



LEGAL AND ECONOMIC BASES REGULATING THE CONTRACTING OF THE INDUSTRIAL SUBCONTRACTING FOR PRODUCTION AND CHARACTERIZATION OF Pb-16Li ALLOY (PRODUCTION TRIAL) IN TBM (EUROfusion – IQS), CONTRACT FINANCED BY THE EUROPEAN COMMISSION UNDER THE PROJECT 101052200 – EUROfusion – EURATOM-2021-ADHOC-IB

I. GENERAL PROVISIONS

1. Introduction

The European Commission approved Project 101052200 – EUROfusion – EURATOM-2021-ADHOC-IBA, which aims to acquire the knowledge and expertise needed to start building a demonstration fusion power plant (DEMO), five years after the ITER project is fully operational. The objective of DEMO is to supply fusion electricity to the grid at the beginning of the second half of the century; to achieve this challenge, DEMO's conceptual design must be accomplished by 2030.

The development of the Eurofusion Project is articulated in different phases and has assigned blocks of tasks on a transnational basis, so within each state there is an entity that brings together the assigned task package. These entities responsible for each state have, at the same time, a set of affiliated entities, which have entrusted specific tasks within the package assigned to the responsible entity.

In the case of Spain, the Centro de Investigaciones Energéticas, Medioambientales y Tecnológicas (hereinafter "Ciemat") is the entity that has the status of beneficiary for Eurofusion in Spain.

Institut Químic de Sarrià CETS Fundació Privada (hereinafter "IQS") has the status of entity affiliated to Ciemat within the framework of the Eurofusion project. This condition means that IQS has specific tasks assigned within the task package entrusted to Ciemat.

Specifically, the tasks assigned to IQS in the Grant Agreement formalized by the Commission with all the parties involved are identified as a WP10 Breeding Blankets of EUROfusion project:

<The legal link of the benefit to the affiliated entity is based on the Framework Agreement 6413 signed on 1 January 2014, which is still in force.

2015:

- *WP10-BB: Development of PbLi for WCLL BB.>*

The goal of the WP 10 Breeding Blankets is the development of the Breeding Blanket (BB) system for DEMO, including the Breeding Blanket sectors (BBS) and the associated tritium extraction/removal system.

Within the WP 10-BB project, a task named *< Activities related to the procurement of PbLi for the first TBM >* (BB.TBM.T.02.01.T001) has been defined.

The activities BB.TBM.T.02.01.T001 for the year 2022 includes a task identified as *<D005 Production and characterization of Pb-16Li alloy (production trial) in TBM >* that will be carried out by Ciemat and IQS, together with the support of an external industrial actor.

2. Purpose of the procedure and of the regularity bases

The purpose of this contracting procedure is to select the external industrial actor to provide services to IQS within the framework of task D005, through the development of the five WPs indicated in point 3 of these bases.

The purpose of these terms is to establish the legal, administrative and technical system applicable to the selection procedure, as well as to establish the bases applicable to the future contractual relationship between IQS and the selected external industrial actor. Together with these legal and economic bases, the technical specifications governing the contracting procedure are part of the tender dossier.

The submission of proposals by companies or entities to this procedure implies full and unconditional acceptance by the tenderers of the content of the legal and economic bases, and of the technical bases that are published together, and of all the documentation that makes up this tender, without any exception or reservation.

Thus, the contract concluded will have the status of a contract of adhesion: the tenderer who becomes the contractor will be fully bound by the provisions of these bases and the provisions of the technical specifications governing the selection procedure and the execution phase of the contract.

The lack of knowledge of the tender documents, the contract in any of its terms, or the ignorance of the other contractual documents of any kind which may be applicable in the execution of this agreement, will not exempt the successful tenderer from the obligation to comply with them.

Any modification to these regulatory bases will only be valid if agreed by IQS, by mutual consent with the contractor company or entity. Any clause, general condition of sale, or non-general term, pretended to impose by the contractor, will not be considered valid.

Companies and entities attending the tender, agree that their personal data will be transferred and processed for the tendering process, the formalization of the contract, and the maintenance of communications throughout the execution of the contract. Those companies and entities may exercise their rights of access, cancellation, rectification and opposition by written communication addressed to IQS.

3. Purpose of the contract

IQS and the external industrial actor selected within the framework of the present procedure will formalize a contract whereby the industrialist will be obliged to the Production and characterization of Pb-16Li alloy (production trial) in TBM in the terms defined in the technical bases of this contract.

