

## INFORMATIVE

### SCHEDULE OF ADMINISTRATIVE BASIS TENDER AWARDING THROUGH OPEN PROCEDURE SUPPLIES

REF: EQ AIMEN 2/ 6-2015

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## Background

I.- The *Asociación de Investigación Metalúrgica del Noroeste* (AIMEN) [Metallurgical Research Association of the North West] is a private non-profit entity incorporated in Vigo in 1967 and promoted by a group of Galician businessmen with the aim of boosting Research, Technological Development and Innovation in the Industry.

AIMEN is the Center of reference in the field of materials in the Autonomous Community of Galicia and it is recognized and registered as Center of Innovation and Technology under number 38 in the Registry of the Science and Technology Inter-Ministerial Commission (CICYT), dated on 21 May 1998. Currently, the body has more than one hundred companies associated and it serves more than seven hundred organizations devoted to industrial and commercial activities.

Given the transversal nature of the technologies and services developed by the Center, AIMEN renders its services to a wide range of sectors: motor, naval, aeronautic, mechanical metal, building, energy, among others. In addition, AIMEN plans to cover other sectors, like the textile and biotechnical industries, thus broadening its frame of action.

For more than forty years of activity, AIMEN's main objective has been contributing to the development and strengthening of the competitive capacity of companies in the fields of technology and innovation, providing companies with technological services, scientific-technical support and R&D activities in the following areas: metallurgy, forming processes, welding, laser technologies, industrial design and engineering, the environment, characterization of materials and failure analysis, non-destructive tests, calibration, industrial organization, quality management, environmental management, hazard prevention at work and technological training.

II.- AIMEN has built the new building for the Laser Processing Center on a plot covering 11,000 m<sup>2</sup>, located in the future Business Park of Cataboy-Porriño SURPPI 2 (Sector 2) lot 3; all of this according to the Execution and Basic Projects of the Architect Mr. Santiago Ulloa Ayora in May 2010. For this purpose, a tender was called in the modality of open procedure.

III.- This document aims to establish the administrative basis of the tender which, under the modality of open procedure, will be carried out in order to choose the Awardee of the Supply Agreement of the goods described in the Schedule of Technical Specifications.

## IV.- Calling Entity

The *Asociación de Investigación Metalúrgica del Noroeste* (AIMEN), which calls the tender, is located at:

Relva, 27A – Torneiros -36410 PORRIÑO (Pontevedra)

CIF (Tax Identification Code): G36606291

Phone: 00.34.986.344.000

[www.aimen.es](http://www.aimen.es) - E-mail (for issues related to the tender) : [licitaciones@aimen.es](mailto:licitaciones@aimen.es)

**PROFILE OF THE CONTRACTING PARTY:** It can be checked at: HYPERLINK "http://www.aimen.es/"[www.aimen.es](http://www.aimen.es), where the general instructions for contracting approved within the Association can also be found.

#### V.- Financing:

A collaboration agreement has been signed between the Ministry of Economy and Competitiveness of the Government of Spain, the Regional Department of Economy and Industry of the Xunta de Galicia (Galician Regional Government) and AIMEN, so the **project is co-financed by the aforementioned Ministry, charged to the European Regional Development Fund (ERDF) 2007-2013 "A way of making Europe" and the Xunta de Galicia.**

#### VI.- Regulation:

Taking into account the origin of the funds, and in spite of the provisions of sections 9, 17, 190, 191 and 192, regarding 3.3 of TRLCSP (Leg. R. D. 3/2011) the contract would not be subject to the harmonized regulation of the TRLCSP. According to the provisions of Council Regulation (EC) 1083/2006, laying down general provisions on the European Regional Development Fund and the Cohesion Fund (which abolishes Regulation CE 1260/1999), and the Community regulations on contracting, this tender is inspired by and is adapted to the provisions of the revised text of the Law on Public Sector Contracts (TRLCSP) on anything related to the preparation process, publicity, tender stage, election, awarding and execution of the contract (and thus respecting the principles of publicity, concurrence, transparency, confidentiality, equality and non-discrimination included in the abovementioned TRLCSP and Community regulations).

To be more specific, and taking into account that the contract is not under the suppositions of art. 17 of the TRLCSP as harmonized regulations, the procedure is subject to the information principles and provisions included in arts. 157 and following and 191 and 192 of the TRLCSP.

Therefore, and according to the aforementioned terms, Leg. R.D. 3/2011, of 14 November, on Contracts of the Public Sector has been basically considered when writing this Schedule; as well as the General Law on Subsidies, the General Regulation on Contracts of Public Administrations and other applicable private Law regulations, when applicable.

In addition, the Contracting Internal Instructions approved by the Association will be applicable. They can be checked at the Association's website.

#### Definitions of the terms that will appear in the text of the administrative basis or technical specifications:

**A. Contracting Body:** AIMEN

**B. Contracting Committee:** The offers will be assessed by the Contracting Committee, which will be made up by the following members:

**CHAIRMAN:** Chairman of AIMEN, who will be in charge of leading the meetings and responsible for the functions of the maximum representative of the Committee.

**MEMBER:** Adviser and Deputy Chairman of AIMEN. In case of absence of the Chairman, he/she

shall take on his/her functions, standing in for him/her as established in the General Instructions for Contracting of the Association.

**MEMBER:** Managing Director of AIMEN.

**MEMBER:** Adviser of the Board of Directors of AIMEN.

**MEMBER:** Member specially invited according to the provisions of the General Instructions for Contracting, head of the Directorate for Technology of AIMEN, whose participation is appropriate as a result of his/her profile and proven professional experience.

**SECRETARY:** Secretary of the Board of Directors and General Assembly of AIMEN, who shall not have the right to vote, limiting his/her action, when applicable, to the provision of advice to the Commission. He/she shall be in charge of writing the minutes of the meetings, recording as faithfully as possible the relevant agreements concerning the tender. The minutes will be written at the same act or, with authorization of the members meeting in the Contracting Committee, just the main and essential points of the meeting will be recorded, writing the definitive minutes as soon as possible and within the five working days following the meeting. The minutes shall be signed by the Secretary and the Chairman and then they will be transferred to the members of the Committee.

**C. Minimum Quorum for the valid constitution of the Contracting Committee:** The Contracting Committee shall be considered as validly constituted if at least  $\frac{3}{5}$  of its members are present.

**D. Votes of the Contracting Committee:** Agreements shall be taken by simple majority of the members who are present.

**E. Committee of Experts:** Made up by the people listed below, who are in charge of the execution of the tasks indicated in the administrative basis: 3 engineers (at least one of them must be a Superior Engineer) or, failing that, university graduates of other fields, appointed by AIMEN.

**F. Contract Responsible:** Legal Representative of AIMEN appointed in the contract to be signed with the awardee. Should there not be an expressed appointment, the Managing Director of AIMEN would be.

**G. Delegate of the Awardee:** Representative appointed by the tenderer for the purposes of this schedule and the contract to be signed with the awardee.

**H. Notifications:** all and any notification made by AIMEN at the addresses or e-mail addresses provided by the tenderers will be valid.

**I. Calendar days:** every day of the year. **Working days:** every day but Sundays and public holidays (local holidays in Porriño and provincial, autonomic or state holidays). Unless otherwise stated, the reference to days in this schedule shall refer to calendar days.

**J. Working hours:** AIMEN's working hours for the receipt of documentation are from 9.00 to 13.30 from Monday to Friday. The Contracting Committee can authorize another timetable and days for the submission of the documentation, in case of need, for rectifications or similar cases. Should the documentation receipt service be authorized in the afternoon, documents can be submitted out of the abovementioned working hours (after confirming this possibility with the Calling Entity).

The times indicated refer to the local time in Porriño (province of Pontevedra, Spain).

