

Co-financing of Community funds

SCHEDULE OF ADMINISTRATIVE BASIS  
TENDER AWARDING THROUGH  
OPEN PROCEDURE  
SUPPLIES  
REF. AIMEN/POCTEP 1/2019

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**THIS DOCUMENT IS ONLY INFORMATIVE in  
order to facilitate translation**

The proposals can be submitted until next  
**20/05/2019 – 13:30 hours**

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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 is a beneficiary of Proyecto 0411 MANUFACTUR4 (01E), funded under the "Programa COOPERACIÓN INTERREG V A ESPAÑA-PORTUGAL (POCTEP) 2014-2020."

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:

Agreement between the managing authority and the principal beneficiary has been formalized in operation 0411MANUFACTUR401E within the framework of "PROYECTOS DEL PROGRAMA DE COOPERACION INTERREG v A ESPAÑA-PORTUGAL (POCTEP) 2014-2020

## VI.- Regulation:

Considering what would be the indicated origin of the funding, and even when in view of the indicated, among others, in arts. 16 and 22, in relation to the 3 of Law 9/2017, of November 8, of Public Sector Contracts, the contract would not be subject to harmonized regulation that provides for this body of law, also meeting the provisions of the Community Regulations of application and in particular Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions for the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund, and laying down general provisions concerning the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime Fund and Fisheries, and repeal Council Regulation (EC) No 1083/2006, as well as Community rules on recruitment, this procedure is inspired by the content and forecasts of the Law 9/2017 in everything related to the preparation process, advertising, contest phase, election, award and formalization of the contract (and therefore respecting the principles of publicity, concurrency, transparency, confidentiality, equality and non-discrimination that inform the cited Law 9/2017 and community regulations).

For all these reasons, at the time of drafting this Bidding Document, it has been considered, basically, under the terms indicated, Law 9/2017, and the provisions of the General Law on Grants, the Grants Law of Galicia and other regulations of applicable private law. Likewise, the Internal Hiring Instructions approved within the Association, displayed on the Association's website, are applicable for interpretive purposes.

The adjudication will fall on the bidder justifiably chosen among the bids submitted that which is economically more advantageous, conditioned to the fulfillment by the candidate of the unavoidable requirements that are detailed in the Bidding Documents that govern this procedure. The criterion of choice will therefore be the lowest price, with the criteria that will be indicated in the case of a tie.

### **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:

**PRESIDENT:** President of Aimen, who will be responsible for the direction of the meetings and functions corresponding to the maximum representative of the Board. In his absence replaced, successively, by the 1st Vocal, 2nd and subsequent Vocal

**VOCAL 1º:** Secretary General of Aimen, who in case of absence will replace the President of the Board

**VOCAL 2º:** Managing Director of Aimen

**VOCAL 3º:** Specially invited member as provided in the General Contracting Instructions, which may be any of the Directors of Aimen (Technological, Commercial or Operations).

**VOCAL 4º:** Personnel member of the Aimen Template with condition of Director, Manager or Coordinator

**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.

Any of the above members may be replaced by another person who designates who must meet the condition of Director, Responsible or Coordinator of Aimen

**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:** Contracting Committee may determine the existence of a committee of experts, made up of at least three technicians, graduates or heads of the different departments of the Association with knowledge of the Interreg Program and Projects that bring about this procedure, so that , received offers if necessary, advise Contracting Committee

**F. 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.

**J. 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,

Galician or English. 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.

## **BASIS**

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

The contract will have as its object the supply and installation of the goods indicated and detailed in the Technical Specifications - including the delivery of the required documentation, the actions and training activities indicated and, ultimately, all the obligations that for the awardee are derived from this document, the technical specifications and the contract signed whose award is the subject of this tender procedure-.

The object encompasses those improvements offered by the bidder, except expressly rejected by AIMEN for its addition or execution.

Therefore, it is included in the obligations of the contractor for the fulfillment of the object of the contract in terms of supply and installation of the goods object of acquisition, all those tasks or needs of packaging, transport, unloading and deposit in Aimen's facilities -including those means of use necessary for such purposes as machinery, means of transport, elevators, etc. -until the definitive and complete installation of the good placed in complete conditions for its operation with all the technical requirements required for it in this document (including those tests that are relevant or necessary for this - even remedies or repairs that should be carried out within the warranty period offered Only the goods subject to bidding will be considered duly delivered once these requirements and obligations have been met.