The selected company or entity will have the obligation to make a single industrial delivery for each of the services that will be in charge, which are the following:

- WP1: Detailed assessment of material grades volume demands including impurities for WCLL TBMs.
- WP 2: Material grades production and qualification Plan (MPQP).

- WP 3: Scoping production of 6Li and Pb-15.7(2)6Li nuclear grades and selection of 6Li production technique in view of 6LLE TBM procurements.
- WP 4: Design supported on Modelling of a MHD stirrers for Industrial production of LiPb.
- WP 5: Prospecting production trials.

The technical bases of the present contract describe the obligations and tasks to be carried out by the selected company or entity in each of the detailed WP.

The object of the contract is not divided into lots since the result and knowledge derived from each of the preceding WPs is fundamental for the achievement of success of the following WPs, so any division into lots of the tasks commissioned would make it technically impossible to obtain a satisfactory overall result.

The expression of the encoding corresponding to the nomenclature of the Common Vocabulary of Contracts (CPV) and CPA are as follows:

- CPV: 73100000-3 Research and experimental development services

4. Nature of the procedure and nature of the contract

IQS is a foundation that, due to its status as a totally private foundation, is not subject to public procurement regulations and participates in the Eurofusion project as an entity that must carry out a set of tasks, including the task of subcontracting the set of services indicated in point 3 of these terms.

Notwithstanding the fact that public procurement rules do not apply to it, to ensure transparency, free competition and the opening to the procurement market that is planned to be carried out within the framework of the Eurofusion project, IQS opens to the public concurrence the contracting process of the referred service.

The mechanism used for opening the contract to public concurrence is the organization of a tender by an open call to be published in the Official Journal of the European Union, so that the economic operators interested in attending the contract award can submit a proposal in the time and form established in the announcement.

The contract has a service nature with a specific result: the selected contractor will be obliged to deliver a satisfactory result for each of the services that are ordered through this procedure.

The contracting is part of a project in which IQS must directly present to the institutions the result of the tasks entrusted to it, institutions that will only make the grant effective to IQS in the event that the documents to be delivered fulfill the purposes assigned within the framework of Eurofusion.

Thus, the final product to be delivered by the contractor must allow IQS to deliver a valid result to the competent institutions according to the purposes of the project. Consequently, this contract is not intended to make available a set of resources, but its purpose is to deliver a set of documents linked to the production and characterization of Pb-16Li, which must be able to be presented to the competent institutions, and accepted by them in terms of a quality result.

5. Economic regime of the contract

5.1 Maximum amount of the contract.

The maximum amount of the contract is the maximum limit of expenditure that, under the contract, can compromise IQS. In this case, the maximum amount is defined as follows:

	Amount (VAT excluded)
Production and characterization of Pb-16Li alloy (production trial) in TBM	250.000,00 €

In their offers, bidders will have to present a global price for the set of work packages that they will have to deliver. The price offered for the whole tasks may not exceed the maximum budget of the contract indicated in the previous table.

The price of the contract includes all direct and indirect costs, structural costs and industrial profit, as well as materials, labor, transport and any other expenses or machinery necessary for the execution of the contract. The contractor will not be able to claim more economic amount than the one offered in his proposal.

However, the price is considered to include all expenses arising from the obligations established in the bid that must be fulfilled during the execution of the contract.

5.2 Invoicing to IQS

In accordance with the provisions of point 6.3, the execution of this contract will entail two delivery times, the first one relating to task packages 1, 2 and 3, and the second concerning task packages 4 and 5.

Once the industrial has proceeded to deliver the work of task packages 1, 2 and 3, and IQS has verified the deliveries made, the contractor will be able to invoice 30% of the total price of the contract award.

The contractor will be able to invoice the remaining 70% of the contract price once the task packages 4 and 5 have been delivered, and once IQS has verified the deliveries made to WP 4 and 5.

The invoice must include the identification of the tasks carried out, with reference to the corresponding WP, and the reference to the European project must be included in the invoice text: 101052200 – EUROfusion – EURATOM-2021-ADHOC-IBA.

IQS will proceed to the payment of invoices by transfer in accordance with the payment terms in force in the Spanish legal system.

5.3 Funding source

The expense of this contract will be financed through the following aids:

- "101052200 – EUROfusion – EURATOM-2021-ADHOC-IBA".