**K. Language:** all and every communication made by the interested parties shall be in Spanish or Galician. The documents to be submitted in the tender offers can be in Spanish, Galician or English (if they are submitted in another language, a translation to any of those three languages shall be attached). The submission in another language shall not be a reason for exclusion, unless AIMEN does not have qualified personnel for the translation among its staff.

**It has been included an English translation of these Specifications Sheets for information purposes only.**

## **BASIS**

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

The object of the contract is the supply and installation of the goods indicated and detailed in the Schedule of Technical Specifications; including the delivery of the documentation required in the abovementioned schedules, the execution of the training actions and tasks and all the obligations for the awardee deriving from this document, the schedule of technical specifications and the contract undersigned (the awarding of which is object to this tender process).

Any additional improvement offered by the tenderer is included, unless AIMEN expressly rejects their addition or execution.

Therefore, the obligations of the awardee for the observance of the object of the contract concerning the supply and installation of the goods acquired include any packaging tasks or needs, transportation, storage at AIMEN's premises —including the necessary means, such as machinery, means of transport, elevators, etc.— until the definite and complete installation of the good for its operation with all the technical requirements demanded by this document and by the Schedule of Technical Basis of this procedure (including those necessary tests for this purpose, even rectifications or repairs that could be made within the guarantee period). The good object to this tender shall only be considered as duly delivered once these requirements and obligations have been met.

For the individuality of the goods subject to acquisition and own substantivity even considering its incorporation into a single center, it has been decided – in a similarly way to that proposed



in the art. 86 of LCSP- the preparation of lots under the terms later detailed maintaining the possibility to apply to more than one lot by the same bidders, while stressing the individuality of each lot and in order to achieve greater efficiency and to obtain the most economically advantageous proposal, proceeding to the admission of individualized offers for each of the aforementioned lots.

## 2. Needs to be met through the contract.

The object of the execution of the contract and the supply and installation of the goods acquired is to provide the new building of AIMEN's Laser Processing Center with the goods needed for the development of its activity, as well as the optimization of the investment made. The goods object to this procedure, and according to their description in the Schedule of Technical Specifications, as a result of their characteristics, are essential for this purpose.

## 3. Estimated tender price (ETP) or maximum price of the contract (MCP):

The maximum price of the contract amounts to (665.500.000€) applicable indirect taxes excluded.

Given that the different goods as a target of acquisition are split up into lots, their distribution is detailed next, regarding the PMC before mentioned – the description of the lot can be found in the Technical Specifications Sheet.

LOTE 1: DIODE LASER OF 6kW: TWENTY-FIVE HUNDRED THOUSAND EUROS (325.000,00) applicable indirect taxes excluded

LOTE 2: MOBILE MANIPULATOR: FIFTY-FIVE THOUSAND EUROS (55.000,00) applicable indirect taxes excluded

LOTE 3: HOT PRESS FOR COMPOSITES MANUFACTURING: ONE HUNDRED TWENTY THOUSAND EUROS (120.000,00€) applicable indirect taxes excluded

LOTE 4: RTM INJECTION BICOMPONENTE: TWENTY NINE THOUSAND FIVE HUNDRED EUROS (29.500,00€) applicable indirect taxes excluded

LOTE 5: ROBOTIC MANIPULATOR SYSTEM: FIFTY-NINE THOUSAND EUROS (59.000,00 €) Impuestos aplicables excluidos.

LOTE 6: FE-CONTAMINATION FREE PROCESSING GRINDING UNIT: THIRTY-EIGHT THOUSAND EUROS (38.000,00€) applicable indirect taxes excluded

LOTE 7: SCANNING HEAD FOR CO2 LASER: integration kit of the scanner to the laser source ROFIN SCx30 CO2: THIRTY-NINE THOUSAND EUROS (39.000€) applicable indirect taxes excluded

The amount of the financial proposal of LOT 1, excluding indirect taxes, may not exceed the amount of TWENTY-FIVE HUNDRED THOUSAND EUROS (325.000,00)

Economic proposals that exceed this amount will not be taken into account in this contract award procedure.

The amount of the financial proposal of LOT 2, excluding indirect taxes, may not exceed the amount of FIFTY-FIVE THOUSAND EUROS (55.000,00)

Economic proposals that exceed this amount will not be taken into account in this contract award procedure.

The amount of the financial proposal of LOT 3, excluding indirect taxes, may not exceed the amount of ONE HUNDRED TWENTY THOUSAND EUROS (120.000,00€)

Economic proposals that exceed this amount will not be taken into account in this contract award procedure

The amount of the financial proposal of LOT 4, excluding indirect taxes, may not exceed the amount of TWENTY NINE THOUSAND FIVE HUNDRED EUROS (29.500,00€)

Economic proposals that exceed this amount will not be taken into account in this contract award procedure.

The amount of the financial proposal of LOT 5, excluding indirect taxes, may not exceed the amount of FIFTY-NINE THOUSAND EUROS (59.000,00 €)

Economic proposals that exceed this amount will not be taken into account in this contract award procedure

The amount of the financial proposal of LOT6, excluding indirect taxes, may not exceed the amount of THIRTY-EIGHT THOUSAND EUROS (38.000,00€)

Economic proposals that exceed this amount will not be taken into account in this contract award procedure

The amount of the financial proposal of LOT 7, excluding indirect taxes, may not exceed the amount of THIRTY-NINE THOUSAND MIL EUROS (39.000€)

Economic proposals that exceed this amount will not be taken into account in this contract award procedure

The amount of the applicable taxes (i.e. VAT) will be adjusted to the provisions of the Spanish legislation in force at every moment.

The maximum price of the contract includes all the expenses that can be derived or necessary for the transportation and installation of the goods until their starting up with all the requirements established herein and in the Schedule of Technical Basis of this procedure.

Therefore, the amount that will appear in the tender offers submitted by the tenderers will be the only sum that they will be entitled to receive (plus the applicable taxes to be passed on to



the acquirer according to the legislation in force) for the supply of the goods, (including in this sum all and any improvement offered and accepted by AIMEN, as well as the expenses that could be derived or necessary for the packaging, transportation, storage at AIMEN's installations and definitive and complete installation of the good —also including the necessary means for this purpose, such as machinery, means of transport, elevators, etc.— and completely installed for its operation according to the requirements established herein and in the Schedule of Technical Specifications of this procedure —also covering those tests which are necessary for this purpose, even rectifications or repairs that could be made within the guarantee period, and similar tasks).

#### **4. The revision of prices is not considered.**

All the prices offered will be fixed, so no revision will be made for any reason whatsoever.

#### **5. Underbid.**

In order to establish the ETP and MCP, the technical teams of AIMEN have carried out detailed studies in order to find figures that have been considered coherent and adjusted to the goods object of acquisition, so the following objective criteria —which would indicate that the economic offer does not meet the requirements because it involves an underbid of the amount and therefore it is considered that the appropriate observance of the supply and obligations therein could not be economically viable— are established.

The offers included in the following suppositions are considered as disproportionate or underbids:

- a) There being only one tenderer, it goes more than 15% under the estimated tender price
- b) There being two tenderers, the one that goes more than 15% under the other higher offer. In any case, any offer under the estimated tender price in more than 15 percentage units shall be considered disproportionate.
- c) There being three tenderers, those under 15% of the amount of the arithmetic mean of the tender offers submitted. In any case, any offer under the estimated tender price in more than 15 percentage units shall be considered disproportionate.
- d) There being four or more tenderers, those under 15% of the amount of the arithmetic mean of the tender offers submitted. However, if there are tender offers which are higher than the arithmetic mean in more than 10 percentage units, a new mean shall be calculated just with the tender offers not included in the supposition. In any case, should the number of the other offers be lower than three, the new mean will be calculated taking into account the three lowest tender offers.

Taking into account the aforementioned considerations, the Contracting Committee shall reject any economic offer that could be considered, according to the previous paragraphs, as an underbid, being therefore excluded from this procedure.

