup the price paid.

This is without prejudice to the provisions of Clause 26, and the contracting company may demand the relevant penalties, in addition to compensation for damages due to delay, defective performance of the services contracted and/or failure to comply with any other contractual conditions.

The warranty period is indicated in **point 25 of the Cover Sheet**.

If, during the above-mentioned warranty period, the existence of faults or defects in the goods supplied is established, the Contracting Authority shall have the right to claim the replacement of the unsuitable goods from the contractor or their repair if this is deemed sufficient.

If, during the warranty period, the Contracting Authority considers that the goods supplied are not fit for their intended purpose as a consequence of the faults or defects observed in them, attributable to the contractor, and it is assumed that their replacement or repair would not be sufficient to achieve that purpose, it may, before the expiration of said period, reject the goods, releasing them at the contractor's expense and being exempt from the obligation to pay or being entitled, where applicable, to the reimbursement of the price paid.

Once the warranty period has expired, without the contracting company having lodged any of the objections or complaints referred to in this Clause, the contractor shall be exempt from any responsibility for the services rendered.

31. SUSPENSION OF THE CONTRACT

The contracting company may suspend the contract provided that it pays the contractor the damages provided for in Article 208.2 of the LCSP which, for these purposes, is expressly established as applicable.

32. TERMINATION OF THE CONTRACT

The contract shall be terminated upon its completion or by agreement, in accordance with the following regulations.

The following shall be grounds for terminating the contract, at the discretion of the contracting company:

- a) The declaration of bankruptcy or the declaration of insolvency in any other proceedings.
- b) Delay in the contractor's compliance with the delivery deadline, however at the earliest once the maximum for liquidated damages for delay (10% of contract value) has been reached.
- c) Failure to comply with the principal obligation of the contract.

- d) Failure to comply with other essential obligations, provided that they have been classified as such.
- e) The impossibility of executing the supply service on the terms initially agreed, when it is not possible to amend the contract in accordance with the provisions of this Document.
- f) The non-payment of wages, during the execution of the contract, on the part of the contractor to the workers who were involved in it, or the non-compliance with the conditions established in the collective agreements applicable to these workers, also during the execution of the contract.
- g) In general, any breach of essential contractual obligations, in accordance with the provisions of article 1.124 of the Civil Code.
- h) The grounds for terminating the contract, established in Article 306 of the LCSP, which are expressly declared to be applicable, are the following:
 - 1. Withdrawal before the commencement of supply or the suspension of the commencement of supply for reasons attributable to the contracting company for a period of more than four months after the delivery date indicated in the contract.
 - 2. Withdrawal once the execution of the supply has begun or the suspension of the supply for a period of more than eight months agreed by the contracting company.

For any of the grounds for termination set forth in this Clause, such termination shall operate automatically, without any requirement other than the reliable notification that the contracting company makes to the contractor of its decision to that effect.

Once the above-mentioned notification has been received, the contractor shall immediately be obliged to deliver to the contracting company all the documents produced up to that date in order to carry out the services under contract, as well as any other documentation or information generated by the contract, together with the documents used and provided by the contracting company to the contractor, all of which shall become the property of the contracting company.

All of the above without prejudice to the later financial settlement of the contract, as stipulated below.

The financial liabilities that may arise as a result of the termination of the contract for the reasons set out in this Clause, as well as for any other reasons that may be legally applicable, shall be settled once the contract has been effectively terminated, which

shall not prevent the contracting company from continuing with its execution.

In all cases of termination, the contractor shall, in principle, be entitled to receive the price of all accepted services actually performed.

When the termination of the contract occurs for any reason attributable to the contractor, the contracting company shall be paid, in addition to any compensation for damages that may be due, the amount provided for in **point 26 of the Cover Sheet**. Both amounts shall be deducted from the final guarantee and from the price to be paid to the contractor and any excess shall be the subject of the corresponding claim.

Notwithstanding the above, the application of paragraphs 2 and 3 of Article 307 of the LCSP is expressly declared, that is:

- a) In the event of termination as provided for in letter h.1 of this Clause, the contractor shall only be entitled to receive, for all items, a compensation of 3% of the contract award price (excluding VAT).
- b) In the event of termination as provided for in letter h.2 of this Clause, the contractor shall be entitled to receive, for all items, 6% of the contract award price for the supplies no longer made, as industrial benefit (excluding VAT).

Lastly, the contract may be terminated by mutual agreement between the contracting company and the contractor, in which case the rights of the parties shall be in accordance with what is duly stipulated.

33. LEGAL REGIME

The contract is of a private nature and, as regards its preparation and award, is governed by this Specification of Particular Administrative Clauses, the Technical Specifications Document and, to the extent not provided for therein, by the rules established for this purpose in the LCSP (for contracts subject to harmonised regulation entered into by public sector entities that have the status of awarding authority and are not Public Agencies).

With regard to its effectiveness and termination, the contract shall be governed by this Specification of Particular Administrative Clauses, the Technical Specifications Document and, where not provided for therein, by the provisions of private law. However, the rules established in article 319 of the LCSP on "Effects and extinction" shall apply to the contract.

In addition, the LCSP and Royal Decree 1098/2001, dated 12 October, which approves the General Regulations of the Law on Public Administration

Contracts, shall be applicable insofar as this Document expressly refers to those regulatory texts.

34. JURISDICTION

The contentious-administrative jurisdictional body shall be that deemed competent to resolve litigious matters relating to the preparation, award and amendments to the contract, when the dispute regarding the latter is based on non-compliance with the provisions of Articles 204 and 205 of the LCSP, when it is understood that such amendment should have resulted in a new award.