6. Term of the contract

6.1 The duration of the contract will begin at the time of formalization, and will end on October 31, 2022. Within this period, the contractor must have carried out all the work detailed in the technical bases, in accordance with the delivery deadlines indicated in section 6.2 of these bases.

The expected start date of the contract is June 1, 2022. The specific start date of the provision of the service will be set in the contract.

6.2 In parallel with the previous deadline for the duration of the contract, the following partial deadlines are established, deadlines that the contractor must meet:

Phase	Delivery deadline
WP1: Detailed assessment of material grades volume demands including impurities for WCLL TBMs.	30.07.2022
WP 2: Material grades production and qualification Plan (MPQP).	30.07.2022
WP 3: Scoping production of 6Li and Pb-15.7(2)6Li nuclear grades and selection of 6Li production technique in view of 6LLE TBM procurements.	30.07.2022
WP 4: Design supported on Modelling of a MHD stirrers for Industrial production of LiPb.	15.10.2022
WP 5: Prospecting production trials	15.10.2022

Failure to comply with delivery times will result in a daily penalty of 1% of the award price. This penalty will be automatically effective on invoicing.

Together with the above penalty, failure to comply with delivery times by the contractor will entail the obligation for the contractor to compensate IQS for damages caused.

6.3 Notwithstanding the foregoing, the contractor will be obliged after that date, and for a period of six months, to offer all the clarifications, information, adjustments or revisions that IQS demands in relation to the work delivered.

6.4 Given that the financing linked to the contracting tasks imposes that the results must be delivered before October 15, 2022, there will be no possibility to extend the contract. By submitting their offer, tenderers accept that this is the maximum and unchanged date to deliver the results of the contracted service.

6.5 For the purposes of verifying progress in the development of tasks, the contractor must report the status of the service every two weeks in a follow-up meeting that must be held with the person responsible for the contract designated by IQS. The format and the specific date of each meeting will be indicated by the contract manager, with at least two days' notice.

II. SPECIAL TENDER CLAUSES

7. Ability to hire

7. 1. Basic requirements for admission to the procedure.

Natural or legal persons from Spain, EU members or foreign, who meet the following conditions are empowered to participate in this tender and, where appropriate, sign the corresponding contract:

- Have legal personality and full capacity to act, in accordance with the internal rules of each state.

- Prove that the services subject to this contract are within the purposes, object or scope of activity of the bidding companies or entities, as provided for in its statutes or founding rules.
- Prove the required solvency, in the terms established in clause 10.3 of these bases.

The circumstances relating to capacity and solvency must concur on the final date of submission of offers and must continue at the time of perfection of the contract and throughout the duration of the contract.

7.2. Capacity to act.

The capacity to act of the companies or entities that attend the tender will be accredited by providing the deed of the constitution of the company or legal entity, and by accrediting the registration in the Registry corresponding to the legal entity in question. It will also be necessary to provide the company's NIF (Personal Tax ID) or VAT number.

Within the corporate purpose of the company or entity bidding for the tender, it must be included its capacity to carry out research activities.

7.3. Economic and technical solvency.

The solvency of the bidders must be accredited as follows:

7.3.1. Economic and financial solvency:

In order to be admitted to the procedure, companies must prove that in the whole of the last three years they have accumulated a minimum turnover equal to or greater than € 250,000, VAT excluded.

The accreditation of this solvency requirement by the proposed successful bidder will be carried out by providing the annual accounts, or similar documentation, approved and deposited in the corresponding Registry.

7.3.2 Technical solvency:

In order to be admitted to the procedure, companies must prove that in the last three closed years they have carried out research work in the field of energy or chemistry for a contractual or subsidized amount equal to or greater than € 250,000, VAT excluded.

The accreditation of this solvency requirement by the proposed successful bidder will be carried out by providing the certificates of good execution signed by the target entity of the research services.

In the certificates to be issued by the recipients of the research service that is intended to assert technical solvency, the following elements must be stated: a) Amount of the works, b) Detail of the object of the investigation, c) Name of the client or entity, d) Year of execution and e) Signature of the client or entity.

7.4. Joint participation of companies and/or entities

In this tender, groups of companies and/or entities that formally agree to joint participation may participate.

In case of joint participation, bidders must indicate in their proposal this circumstance, and must provide a formal commitment document between companies/entities in which they indicate what the distribution of tasks between the entities will be in case of being awarded their candidacy.

In this commitment, the company or entity responsible for IQS must also be identified.