**6. EXPRESS ACCEPTANCE OF THE OBSERVANCE OF ALL AND ANY REQUIREMENT AND TECHNICAL SPECIFICATION OF THE EQUIPMENT TO BE SUPPLIED,** according to the Schedule of Technical Specifications of this procedure.

THE SUBMISSION OF A TENDER OFFER in this procedure ENTAILS THE EXPRESS AND COMPREHENSIVE ACCEPTANCE by the tenderer, WHO AGREES TO OBSERVE THE TECHNICAL SPECIFICATIONS INCLUDED IN THE SCHEDULE OF TECHNICAL SPECIFICATIONS of this procedure. IT ALSO ENTAILS THE EXPRESS KNOWLEDGE OF ALL THE TENDER SCHEDULES OF CONDITIONS (both administrative and technical specifications).

It is expressly indicated that, in case the tender offer includes improvements with respect to the technical specifications included in the Schedules, the tenderer undertakes to meet them if he/she is the awardee —unless AIMEN expressly rejects their inclusion or execution— but the offer of these improvements will not be considered when giving the points that decide the awarding of the contract, except for the ones expressly established in these schedules or technical specifications.

Likewise, if the Committee of Experts, to be herein referred to later on, considers that the improvements or variations offered by the tenderer involve the inobservance of any of the inexcusable requirements demanded in the Schedules of Technical Specifications —because they improve any feature of the good, but they do not meet other requirements demanded— it will inform about the situation and will propose the exclusion of the tender offer.

**7. Payment.**

The price offered shall be paid by bank transfer to the account designated by the Entity or Entities which will be definitively awarded the contract as follows:

A single payment (within a maximum of 15 days), once the assets which are the object of the tender have been supplied (and installed as required by AIMEN). In order to make the payment, the corresponding invoice shall be previously provided by the awardee. The latter shall attach to each invoice the specific certificate proving that he has been informed of his/her tax liabilities, issued by the Tax Authorities for the purposes of section 43.1 f) of the General Tax Law 58/2003, of 17 December. Should the aforementioned document not be provided, AIMEN may consider the payment as made by making a deposit before the Notary Public, Entity or Administration, Court, or Public or Private Entity or Person it selects, which shall act as trustee and make the said payment to the awardee when the abovementioned document is provided. Likewise, the payment of the corresponding sum shall be considered as made, in compliance with the legislation in force, if the credit is seized and the seized sum is made available by AIMEN in the manner set forth by law.

**8. As stated above**, a Collaboration Agreement between the Ministry of Economy and Competitiveness of the Spanish Government, the Regional Ministry of Economy and Industry of Xunta de Galicia and AIMEN has been signed. Consequently, the project is **co-financed by the aforementioned Ministry of Economy and Competitiveness with the collaboration of the European Regional Development Fund (ERDF) 2007-2013 "A way of making Europe" and Xunta de Galicia.**

### **9. Legal regime of the contract and contractual documents.**

This call for tenders is not subject to the harmonized regulations set forth by Law 30/2007, of 30 October, in accordance with the provisions established in sections 9, 17, 190, 191 and 192, in connection with section 3.3 of the TRLCSP (Leg.R.D. 3/2011). Regarding Rule 1083/2006 of the Council of the EU which sets forth the general provisions relative to the European Regional Development Fund, the European Social Fund and the Cohesion Fund (which repeals Regulation EC 1260/1999) and Community Contracting Rules, this call for tenders is inspired by and adapted to the provisions set forth in the TRLCSP in force, as for anything related to the preparation process, advertising, tender stage, selection, award and execution of the contract (thus, the principles of publicity, concurrence, transparency, confidentiality, equality and non-discrimination established by the abovementioned TRLCSP and the Community Rules are observed).

More in particular, insisting on the fact that the contract is not included in the cases set forth in section 17 of the TRLCSP or in the harmonized regulation, this call for tenders has been adapted to the extent possible to the provisions of the TRLCSP in force, as for anything related to the preparation process, advertising, tender stage, selection, award and execution of the contract (in order to ensure the compliance with the principles of publicity, concurrence, transparency, confidentiality, equality and non-discrimination established by the abovementioned TRLCSP and the Community Rules, following the criterion of section 192 of the aforementioned rule). Thereby, whenever the sections of the abovementioned rule are mentioned herein, it shall be understood that this is done for the purpose of the process starting together with this call for tenders. Therefore, when drafting the document, the following regulations have been taken into account for informative purposes:

- On the aforementioned terms, the TRLCSP (Leg.R.D. 3/2011), on Contracts of the Public Sector
- When applicable, the General Law on Subsidies.
- On the aforementioned terms, the General Regulation on Contracts of Public Administrations

The drafting of this schedule is aimed at ensuring the compliance of this call for tenders and its target contract with the provisions of the Treaty on European Union and the acts established by virtue of it, as well as their consistency with the community priorities, activities and policies, which are developed in favor of the sustainable development and improvement of the environment, being therefore responsible for promoting growth, competitiveness, employment and social inclusion, as well as equality between men and women, in accordance with the provisions set forth in Regulation (EC) no. 1083/2006 of the European Parliament and

Council, of 11 July 2006, by which the general provisions relative to the European Regional Development Fund, the European Social Fund and the Cohesion Fund are set forth. The execution of the contract based on this schedule shall include the compulsory advertising activities required by Regulation (EC) no. 1083/2006 of the Commission for co-funded works financed by the European Regional Development Fund, the European Social Fund and the Cohesion Fund.

Apart from this schedule, the following documents shall have contractual nature:

- A. The schedule of technical specifications.
- B. The document in which the contract is executed.

Therefore, once the awarded contract has been undersigned, this schedule and the schedule of technical specifications shall be considered as entirely included in the said contract, and, unless they contradict the latter, they shall be directly applicable.

As stated above, the Contracting General Instructions approved by the Association shall be secondarily applied.

Since the process is not subject to the harmonized regulation provided for in the TRLCSP, the competent Jurisdiction shall be the Spanish civil one; therefore, the participants in the call for tenders shall abide by the jurisdiction of the Courts and Tribunals of Vigo, Pontevedra and Spain, and the provisions stated in the Spanish Legislation in any case and from their first intervention.

## 10.Claimable guarantees.

- a) Provisional: 1% of the ETP corresponding to each of the lots on offer; this guarantee may be granted either by BANK ENDORSEMENT enforceable at first request, or bank deposit serving for the same purpose, to be made in the account opened by AIMEN and indicated below:

ES40 0128 9413 3605 0000 1024	BKBKESMM
IBAN	SWIFT.

- b) Notwithstanding the awardee's unlimited liability for any damages arisen from his/her failure to comply with his/her obligations, a **Definitive Guarantee is hereby established, which shall be executed, on the occasion of signing the contract, by means of the submission of a guarantee endorsed by a bank Financial Institution, Insurance Company, Surety company or similar companies**, being enforceable at first request for a sum equivalent to 5% of the amount of the submitted tender, as a guarantee of the fulfillment of the obligations he/she assumes due to his/her participation in the call for tenders and the fact of signing the contract he/she has been awarded. The said endorsement may be replaced with a bank deposit with the same guarantee purpose, to be made in the account opened by AIMEN indicated below:

ES40 0128 9413 3605 0000 1024	BKBKESMM
IBAN	SWIFT.

Given the source of the project's funding, the contract shall expressly state that any failure to provide the supply could deprive AIMEN of the obtained funding; consequently, in such event the awardee who has not fulfilled his/her obligation, shall answer for the said situation with his/her private assets and indemnify AIMEN with a hundred per cent of the amount established as ETP in these administrative schedule, on the sole condition that AIMEN makes the assets provided by the awardee available for the latter.

The endorsement or deposit object of this section shall guarantee all the obligations derived from the contract, and particularly from the payment of the penalties which may be claimed by AIMEN due to delay or any other reason.

An example of Endorsement has been attached as appendix; the submission of several guarantees which, accrued and not mutually exclusive, reach the sum to be guaranteed, is admitted.