Where appropriate, an appeal shall be lodged with the Administrative Body for Contractual Claims of the Basque Autonomous Community, in accordance with the provisions of Articles 44 and following of the LCSP.

The civil jurisdictional court shall be competent to resolve any disputes that may arise between the parties in relation to the effectiveness and termination of the contract, with the exception of the contractual amendments mentioned in the first paragraph of this Clause.

Annex I. Guarantee/Surety template.

The financial institution [...] (name of the credit institution or mutual guarantee society), Tax No/C.I.F. [...], with address at [...] (for the purposes of notifications and requests) and, on its behalf, [...] (name and surnames of the representatives), with sufficient powers to bind the parties in this act, as evidenced by the sufficient powers outlined at the bottom of this document, ACT AS GUARANTOR for: [...] (name and surname or company name of the party guaranteed), Tax No/CIF [...], before [...], in the amount of [...] Euros, to meet the obligations arising from the contract for the supply, installation and commissioning of a machine to make the cavities to the plasticized aluminium (alf) of the pouch cells.

The guaranteeing entity declares under its responsibility that it complies with the requirements set out in Article 56.2 of Royal Decree 1098/2001, of 12 October, which approves the General Regulations of the Public Administration Contracts Act. This guarantee is granted jointly and severally with respect to the principal, with express waiver of the right to excuse and division and with a commitment to pay upon the first demand of FUNDACION CIDETEC.

This guarantee will remain in effect until [...] authorises its cancellation or refund.

In [...], on [...] [...] [...].

[Signature]

Annex II. Notarised statement template in the event that the bidder demonstrates the required solvency and/or the required commitment to allocate resources by relying on the solvency and/or resources of other organisations.

*[NOTE: To be presented only in the event that the bidder has submitted the best tender, and in the event that the bidder, to prove the required solvency and/or the commitment to assign the required resources, intends to base such solvency and/or resources on those of other organisations. **It must be completed by the third party organisation**]*

Mr./Ms [...], with ID/DNI [...], as legal representative of the company [...], with Tax No/CIF [...], states that he/she is fully aware of the terms and conditions of the invitation to tender for the procurement of the supply, installation and commissioning of a machine to make the cavities to the plasticized aluminium (alf) of the pouch cells [...] (name of the bidder) is competing, and expresses their irrevocable willingness to make available to that bidder, should it be successful, the resources necessary for the execution of the contract, with express acceptance of the provisions of article 1257.2 of the Civil Code, the replacement or amendment of which must be expressly authorised by [...].

The submission of this document to [...] shall constitute acceptance of that undertaking in the event that the bidder in question is awarded a contract.

In [...], on [...] [...] [...].

[Signature]

Annex III. European Single Procurement Document (ESPD).

[NOTE: In the contracting party's profile, the ESPD template can be obtained both in pdf format and as an xml file]

Annex IV. Commitment to assign human and / or material resources.

Mr./Ms [...], with address at [...] and ID/DNI number [...], acting on their own behalf or in representation of [...], with address at [...] and Tax No/CIF [...], in full possession of their legal capacity and ability to act, having been informed of the invitation to tender of the supply, installation and commissioning of a machine to make the cavities to the plasticized aluminium (alf) of the pouch cells, hereby

DECLARE:

That they undertake to assign to the execution of the contract, in the event that the bidder is awarded the contract, the minimum human and/or material resources required under point 10 of the Cover Sheet that governs the aforementioned contract.

And for the record, for all appropriate purposes, they hereby undertake to allocate human resources, in [...], on [...] [...] [...].

[Signature]

Annex V. Declaration of responsibility template.

Mr./Ms [...], with address at [...] and ID/DNI number [...], acting on their own behalf or in representation of [...], with address at [...] and Tax No/CIF [...], in full possession of their legal capacity and ability to act, having been informed of the invitation to tender, by procedure [...], for the procurement of the supply, installation and commissioning of a machine to make the cavities to the plasticized aluminium (alf) of the pouch cells, hereby

DECLARE

First.- That, at the date of submission of this bid, they are not subject to any of the prohibitions against entering into contracts established in Article 71 of Law 9/2017, of 8 November, on Public Sector Contracts, transposing into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of 26 February 2014.

Second.- That they expressly accept that the contracting company gives institutional transparency to all the data derived from the tendering, awarding and execution process (in the event of being awarded a contract) until its completion.

In [...], on [...] [...] [...].

[Signature]

Annex VI. Proposal relating to criteria that can be evaluated using formulas.

Mr./Ms [...], with address at [...] and ID/DNI number [...], acting on their own behalf or in representation of [...], with address at [...] and Tax No/CIF [...], in full possession of their legal capacity and ability to act, having been informed of the invitation to tender, by procedure [...], for the procurement of the supply, installation and commissioning of a machine to make the cavities to the plasticized aluminium (alf) of the pouch cells s, hereby

DECLARE

That it undertakes to execute the contract of the supply, installation and commissioning of a machine to make the cavities to the plasticized aluminium (alf) of the pouch cells, in accordance with the following conditions:

- Final price Euros.
- Offer for free additional maintenance period (to the minimum of two years enclosed) ... (years or months).
- Offer for free additional warranty period (to the minimum of two years enclosed) ... (years or months).
- Offer for free ALL these technical options: .. (please indicate “YES” or “NOT”)
 - Process parameters handled by recipe
 - Forming pressure adjusted by HMI/Transducer
 - Lot number (input by the operator)
 - Chosen recipe

In [...], on [...] [...] [...].

[Signature]