For the individuality of the goods object of acquisition and their own substantivity even when for the incorporation to a single Center, it is for what has been decided - in a similar way art. 99 and ss of the LCSP- the preparation of lots in the terms that will be indicated later, even when admitting the possibility of choosing several lots for the same bidders, although insisting on the individuality of the same and in order to achieve the greatest effectiveness and obtaining the economically most advantageous proposal, proceeding to the admission of individualized offers for each of the aforementioned lots.

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

Through the execution of the contract, and therefore supply and installation of the goods object of acquisition, it is intended to cover the need derived from the participation of AIMEN in Project 0411 MANUFACTUR4 (01E),

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

The maximum price of the contract amounts to one hundred and twenty-five thousand (125.000€) applicable indirect taxes excluded, divided into the following lots

- LOTE 1: Mobile platform for position of manufacturing parts**  
maximum price: SIXTY THOUSAND EUROS(60.000€), applicable indirect taxes excluded.
- LOTE 2: 6 axes industrial robot system to machining and welding operations**  
maximum price: SIXTY THOUSAND EUROS(60.000€), applicable indirect taxes excluded.
- LOTE 3: Milling tool set to machining weld beads.**  
maximum price: FIVE THOUSAND EUROS (5.000€), applicable indirect taxes excluded.

Economic proposals that exceed these maximum price amounts, fixed for each of the lots, will not be taken into account in the present award procedure and directly rejected.

The amount of applicable taxes (eg VAT) will be adjusted to the provisions in this regard by the Spanish legislation in force at any time.

The maximum price of the contract includes all expenses that may arise or be necessary for the transportation and installation of the goods until they are fully operational with all the technical requirements required for this in this document and in the Technical Terms and Conditions of the present procedure.

Therefore the amount that will appear in the economic offers presented by the participants will be the only one that will be entitled to receive (plus the applicable taxes applicable to the acquirer according to the legislation in force) for the supply of the goods, (included in it by therefore all the improvements offered and accepted by Aimen as well as expenses that may arise or be necessary for packaging, transport, unloading, deposit in Aimen's facilities and definitive and complete installation thereof -including also those means of necessary use for such purposes as machinery, means of transport, elevators, etc. - put in full conditions for its operation with all the technical requirements required for this in this document and in the Technical Bases of the present procedure - also covering those tests that will result relevant or necessary for it, corrections or repairs which should be made within the warranty period offered, and similar or similar work.

#### **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. 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 AL 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.

## 6. 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 60 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.

## 7. Contractual documents.

Apart from this schedule (Spanish version)s, 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.

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.

## 8.Claimable guarantees.

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:

ES52 0128 7672 6305 00000011	BKBKESMM
IBAN	SWIFT.

By exception, and given the amount of the acquisition, or a final guarantee is required with respect to LOT No

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.

**9.- Execution deadline.** The assets included in each of the lots of this procedure shall be supplied before the following deadline:

**LOTE 1: Mobile platform for position of manufacturing parts  
DEADLINE 30/08/2019**



**LOTE 2: 6 axes industrial robot system to machining and welding operations**  
**DEADLINE 30/09/2019**

**LOTE 3: Milling tool set to machining weld beads.**  
**DEADLINE 30/06/2019**

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, discharge, 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.

## 10. 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-.

## 11. Advertising costs.

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

LOTE 1<sup>o</sup>.... 500 EUROS

LOTE 2<sup>o</sup>.... 500EUROS

LOTE 3<sup>o</sup>.... exempt

Likewise, it must proceed with all kinds of publicity issues to what is required from Aimen, if it is necessary or convenient, especially in response to the obligations that, as advertising, come from the public financing of the project.

## 12. 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.

## 13. Submission of proposals.

### 13.1 DEADLINE FOR SUBMISSIONS.-

The proposals can be submitted until next **20/05/2019 – 13:30 hours**

### 13.2 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: AIMEN/POCTEP 1/2019). The envelope shall contain the following envelopes:**

These envelopes shall only specify the reference REF. AIMEN/POCTEP 1/2019 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. 15.

**ENVELOPE N° 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.

If several lots are attended, Envelope No. 1 will suffice with the presentation of ONE SINGLE EXEMPLARY OF THE SAME AND DOCUMENTATION INCLUDING

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

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

***THE ENTIRE DOCUMENTATION MAY BE SUBMITTED THROUGH A COPY AND, IN THE EVENT OF BEING AWARDED, YOU WOULD BE REQUIRED TO SUBMIT ORIGINALS OR COPIES PROPERLY COMPULSED***

#### **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 65 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 67 and 84 of the Spanish TRLCSP shall be applied.