**11.- Execution deadline.** The assets included in each of the lots of this procedure shall be supplied before the following deadline: 31/10/2015

The supply shall be considered as completed and, therefore, the object of the contract as executed, once the asset has been deposited and entirely installed in the Headquarters of AIMEN -Laser Applications Centre- and the location chosen by AIMEN itself (which shall also include the execution of any task and requirement regarding packing, transport, storage in premises, and the definitive and complete installation of the asset, which shall be ready to be used, having previously undergone the relevant or necessary tests for this purpose, thus meeting all the technical requirements established in this document and in the Schedule of Technical Specifications of this procedure, including the submission of the documents required in that schedule, once the actions and established training have been completed, and, ultimately, all the awardee's obligations derived from this document, the schedule of technical specifications, the offer and the undersigned contract the award of which is the object of this tendering procedure). As an exception, training may be delayed, totally or partially, in case that, being the equipment completely installed, AIMEN considers that delaying the said training is more effective, which shall be therefore provided within the period designated by AIMEN. The aforementioned delay in the deadline, even if it does not entail a delay in the payment, shall empower AIMEN to request guarantees of compliance in the manner and to the extent deemed appropriate.

## 12. Penalties.

AIMEN may apply a penalty to the contract equivalent to a daily sum of zero point twenty-five percent (0.25%) of the award price (i.e., for each additional day, regarding the time period given for the fulfilment of the contract – in its entirety and as previously described in the document-). The abovementioned application of penalties shall not require the report of the delay by AIMEN or any other type of requirements; thus, they can be automatically applied,

being AIMEN entitled to request it –unless the delay was caused by force majeure or reasons attributable to AIMEN itself-.

### 13. Advertising costs.

The awardee(s) shall be bound to pay for the advertising costs of the tender to a maximum by t lot:

LOT 1º.... 2905 EUROS  
LOT 2º....490 EUROS  
LOT 3º....1075 EUROS  
LOT 4º....265 EUROS  
LOT 5º....525 EUROS  
LOT 6º....340 EUROS  
LOT 7º....350 EUROS

Likewise, he/she shall proceed with regard to any advertising issues required by AIMEN, if it were necessary or convenient, especially regarding the advertising obligations derived from co-funding the project (more in particular advertising obligations relative to the co-funding of the project by ERDF funds, Xunta de Galicia, etc.).

### 14. Insurance

Tenderers shall submit, together with the offer, a civil and professional liability insurance policy with a minimum coverage of 500.000 Euros in case of claim, to cover possible liabilities arising from professional negligence and material and personal damages,. The abovementioned policy shall remain in force for the period of the duration of the contract and until AIMEN receives, installs and correctly starts the assets object of the procedure.

### 15. Submission of proposals.

#### 15.1 DEADLINE FOR SUBMISSIONS.-

The proposals can be submitted until next **june 26,2015 at 13:30 hours.**



## 15.2 SUBMISSION METHOD

**The proposals for the tender shall be submitted in A CLOSED ENVELOPE (what we call a GENERAL ENVELOPE) specifying on the outside ONLY the reference of the tender they refer to (REF: EQ AIMEN 2/ 6-2015). The envelope shall contain the following envelopes:**

These envelopes shall only specify the reference EQ AIMEN 2/ 6-2015 on their outside, as well as their number (Envelope no. 1, no. 2, no.3, etc.)

**ENVELOPE No. 1.-** This envelope shall contain the General Documentation mentioned in specification no. 16.

**ENVELOPE Nº 2.-** This one shall contain all the technical documentation that may be deemed relevant, with regard to the offered asset, even the improvement proposals related to the technical specifications governing this procedure. THE SUBMISSION OF OFFERS in this procedure IS EQUAL TO THE tenderer's EXPRESS DECLARATION OF COMPREHENSIVE ACCEPTANCE, THUS BINDING HIM/HERSELF TO THE OBSERVANCE OF THE TECHNICAL SPECIFICATIONS CONTAINED IN THE SCHEDULE of this procedure. The provided documentation shall prove the compliance of the offered asset with the abovementioned technical specifications.

Likewise, this envelope shall include **the IMPROVEMENT PROPOSALS in a different sheet of paper**, so that they can be assessed (should they not be included, it will be understood that only the minimum conditions established in the Schedule of Technical Specifications, with no improvements, will be offered).

**ENVELOPE No. 3.-** This envelope shall include the economic tender offer, pursuant to the example attached to this document.

The envelopes shall be submitted in the premises of the Entity AMEN, located in Poligono Industrial Sur PPI2, Sector 2, Parcela 3 – Cataboi, de la localidad de O Porriño, and an acknowledgment of receipt may be issued at the request of the person submitting it, specifying the tender reference, the day and time of the submission and the submission reference number -which shall be also included in the submitted general enveloped-.

Likewise, the proposals may be submitted via mail or courier service, subject to the same deadline.

## 16.- CONTENT OF ENVELOPES TO BE SUBMITTED BY THE TENDERERS

### A).- Documentation to be included in Envelope no. 1, "GENERAL DOCUMENTATION":

#### 1º- Documentation providing evidence of the legal personality:

A.- As for sole proprietors, true copy of the National Identity Document ("true copy" shall be understood as the one legalized before a Notary Public or Civil Servant qualified for this purpose).

B.- As for corporations, memorandum of association or modification, as the case may be, registered in the Companies' Registry, when required by the applicable corporate legislation. Should it not be required, memorandum of association, articles of association or deed of incorporation containing the rules governing its activity, and registered, if any, in the corresponding official Registry, as well as the Tax Identification Code (CIF). The original documents, a true copy -pursuant to the legislation in force- or a collated copy shall be submitted for these purposes. These documents shall include the tenderer's legal system at the time of submitting the proposal. In any case, the provisions established in sections 54 and subsequent ones of the TRLCSP shall apply, at least, for interpretation purposes.

C.- **DATA PROVISION FOR NOTIFICATION PURPOSES:** Telephone, fax and e-mail address -which shall be the media through which AIMEN may contact the tenderer for any purposes. A data provision form has been attached to this document.

D.- Statement of compliance confirming that the business person -for individuals-, or the company, its directors and representatives -for corporations-, as well as the person undersigning the proposal are not subject to any prohibition or incompatibility of those specified in section 49 of the TRLCSP, preventing them from entering contracts with the Administrations, and that the tenderer's purpose or activity is directly related to the object of the contract.- An example has been attached to this document.

E.- Individuals or corporations from Estates outside the European Union shall provide the Report of the corresponding Spanish Permanent Diplomatic Mission mentioned in section 55 of the TRLCSP, and observe the provisions of section 72 of the TRLCSP, making the relevant statement for this purpose. All tenderers shall submit their documentation officially translated into Spanish. Likewise, they shall submit, as established in section 146 of the TRLCSP, their statement of compliance with the Spanish jurisdiction and law.

Individuals or corporations from EU Estates shall submit the statements and documentation specified in this schedule referring to Spanish companies, even if the issues related to registration and contracting powers shall be governed by the corresponding national regulations. In this regard, the provisions of sections 58 and 72 of the Spanish TRLCSP shall be applied.

*Section 58.- 1. Companies from EU Members, which are not Spanish and are entitled to carry out the corresponding activity, shall be authorized to enter contracts with the public sector in any case. 2. Should the national legislation of the Estate in which these companies are established require a special authorization or that the company join a specific organization in order to provide the corresponding service in that country, they shall prove that they meet this*

requirement.

*Section 72.2 The capacity to act of business people who are nationals of an EU Estate -but not Spanish- shall be proved by means of their registration in the corresponding registry, pursuant to the legislation in force in the country in which they are established, or the submission of an affidavit or certificate, under the terms legally established, in accordance with the applicable EU provisions.*

**F.- Document proving the agreement to incorporate a Temporary Joint Venture:**

Statement signed by the business people or representatives of all the companies, containing the names and circumstances of those intervening in the incorporation and committing themselves to incorporate the Temporary Joint Venture, specifying the shareholding percentage of each of them in the venture, as well as the person or entity that shall represent all of them before AIMEN for the period the contract is in force, and the express commitment to be jointly responsible for any liability related to the Joint Venture or any of its members before Aimen.