For the purposes of liability against IQS, there will only be one company or entity responsible, which will be with whom IQS will formalize the contract, and who will be enabled to invoice. Therefore, although the proposal contemplates a grouping of companies, in front of IQS only one of the companies will be responsible for all the works.

8. Publicity

The notice of invitation to tender shall be published in the *Official Journal of the European Union* and on the website of IQS.

The bases will be published on the IQS website, together with all the documentation of the tender dossier.

However, as the tender procedure progresses, all the documentation generated in the processing of the dossier will be published on this website.

IQS web address where to obtain the information and where the updates and news related to the dossier will be published will be as follows:
<https://techtransfer.iqs.edu/en/projects/eurofusion>

The three envelopes will be presented by email at the following address:
techtransfer@iqs.url.edu, in the terms described at point 9.2 of these bases.

The contract will also be published in the *Official Journal of the European Union* and on the IQS website.

9. Submission of proposals

9.1. Format and place of presentation:

The proposals shall be submitted in digital format, through three files/envelopes that must be presented in the format of three different pdf documents.

The contents of the three files will be as follows:

Envelope/File	Documentation to be incorporated
Envelope 1 – General documentation	<ul style="list-style-type: none"> - Deed or documentation proving the constitution of the company or entity. - Declaration of Responsibility regarding the acceptance of the rules, the provision of the capacity and solvency required, and the veracity of the data indicated in the proposal. A proposal model is attached to Annex I of the bases. - Commitment to provide a guarantee in the event of being the successful tender, meet deadlines, assignment of intellectual and/or industrial property rights, and submission to the courts of Barcelona. A model of commitment is attached to annex II of the bases.

<p>Envelope 2 – Proposal evaluable by subjective criteria</p>	<p><u>Technical proposal</u>, which must develop the following points:</p> <ul style="list-style-type: none"> - Methodology and work plan. - Detail of the contents of the documents to be delivered. - Timeline and proposal of delivery times. - Quality plan that will be used to guarantee quality and to guarantee compliance with the time milestones set in the rules.
<p>Envelope 3 – Proposal evaluable by objective criteria or formulas</p>	<ul style="list-style-type: none"> - Economic offer and other criteria automatically valuable in accordance with the model of Annex II of the bases. - Documentation proving the experiences declared.

In the event of not being able to unite all the documentation to be presented in the same envelope in the same PDF file, more than one PDF document may be submitted for each envelope.

The PDF documents presented must identify in their title the following data:

- Identification of the company or entity that presents it.
- Identification of the envelope number (1, 2 or 3).
- Identification of the content of the envelope (general documentation, proposal evaluable by objective criteria or proposal evaluable by automatic criteria).

Each envelope must be presented encrypted, with a password that protects access to it, so that IQS cannot access its contents until the immediately preceding envelope is opened.

In case of presenting more than one PDF document in any of the envelopes, all PDF documents submitted must be encrypted.

Thus, once the deadline for the submission of proposals has ended, IQS will request by email to the tenders, who have submitted a proposal, the password of the envelope 1.

Once the documentation of envelope 1 has been evaluated, IQS will determine which tenders are admitted to the procedure, and then the tenders will be asked to provide the password for the envelope 2.

Once the content of envelope 2 has been evaluated, the result of the scores obtained for each of the tenderers shall be published. Once the proposals have been evaluated and once published on the web and the tenderers have been notified of the scores of envelope 2, the admitted participants will be asked for the password of envelope 3.

In no circumstances may tenderers send the password of PDF files before being required to do so.

Password requests will be sent to the email addresses through which tenderers have submitted their proposals, and/or through those indicated in the filing email.

9.2. Place for the submission:

The three envelopes will be presented by email at the following address:
techtransfer@iqs.url.edu



9.3. Deadline for the submission of tenders:

The deadline for submitting tenders will be May 23, 2022.

Proposals submitted after the deadline will not be accepted, unless exceptional circumstances are accredited that prevent their submission within the deadline.

9.4. Language of submission of proposals:

Tenderers have to submit their proposals in English.

9.5. Consultations to the technical and legal content of the bases:

Tenderers may make queries to IQS about the content of the technical bases and the content of the legal and administrative bases at the email address indicated in point 9.2. Consultations must be submitted as early as possible, and at most five days before the presentation of proposals.

In case of queries made within the period indicated in the previous paragraph, IQS will provide an answer in the maximum of three days before the deadline set for receiving offers. Regarding the queries made after the period indicated in the previous paragraph IQS does not commit to its response.