**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 69 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 76 y ss and subsequent ones of the LCSP. 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 3/2018 (LODDGG)
- Statement of commitment to comply with social responsibility obligations according to the model annexed to this bidding document
- Statement of commitment to comply with obligations of compliance obligations and access to facilities

**5º.- Insurances**

In accordance with the previous Condition no. 13.

**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. 5.

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).

### **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.

## **15. 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.

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.



Only in the event that the result involves the tie of two or more offers, the criteria established in this document for this purpose will go into valuation later.

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 (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 will be awarded through an open procedure. The only criterion for awarding the contract being the lowest price

#### **DETERMINATION OF THE WINNER IN CASE OF A TIE.-**

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).

#### **CONTRACT EXECUTION**

**1º.-** The contract will be formalized, once it is communicated (by any of the means indicated in this list of administrative bases as a means of communication with the participants in the tender) by AIMEN request to the successful bidder for its signature . The signing of the contract will be carried out at Aimen's Headquarters unless another means or place of signature is provided by it (including signing by electronic means with 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 ten 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 even if the clause does not appear expressly reflected in the contract (bearing in mind that this Bidding Document is considered as a contractual document for all purposes in the previous base no. 8

**2º.- Submission period.-** See previous condition no. 10

**3º.- Payment.-** See previous condition no. 6.

**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.

## **16.- CONFIDENTIALITY AND COMPLIANCE WITH LOPDGDD 3/2018**

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 to strict compliance with RGPD 679/2016 and LOPDGDD 3/2018

## 17.- 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 25/04/2019

## 18.- ANEXOS

### 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 AIMEN/POCTEP 1/2019)

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: AIMEN/POCTEP 1/2019**

\_\_\_\_\_ 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 71 of the LCSP, 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 71 of the LCSP, 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: AIMEN/POCTEP 1/2019**

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: AIMEN/POCTEP 1/2019**

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 3/2018/1999, LOPDGDD, and its development regulations, all this under the same conditions established in the LCSP 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 3/2018, LOPDGDD, and its development regulations, all this under the same conditions established in the LCSP for this purpose.

Signature

**APPENDIX.- DATA PROVISION MODEL**

**FOR NOTIFICATION PURPOSES**

**Reference: OPEN TENDER REF: AIMEN/POCTEP 1/2019**

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: AIMEN/POCTEP 1/2019**

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

EXAMPLE OF STATEMENT OF COMPLIANCE AND ACCESS TO INSTALLATIONS

Reference: OPEN TENDER REF: AIMEN/POCTEP 1/2019

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:

**Anti-corruption**

The subscribing entity undertakes that its directors, officers or employees do not offer, promise, deliver, authorize, request or accept any undue, economic or other advantage related in any way to this contract and take reasonable measures to avoid that subcontractors, agents or any other third party that is subject to its control or influence do so.

**Money laundering.**

The bidder to comply with the regulations on the prevention of money laundering in all that is applicable. In this regard, the bidder declares that any payment that could be made to AIMEN in compliance with this contract will originate in revenues generated in lawful activities and will not come from tax havens

**Internal Rules of the Technological Center.-**

SECURITY AND INTERNAL NORMS OF THE TECHNOLOGICAL CENTER.

The bidder is aware that AIMEN and its facilities constitute a highly qualified TECHNOLOGICAL CENTER that implies the existence of rules regarding the stay in it, personnel movements inside it, security and confidentiality rules, etc.-. The Bidder expressly accepts the internal rules that govern the center and from which it has been provided with details, obliging itself to scrupulously comply with them. Therefore, it is also obliged to keep its personnel fully informed of the existence of those internal regulations and the obligation to attend at all times the indications indicated by the Center and its personnel, obliging them to sign whatever documents are pertinent in relation to them. to those circumstances. It is expressly accepted that any breach of this will entitle the authorized personnel of AIMEN to demand the immediate eviction of the facilities from the personnel of the bidder (employees, dependents, subcontractors and employees or their dependents, etc.) that infringes them, including using, if necessary, the Public Force.

Signature

**APPENDIX**

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

**Reference: OPEN TENDER REF: AIMEN/POCTEP 1/2019**

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: AIMEN/POCTEP 1/2019**

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