Likewise, they shall expressly take on the commitment to formally incorporate a temporary joint venture in case of being awarded the contract. The people signing the commitment concerning the incorporation of the Temporary Joint Venture shall have enough capacity to perform the act to which they commit themselves as representatives, being necessary for this purpose the provision of the notarised deed or collated photocopy proving this matter.

Each company shall prove its personality, capacity and solvency pursuant to the described terms.

All the business people making up the temporary joint venture shall submit the documentation hereby required. For issues which are not referred in this document, the provisions of section 59 of the TRLCSP shall apply.

**G.-Official documentation required to all foreign companies.** Foreign companies, whenever the contract is going to be performed in Spain, shall submit a statement in which they accept the jurisdiction of the Spanish courts of any order, for any incidents that may arise from the contract, either directly or indirectly, thus renouncing the foreign jurisdiction that could apply to them.

**H.- Statement concerning the business group.**

Affidavit of the person undersigning the proposal in which he/she expressly states whether they include, in the tender file, economic proposals from other companies of the same business group (understanding as companies of the same business group those fulfilling the requirements of section 42 1 of the Commercial Code), specifying, if any, the names of the corresponding companies.

**2º - Documentation providing evidence of the representation:**

The people appearing or signing proposals on behalf of others, or representing a corporation shall also submit the supporting power of attorney and copy of their National Identity Document or any other document proving their personal identity, providing the original document or a collated copy in both cases. Should the supporting document corresponding to the representation provide for a permanent delegation of powers or be a general power of attorney, it shall be recorded in the Companies' Registry.

**3º - Documentation providing evidence of not being banned from entering contracts**

It consists of a statement confirming the fulfillment of the tax and Social Security obligations imposed by the legislation in force without prejudice to the maintenance of that requirement

and the compulsory submission, before the definite award, by the business person who is going to be awarded.

For this stage of the procedure, both the abovementioned supporting certificates and the statement of compliance with the tax and Social Security obligations imposed by the legislation in force may be submitted, as well as the confirmation of being registered for the Business Tax (IAE), not having been discharged and being currently paying it or not being taxable. In this case, once the Definitive Award has been communicated, these issues shall be proved within the period established for this purpose (around three working days), by providing the relevant certificates. An example of statement of responsible compliance has been attached as Appendix.

### **Economic, financial and technical solvency.**

Pursuant to the provisions of the TRLCSP, entities submitting offers for the tender shall prove, at the discretion of the Contracting Committee, enough economic, financial and technical solvency. This committee shall examine and deem as proved the required solvency following the same principles that govern the TRLCSP, resorting to the Advice of the Committee of Experts if necessary, which shall include in its report its opinion about the required technical solvency.

In order to prove it, they shall use any means provided in sections 64 and subsequent ones of the TRLCSP. Thus, they may include in the envelope:

#### **With regard to the economic and financial solvency**

Relevant statements of financial entities or, as the case may be, supporting document of a professional indemnity insurance with a liability amount of at least 500,000 Euros.

The annual accounts submitted to the Companies' Registry or the corresponding official Registry. Business people who are not bound to submit their accounts to official Registries may provide, as an alternative means of evidence, their duly legalized accounting books.

A statement concerning the total business turnover and, if applicable, the turnover corresponding to the field of activity in which the object of the contract is included, up to a maximum of the last three available financial years, on the basis of the date of incorporation or commencement of the business activities, to the extent to which the references to the business turnover are available.

Any other means that may be deemed relevant and sufficient, without prejudice to the judgment of the Contracting Committee with regard to that sufficiency.

#### **With regard to the technical solvency**

In order to prove it, they shall use any of the means specified in sections 66 and subsequent ones of the TRLCSP. Thus, they may include in this envelope:

- List of main supplies made over the last three years, specifying their amount, dates and public or private addressees, especially those related to the assets which are the object of the tender.
- Specification of the technicians or technical units, incorporated or not to the company, which are available for the performance of the contract, especially those in charge of

quality control.

- Description of technical premises, measures used to ensure quality and means of study and research of the company.
- Descriptions and/or pictures of the products to be supplied.
- Certificates issued by the official institutes or services in charge of quality supervision, which guarantee the tenderer's solvency.
- Any other means that may be deemed relevant and sufficient, without prejudice to the judgment of the Contracting Panel regarding that sufficiency.

#### **4º.- Confidentiality, intellectual property and Organic Law on Data Protection and Corporate Responsibility**

Statement of compliance in which the tenderer commits him/herself , in case of being the awardee, to respect the confidentiality of the processed information and strictly observe the regulations on intellectual property and personal data protection, the latter contained in Organic Law 15/1999, on Personal Data Protection and its development regulations.

**Statement of compliance with social responsibility obligations, pursuant to the example attached to this schedule**

#### **5º.- Insurances**

In accordance with the previous Condition no. 14.

**6º.- Staff.-** In order to select the awardee in the event of tie after having applied the award criteria specified below, the contract shall be awarded to the company exceeding 2% of permanent staff with any type of disability. This is the reason why envelope no. ONE shall include a statement of compliance concerning the percentage of permanent disabled staff (provided that it exceeds 2%); should the tie persist with regard to the percentage of disabled staff employed by the tenderer, compared to all its staff, and also the total number of disabled employees (the percentage shall be the first tiebreak criterion and the total number of disabled employees shall be the second one, as detailed below).

#### **B).- Documentation to be included in envelope(s) no. 2, containing all the technical documents:**

a) All the technical documentation which may be considered relevant and related to the offered asset shall be included, even those improvement proposals concerning the technical specifications. THE SUBMISSION OF OFFERS in this procedure IS EQUAL TO THE tenderer's EXPRESS DECLARATION OF COMPREHENSIVE ACCEPTANCE, THUS BINDING HIM/HERSELF TO THE OBSERVANCE OF THE TECHNICAL SPECIFICATIONS CONTAINED IN THE SCHEDULE of this procedure. The provided documentation shall prove the compliance of the offered asset with the abovementioned technical specifications, as specified in the previous Condition no. 6.

Given the description of the asset to be acquired, the tenderer may simply state on a document included in this envelop that he/she strictly binds him/herself to the technical specifications specified in the Schedule of Technical Specifications of this procedure.

b) Likewise, this envelope shall include **the IMPROVEMENT PROPOSALS in a different sheet of paper**, so that they can be assessed (should they not be included, it will be understood that only the minimum conditions established in the Schedule of Technical Specifications, with no improvements, will be offered).

**THE IMPROVEMENTS THAT MAY BE ASSESSED AND THEIR RESPECTIVE RESULTS ARE DETAILED IN THE APPENDIXES OF THE SCHEDULE OF TECHNICAL SPECIFICATIONS AND ARE HEREBY CONSIDERED AS REPRODUCED.**

### **C).- Documentation to be included in envelope(s) no. 3 "ECONOMIC OFFER" (envelope no. 3: Economic Proposal.-)**

On a different sheet of paper and FOLLOWING THE EXAMPLE ATTACHED TO THIS SCHEDULE AS AN APPENDIX, the economic proposal (price) shall be specified, including the output VAT amount as an independent item or mentioning it; THE VAT AMOUNT SHALL BE THE ONE ESTABLISHED BY LAW.

The offer shall not contain any omissions, erasures or mistakes that may hinder its clear reading and understanding.

No economic proposals in which the price exceeds the "Initial tender budget" shall be admitted.