The queries and responses will be public and will be published on the website to follow the tender dossier.

9.6. Consequences of the submission of proposals

The proposals will be secret and their submission implies full and unconditional acceptance by the tender of the content of these bases, as well as the technical bases and the rest of the documentation that appears in the tender dossier and that is subject to publication, without any reservation.

However, by submitting the offers, tenderers fully and unconditionally accept that the notification and communications mechanism between IQS and bidders will be email.

Failure to submit any of the documents required in this dossier or failure to comply properly with the proposition form may be grounds for the immediate inadmissibility of the proposal, if this lack of formality entails the failure to provide the requested information or entails an inequality between participants.

10. Content of proposals

ENVELOPE 1: GENERAL DOCUMENTATION
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10.1. The documentation to be included in envelope 1 is that corresponding to the general documentation.

The envelope will carry the mention "Envelope 1 - General documentation - *Company name*". It must be signed by the bidder or by the person representing the company indicating the name and surnames or company name and NIF of the company.

- Deed or formal document of constitution that proves the ability to work of the company or entity

In envelope 1, the document that formally accredits the constitution of the company or

entity that is presented in the call must be incorporated. The document presented must state the corporate purpose of the company or entity, for the purposes of verifying whether it can provide services or activities of scientific development.

- Declaration of Responsibility

Bidders must include in envelope 1 corresponding to the general documentation a declaration of responsibility in which they show that the company:

- 1) is validly constituted and that in accordance with its corporate purpose can be submitted to the tender,
- 2) that the signatory of the proposal has due representation to submit the proposal and the statement issued,
- 3) that meets the economic and technical solvency requirements required in this tender,
- 4) that knows each and every one of the technical, legal and administrative obligations established in the regulatory bases of this contract, and
- 5) that all the information and statements contained in the proposal presented are real and adjusted to reality.

Together with the foregoing, bidders must designate the e-mail/s to receive notifications derived from the file

The responsible declaration indicated will be filed following the form of **Annex I** which is attached to the present Bases.

- Commitment document to comply with the obligations arising from being awarded the contract

Bidders must include in Envelope 1 corresponding to the general documentation a declaration in the form of a commitment in which they state that the company or entity undertakes in the event of being awarded the contract to:

- 1) constitute an endorsement in accordance with the provisions of clause 16 of these bases,
- 2) comply with all the technical, legal and administrative obligations established in the regulatory bases of this contract,
- 3) to meet the delivery times established in clause 6 of these bases, or the delivery times offered in their proposal if they are lower,
- 4) to assign the intellectual and industrial property rights derived from the work of execution of this contract to IQS in the terms established in clause 27 of these bases, and
- 5) to submit to the courts and tribunals of Barcelona in case of discrepancy.

The commitment indicated will be presented following the model of **Annex I** that is accompanied by these bases.

10.2. The provisional guarantee provision is not required to attend the tender of this contract. Only the company awarded the contract must constitute a guarantee in the terms established in clause 16 of these bases.

10.3. The contribution of the documentation justifying compliance with the economic and technical solvency requirements must be made only by the bidder who obtains the highest score for having presented the best offer based on the best value for money. This documentation will be provided prior to the award of the contract, that is, once it is determined that it is the one that has obtained the highest score, but before awarding and formalizing the contract.

However, IQS may ask candidates or bidders to submit all or part of the supporting documents of any end established in the bases, when they consider that there are reasonable doubts about the reality or reliability of the declaration responsible for compliance with the requirements, when necessary for the proper development of the procedure and, in any case, before awarding the contract.

<p style="text-align: center;">ENVELOPE 2: TECHNICAL PROPOSAL REGARDING THE CRITERIA TO BE ASSESSED SUBJECTIVELY</p>

The documentation to be included in envelope 2 is that corresponding to the proposition to be evaluated through the subjective criteria.

The envelope will carry the mention "Envelope 2 – Technical proposal regarding the criteria to be assessed subjectively – *Name of the company or entity*". It must be signed by the bidder or by the person representing the company indicating the name and surnames or company name and VAT number of the company.

In their technical proposal, bidders must develop a presentation of the characteristics and research activities of the company/entity, as well as formulate a proposal for all the headings that constitute the criteria to be evaluated subjectively, and that are described in clause 12 of these specifications.