SHOULD ANY SUBMITTED DOCUMENT PRESENT ANY TECHNICALITY THAT CAN BE UNDERSTOOD BY THE COMMITTEE, AND DOES NOT BREAK THE PRINCIPLES GOVERNING THIS PROCEDURE (for instance, lack of attested copy), the concerned tenderer, in the event of being provisionally awarded the contract considering that this default does not exist, may rectify it at the request of the Secretary of the Contracting Committee within the period established for this purpose, provided that it is done prior to the execution of the contract.

## **17. AWARDING PROCEDURE.-**

### **a). Rating procedures of technical and administrative documentation.**

**Meeting.-** The Contracting Committee, once the period established for the offers' submission has finished, and within the briefest delay -even on the same day the period finishes, after the time set as deadline, and having published it on Aimen's website at least one day before-, shall proceed to hold a public session in order to open the submitted ENVELOPES.

**Committee of Experts.-** The Contracting Committee, if necessary, may request the attendance of the Committee of Experts, so that it gives advice on obscure issues or items that may be



difficult to understand, with regard to the technical documentation provided by the tenderer.

Nevertheless, it should be highlighted that the fact of taking part in the tender means that the involved tenderers expressly commit themselves to include in the offer all the technical specifications of the assets, pursuant to the Schedule of Technical Specifications, and that they expressly accept all the contents of the schedule and this Administrative Schedule.

Should the Committee of Experts consider that it needs more than one hour in order to examine the documentation and make the reports detailed below, the meeting held by the Contracting Committee may be cancelled, calling its members on that same act to reopen the session.

**Development.-** Once the session has started, the external adequacy of the general envelope shall be firstly verified, in order to secondly proceed to its opening and extract the envelopes therein contained, verifying again their external adequacy. The secretary of the committee shall be the person responsible for their opening, assigning a numerical reference to them, in order to keep the envelopes in order, by identifying them on the basis of the tenderer they belong to.

In any case, the appropriate fairness shall be applied in order to rectify those minor defaults that do not jeopardize the main purpose of the tender.

Secondly, the ENVELOPES CONTAINING THE "GENERAL DOCUMENTATION" OF EVERY PARTICIPANT shall be opened, verifying that the submitted documentation complies with the requirements detailed in this Administrative Schedule, without prejudice to the fact that, given the amount of documentation that may be received, a first verification of the submission of the appropriate documents may be conducted, even if some deficiencies can be detected later, requiring their rectification or, directly, the exclusion from the tender, of which the tenderers would be immediately informed. With regard to this envelope and the budgets for technical solvency, the Contracting Committee may request that the Committee of Experts analyses the submitted documentation, so that the latter can inform of the sufficiency or insufficiency of the documentation at its sole discretion, without prejudice to the fact that the final decision falls on the Contracting Committee.

Then, envelopes no. 2 should be separated, handing them, if applicable, to the Committee of Experts, in the event it had been appointed for this purpose, in order to verify the technical adequacy of the submitted offers, in case the latter contained variants considered by the tenderer as improvements, in order to verify that they do not reduce the minimum unavoidable requirements established in the Schedule of Technical Specifications.

Should it be necessary to cancel the act due to the amount of documentation and the time the Committee of Experts needs to examine it, the Contracting Committee shall take this decision by majority, resuming it within the period established for this purpose.

Once the analysis has been conducted, the Committee of Experts shall inform the committee of the issues it may deem relevant, pursuant to this Schedule, always specifying the offers he deems necessary to reject, due to their lack of compliance with the minimum technical requirements that have been established. LIKEWISE, IT SHALL INFORM OF THE POINTS ASSIGNED TO THE IMPROVEMENTS PROPOSED BY THE TENDERERS, IN ACCORDANCE WITH THE POINTS ESTABLISHED IN THE SCHEDULE OF TECHNICAL SPECIFICATIONS.

Afterwards, the corresponding points shall be assigned to the improvements that may be subject to assessment, pursuant to the schedule governing the tender.

Fifth, the envelopes containing the ECONOMIC OFFER shall be opened. Once they have been opened and having verified the compliance of the sheet containing the economic offer with the example attached to this Schedule and other conditions therein established (that is to say, no erasures, etc.), the offered economic amounts shall be said aloud so that the public can know them. Points shall be assigned to the submitted economic proposals.

Sixth, the number of points assigned to every tenderer shall be announced, this number resulting from adding the points assigned both to the economic proposal and the improvements subject to assessment.

The relevant criteria established below, in this schedule, shall be applied only in case of tie between two or more offers.

Once everything has finished, the winning offer -the one to which the award of the contract is proposed- shall be announced.

On the occasion of the provisional proposal of contract award, the winning tenderer shall be required to submit, within a period of three days, the documentation pending submission, pursuant to this Schedule (except for the case in which he/she has submitted a supporting document of his/her commitment to incorporate a Temporary Joint Venture, when a period of seven working days shall be granted). Once it has been received, he/she shall be immediately informed of the definitive award decided by AIMEN, requesting him/her, on the same notification, to sign the contract within the five days following that notification (and at the moment of signing the contract, he/she shall show the definitive guarantee).

Minutes of these actions shall be taken at the earliest convenience, and signed by all the members of the Contracting Committee, and the documentation submitted by the tenderers shall be kept in AIMEN's headquarters.

#### - OFFERS' ASSESSMENT AND GRADING CRITERIA

The contract shall be awarded by means of an open procedure. The offers' assessment criteria that shall be used to award the contract are established below.

**A) Economic proposal: a maximum of points by lot shall be assigned, which shall be multiplied by 0.70 in order to obtain the definitive points assigned to the economic proposal.**

POINTS MAXIMUM LOT 1º.... 88

POINTS MAXIMUM LOT 2º....96

POINTS MAXIMUM LOT 3º ....92

POINTS MAXIMUM LOT 4º.... 96

POINTS MAXIMUM LOT 5º....96

POINTS MAXIMUM LOT 6º ....96

POINTS MAXIMUM LOT 7º.... 96

Due to the very technical nature of the necessity covered by means of this procedure, as well as the consideration of the asset to be awarded as an asset of high technological level, its importance and complexity, as well as the fact that its details and technical requirements, the standardized nature of its components and the elements of quality and technical solvency do not allow any variation from the requirements established in the Schedule of Technical Specifications -on pain of distorting the procedure, since these possible variations would mean that the needs to be inevitable covered would not be met, and this is an essential circumstance of this procedure- the weight of the assessment of the economic offer shall be necessarily much larger than the weight of the other criteria, which are not essential conditions on their own, even if they are beneficial for the offer's improvement, unlike the offer of the asset, as specified in the description of the asset and its components, included in the Schedule of Technical Specifications.

This makes the price become one essential factor for the award and this is why it has been assigned a percentage of importance of 70%, with regard to the award decision, reserving for the improvements subject to assessment, a "weight" or importance for the award equal to 30% (which is translated in the correcting index applicable to the points assigned both to the economic offer and the offered improvements).

#### **CALCULATION METHOD OF ASSIGNED POINTS:**

In order to calculate the points corresponding to the several economic offers, the following operation shall be made:

The lowest economic offer would receive the maximum points established. As it has been previously stated, the number of points to be assigned (according to the list specified in section 17 b) A) shall be multiplied by 0.70, thus obtaining the number of points assigned to the submitted economic offer).

The other offers shall be assigned a number of points by applying this formula:

$$\frac{\text{LOS x no. of maximum points}}{\text{Submitted offer}} \times 0.70 = \text{Assigned points}$$

\* LOS= Lowest Offer Submitted

#### **B) The offered improvements:**

Improvements tendered will receive the number of points set out in the technical requisites which are given here for reproducidos- for each one in each batch (see end of annexes to the Technical Specification)

Once the points have been assigned, the result shall be multiplied by 0.30, thus obtaining the definitive number of points corresponding to the improvements.

The total of points assigned to each offer shall be obtained by adding the points assigned to the economic offer and the improvement, both of them calculated according to the previous calculation method.

**D) Selection of the awardee in case of tie.** In the event that the application of the award criteria leads to a tie, with regard to the points obtained by several companies, the contract shall be awarded to the company having more than 2% of disabled staff, which shall be proved together with the solvency. Should the companies which have tied meet the abovementioned requirement, the contract shall be awarded to the tenderer who has the highest percentage of permanent disabled staff; should the tie persist on the basis of the percentage of disabled employees, the contract shall be awarded to the company having the largest number of disabled staff.

#### - **Contract Execution**

**1º.-** The contract shall be executed within five days, following the notification of the definitive Award (which shall be immediately decided by the Contracting Body once the proposed awardee has provided the documentation pending submission or, should there be no pending documents, in the briefest delay after the selection of the provisional awardee by the Contracting Committee, on the day and at the time announced by any means of those referred in this Administrative Schedule as means of communication with the people taking part in the tender. The contract shall be signed in the Headquarters of AIMEN, unless the latter chooses other means or place to sign it (even by telematic means, using the electronic signature).

It is expressly stated that, with regard to the period established for the delivery of the asset, AIMEN may apply a penalty to the contract which is equal to a daily amount of zero point twenty-five percent (0.25%) of the award price (that is to say, corresponding to each additional day, with regard to the period established for the entire fulfillment of the contract, in its entirety and in accordance with the abovementioned). The enforcement of these penalizations shall not require the report of the delay on the part of AIMEN, or any other requirements; thus, they can be automatically applied, being AIMEN entitled to request it -unless the delay derived from a case of force majeure or a circumstance attributable to AIMEN itself. Likewise, should this delay reach fifteen days, AIMEN may urge the automatic termination of the contract at any time after that period -without prejudice to the amount due by reason of the daily penalization set up to the date on which the definitive decision to terminate the contract is taken-.

All this without prejudice to the unlimited liability of the awardee with regard to the damages which may derive from the non-compliance with his/her obligations. It is expressly stated that, given the origin of the funds for the project, the contract shall expressly specify that the non-compliance with the supply could prevent AIMEN from keeping the received funds; therefore, in this case, the awardee who has not fulfilled his/her obligation, shall answer for this circumstance directly with his/her assets and indemnify AIMEN with a hundred per cent of the amount set as ETP, with the sole premise, on the part of AIMEN, to ensure the availability of the assets supplied by the awardee for the awardee him/herself. All this without prejudice to the non-inclusion of the abovementioned clause in the contract (considering that this Schedule is construed as a contractual document for the purposes established in the previous condition no. 9).

**2º.- Submission period.-** See previous condition no. 11

**3º.- Payment.-** See previous condition no. 7.

**4º.-** The remaining contents of the contract shall be adapted, even entirely reproducing some parts when applicable, to the preventive measures established in this administrative schedule.

### **18.- CONFIDENTIALITY AND COMPLIANCE WITH LOPD 15/1999**

Without prejudice to the provisions related to the publicity of the award and the information that shall be given to bidders and tenderers, the latter shall have the right to consider as confidential part of the information they have provided in order to make the tender offers, more in particular, those technical or commercial secrets and the confidential aspects of the offers. The contracting bodies shall not spread this information without their consent.

Likewise, the contractor shall respect the confidential nature of the information he/she can access in order to execute the contract and which has been considered as such, by virtue of the documents or contract, or the information that shall be treated as confidential by reason of its own nature. This duty shall last for a period of five years from the date this information has been disclosed, unless the contract or documents establish a longer period.

With regard to the personal data provided by reason of this tender and subsequent contract by AIMEN or the tenderers, all of them (jointly referred in this section as the parties) shall be bound to the following:

**FIRST.-** The parties commit and bind themselves to keep secrecy of all the personal data they may know and access by virtue of this contract, and shall not disclose them to third parties, not even for their storage. Likewise, they shall watch over them and prevent any person different from the parties from accessing these personal data. The abovementioned liabilities shall apply to any stage of the data processing and last even after the relations derived from this contract had finished.

**SECOND.-** The provided personal data shall be processed with the sole aim of fulfilling those compulsory procedures and obligations between the parties or with the administration, which are directly related to the object of this contract. Thus, they shall not be applied or used for any purposes different from the abovementioned.

**THIRD.-** The parties commit themselves not to disclose, transfer, assign or communicate in any other way the files or data therein contained, either orally or in writing, by electronic means, paper or computer access, not even for their storage, to any third party -unless it is necessary for the strict fulfillment of the obligations derived from the tender and subsequent contract. For this purpose, the parties shall only allow the data to be accessed by those employees who must necessarily know them in order to execute this contract.

**FOURTH.-** The parties declare that they are aware of the obligations derived from the regulations on data protection. Likewise, the parties guarantee the enforcement of these security measures, as well as any other technical and organizational measures that may be imposed in order to guarantee the present and future protection of personal data and avoid their modification, loss, processing or unauthorized access, considering the condition of technology, nature of the stored data and risks they are exposed to, derived either from human action or the natural or physical

environment, pursuant to the provisions of regulations on personal data protection.

**FIFTH.-** Once the relationship between the parties justifying the data access has been fulfilled or completed, these data shall be destroyed or returned to the party who had provided them, as well as any documentation containing any personal data that have been processed.

**SIXTH.-** The parties state that the personal data that have been or will be provided have been obtained in absolute compliance with the obligations imposed by the LOPD, having been freely given by the interested people, who were totally aware of the purpose they would serve and, more in particular, the provision of those data to be processed for the purposes established in the contract; likewise, they were also informed of the rights conferred on them by means of the LOPD and complementary legislation, especially those concerning the information, access, rectification and cancellation.

Being totally aware of the applicable legal regulations, both parties bind themselves to strictly fulfill the regulatory obligations contained in the LOPD in force, rules and any other legislation in force regulating personal data protection, to the extent it may be necessary for the execution of this contract and, more in particular and in connection with this, the data of affected workers. Likewise, the parties shall inform of the means and way in which they can exercise their respective rights to access, rectify, cancel and object, especially by means of a document sent to the specified addresses.

## **19.- CLARIFICATION OF THE SCHEDULE AND DOCUMENTATION**

Any interested person shall have the right to request a clarification of the Schedule governing this tender, as well as their appendixes, by means of an e-mail addressed to the management [licitaciones@aimen.es](mailto:licitaciones@aimen.es)

AIMEN shall be entitled to publish on its website the profile of the contracting party, at its sole discretion, especially regarding those enquiries that may be of general interest and, with regard to this procedure, any enquiries and their corresponding replies (always preserving the anonymity of the person or Entity who has made it).

Porriño, on 12 June 2015



## APPENDIX EXAMPLE OF ENDORSEMENT

The BANK \_\_\_\_\_, represented by the agents specified at the bottom of this document, holding the necessary powers to bind the said Entity in this act, as a result of the acknowledgement performed by the Estate Lawyer (of the dates, provinces and numbers that are also specified at the bottom of this document).

### jointly ACTS AS GUARANTOR FOR

\_\_\_\_\_ with address in \_\_\_\_\_ and holder of N.I.F. (Tax Identification Number) \_\_\_\_\_, before ASOCIACION DE INVESTIGACION METALURGICA DEL NOROESTE with address in RELVA 27A – Torneiros Porriño, holder of CIF (Tax Identification Code) no. G36606291-Y, UP TO \_\_\_\_\_ EUROS , with the aim of guaranteeing the obligations it is fulfilling and for which the so-called "Definitive Guarantee" answers, mentioned in the Administrative Schedule of the open tender, held at the request of ASOCIACION DE INVESTIGACION METALURGICA DEL NOROESTE as Contracting Body (Open tender reference \_\_\_\_\_).

This guarantee shall be in force until its original is returned to the Bank Entity, the Bank \_\_\_\_\_ not being entitled to withdraw from the submitted guarantee.

This guarantee is jointly granted with regard to the main obligor, and includes the express waiver of the right to exclusion and the commitment to pay at the first request of Asociación de Investigación Metalúrgica del Noroeste.

This guarantee has been recorded on this date on the Special Registry of Guarantees under number .....

**APPENDIX.- Example of statement of compliance.**

***Not to be subject to any prohibition to contract***

**Reference: OPEN TENDER REF: \_\_\_\_\_**

\_\_\_\_\_ holder of D.N.I. (National Identity Number) No.  
\_\_\_\_\_, on his/her behalf (or on behalf of the Entity  
\_\_\_\_\_) responsibly states that:

*(For sole proprietors)* HE/SHE IS NOT SUBJECT TO any prohibition or incompatibility to enter contracts with the Administration, of those referred in section 49 of the TRLCSP, and that the purpose or activity of the tenderer is directly related to the object of the contract.

*(For corporations)* THE ENTITY HE/SHE REPRESENTS, ITS DIRECTORS AND THE PERSON UNDERSIGNING THE PROPOSAL ARE NOT SUBJECT to any prohibition or incompatibility to enter contracts with the Administration, of those referred in section 49 of the TRLCSP, and that the purpose or activity of the tenderer is directly related to the object of the contract.

Signature

**APPENDIX.- Example of statement of compliance.**

***To fulfill any tax and social security obligations***

Reference: OPEN TENDER REF: \_\_\_\_\_

Mr. \_\_\_\_\_ holder of D.N.I. (National Identity Number) no. \_\_\_\_\_, on his behalf (or on behalf of the Entity \_\_\_\_\_) responsibly states that:

*(For sole proprietors)* He is duly fulfilling the tax and social security obligations imposed by the legislation in force, and that he has registered for the Business Tax (IAE), he has not been discharged and is paying it or is non-taxable

*(For corporations)* THE ENTITY HE REPRESENTS is fulfilling the tax and Social Security obligations imposed by the legislation in force, and that he is registered for the Business Tax (IAE), he has not been discharged and is paying it or is non-taxable

Signature

**APPENDIX.- Example of statement of compliance.**

***Confidentiality commitment***

Reference: OPEN TENDER REF: \_\_\_\_\_

Mr. \_\_\_\_\_ holder of D.N.I. (National Identity Number) no. \_\_\_\_\_, on his behalf (or on behalf of the Entity \_\_\_\_\_) responsibly states that:

*(For sole proprietors)* In the event of being the awardee of the tender, he commits himself to respect the confidentiality of the involved information and strictly observe the regulations on intellectual property and personal data protection, the latter contained in Organic Law 15/1999, on Personal Data Protection, and its development regulations, all this under the same conditions established in the TRTRLCSP for this purpose.

*(For corporations)* THE ENTITY HE REPRESENTS commits itself, in the event of being the awardee of the tender, to respect the confidentiality of the involved information and strictly observe the regulations on intellectual property and personal data protection, the latter contained in Organic Law 15/1999, on Personal Data Protection, and its development regulations, all this under the same conditions established in the TRTRLCSP for this purpose.

Signature

**APPENDIX.- DATA PROVISION MODEL**

**FOR NOTIFICATION PURPOSES**

**Reference: OPEN TENDER REF: \_\_\_\_\_**

Mr. \_\_\_\_\_ holder of D.N.I. (National Identity Number) No. \_\_\_\_\_, on his behalf (or on behalf of the Entity \_\_\_\_\_) declares, for the purpose of this tender, that the following addresses are valid for notification purposes (and therefore, that the notifications addressed to any of these shall be totally valid):

*TELEPHONE NUMBER:* \_\_\_\_\_

*FAX no. :* \_\_\_\_\_

*E-MAIL ADDRESS:* \_\_\_\_\_

Signature

## APPENDIX

### Example of statement of compliance with the percentage and number of full-time workers with disability

Reference: OPEN TENDER REF: \_\_\_\_\_

Mr. \_\_\_\_\_ holder of D.N.I. (National Identity Number) no.  
\_\_\_\_\_, on his behalf (or on behalf of the  
Entity \_\_\_\_\_) responsibly states that:

the Entity proves a percentage of full-time workers with disability, with regard to all its  
staff, of \_\_\_ per cent.

the Entity proves a number of full-time workers with disability, amounting to  
\_\_\_\_\_ workers.

Signature



**APPENDIX  
IMPROVEMENT MODEL  
REF. PROCEDURE REF: - \_\_\_\_\_**

**Improvements that may be assessed in accordance with the Administrative Schedule**

By the tenderer, with regard to the requirements specified makes the following  
IMPROVEMENT PROPOSAL:

**1º:** \_\_\_\_\_

**2º:** \_\_\_\_\_

Signature

## APPENDIX

### EXAMPLE OF STATEMENT OF COMPLIANCE WITH SOCIAL RESPONSIBILITY OBLIGATIONS

Reference: OPEN TENDER REF: \_\_\_\_\_

Mr. \_\_\_\_\_ holder of D.N.I. (National Identity Number) no. \_\_\_\_\_, on his behalf (or on behalf of the Entity \_\_\_\_\_) responsibly states that the Entity he represents shall fulfill the following obligations:

- a) Observance of the applicable legislation and regulations, in the countries in which the company carries out its activity.
- b) Respect of human rights, preventing any employee from being harassed, physically or mentally punished or subject to any other type of abuse.
- c) The wages and working hours shall comply with the applicable legislation, regulations and rules, in the country in which the company carries out its activities, including the minimum wage, extraordinary hours and maximum number of working hours.
- d) No forced labor shall be employed and the staff shall be free to quit their job provided that they notify their decision in advance.
- e) No child labor shall be employed and the international regulations on this issue shall be observed.
- f) The employees' freedom of association shall be respected.
- g) All employees shall be provided with appropriate health and safety conditions at the workplace
- h) The activities shall be conducted so that the environment is protected and the corresponding legislation in force in the country they are developed is observed.
- i) All products and services shall be supplied so that they meet the quality and safety criteria specified in the corresponding contractual parts, and they guarantee the user's safety.
- j) In order to guarantee the supply of goods and services, no fraudulent means shall be used, including bribes and other corrupt practices.
- k) Any possible means and requirements shall be used in order to guarantee that the Entity's suppliers and subcontractors observe the abovementioned obligations.

Signature

**APPENDIX  
EXAMPLE OF ECONOMIC PROPOSAL**

**Reference: OPEN TENDER REF: \_\_\_\_\_**

TENDERER'S DETAILS: *Name, CIF (Tax Identification Code), registered address, fax, telephone, e-mail address)*

DETAILS of the tenderer's LEGAL REPRESENTATIVE: *(name, D.N.I. (National Identity Number, position, etc.)*

That, having participated in the referred OPEN procedure, he hereby declares that he knows the content and requirements for that call, especially the ones specified in the Administrative Schedule and the Schedule of Technical Specifications, which he entirely accepts and thus, he requests being admitted as tenderer in order to take part in that process and that his tender offer be taken into account for the appropriate purposes.

That he commits himself to execute the contract pursuant to the Administrative Schedule and the Schedule of Technical Specifications and at the price of \_\_\_\_\_, VAT EXCLUDED. The VAT amount shall be the one legally established.

\* The tenderer expressly accepts that THE SUBMISSION OF TENDER OFFERS through this procedure IS EQUIVALENT TO EXPRESSLY DECLARING ITS COMPREHENSIVE COMPLIANCE AND, THEREFORE, HE BINDS HIMSELF TO COMPLY WITH THE TECHNICAL SPECIFICATIONS CONTAINED IN THE SCHEDULE OF TECHNICAL SPECIFICATIONS of this procedure. LIKEWISE, IT IS EQUIVALENT TO EXPRESSLY ADMIT THAT HE IS FAMILIAR WITH THE SCHEDULE OF THE TENDER (both administrative and technical specifications).

In witness whereof, he signs the statement in \_\_\_\_\_ on \_\_\_\_\_,  
\_\_\_\_\_

Signature