According to the above, the technical proposal must detail the following points:

1. Presentation of the company/entity
2. Methodology and work plan.
3. Detail of the content of the documents to be delivered that develops everything established for each phase and document in the technical bases.
4. Timeline and proposal of delivery times.
5. Quality plan that will be used to guarantee quality and to guarantee compliance with the time milestones set in the bases.

The documentation to be provided in envelope 2 will be assessed according to the criteria subject to value judgment.

Zero points will be awarded in those criteria and/or sub-registers when:

- Its content and writing are confusing and do not allow to know exactly the content and scope of the offer.
- Contain errors and/or contradictions.
- When the content and wording is not deducted what the bidder's offer is and does not allow its technical assessment to the Bureau.
- If when IQS revises the content deduces that it is an undifferentiated, generic offer or corresponding to other contracting procedures or other administrations or entity, and consequently does not adjust the offer to the technical characteristics of the center object of the contract.

In the technical proposal, **information that is likely to be evaluated by automatic criteria cannot be advanced**. That is, bidders must submit their technical proposal without indicating if they have experience or if they have participated in any of the projects that are identified as positively evaluable experiences in the automatic award criteria described in clause 12 of these Bases.

**ENVELOPE 3: PROPOSAL RELATIVE TO THE CRITERIA
TO BE EVALUATED USING AUTOMATIC FORMULAS**

The documentation to be included in envelope 3 is that corresponding to the economic offer and the proposal to be evaluated automatically.

The envelope will carry the mention "Envelope 3 – Economic offer and proposal regarding the criteria evaluable automatically – *Name of the company or entity*". It must be signed by the bidder or by the person representing the company indicating the name and surnames or company name and NIF of the company.

The economic offer and the proposal by automatically evaluable criteria must be formulated in accordance with the model that accompanies these Bases as **Annex III**.

With regard to the economic offer, within the price offered, all kinds of expenses, arbitrations or necessary fees that arise due to the Contract and its correct execution will be considered included. The price offered must include breakdown of the current Value Added Tax, if applicable.

Offers that present a global amount greater than the maximum amount set in this tender (€ 250,000, VAT excluded) will be excluded.

Within envelope 3, bidders must also provide the set of documentation proving compliance with what is eventually declared towards the evaluable criteria automatically. That is, they must provide the documentation proving that experience in declared projects, and that proves, if declared, the transnational nature of the company or entity.

11. Intervening IQS bodies

11.1. These bases will be approved by part of the IQS body that within its bylaws is responsible for contracting powers with third parties: the President of the Board of Trustees of the IQS Foundation.

The competent body for the contracting will decide on the score of the proposals once the auxiliary body for the processing and assessment has processed the procedure. It will also be responsible for the classification of the proposals, the resolution of awarding the procedure and, finally, will be the competent body of IQS to formalize the contract.

11.2 The competent body for contracting will be assisted by a **contracting committee** that will be competent for the processing of the procedure and for the valuation of the offers.

The composition of the Contracting Committee, the auxiliary body, is as follows:

President:

- The Managing Director of IQS

Vocal:

- The Director of Administration of IQS
- The Director of IQS Tech Transfer.
- The Principal Investigator of the Eurofusion project at IQS

11.3. Once the deadline for submitting proposals has ended, IQS will request the sending



of the passwords of the documents in envelope 1.

The Contracting Committee will qualify the general documentation (Envelope 1), presented in the established period and in the appropriate manner, and will automatically exclude those bidding companies that do not provide all the required documentation or that do not prove the capacity and / or solvency requested.

However, in the event that the Contracting Committee observes defects or amendable omissions in the documentation submitted, it must notify the affected bidders to correct or amend them, in front of the Contracting Committee itself, within three days of notification of the requirement.

Once the defects in the documentation contained in envelope A have been corrected, the committee will evaluate and determine the companies admitted to the tender and those excluded, as well as, where appropriate, the causes of exclusion. The Bureau may request the clarifications needed from the bidding companies on the documentation provided, or require documentation in case of doubt, in order to guarantee the correct continuity of the procedure. In this case, bidders will have a period of five calendar days to submit the required documentation.

11.4. Once the Contracting Committee has decreed admission, amendments or exclusions, IQS will request the sending of the passwords of envelopes 2.

The Contracting Committee will proceed to the opening of the evaluable proposals by means of criteria subject to value judgment (Envelope 2). Then the Bureau will proceed to the evaluation and punctuation of the proposals according to the criteria subject to value judge judgment; to carry out the assessment, it may commission, if it considers it appropriate, the drafting of the relevant reports to some members of the committee or to third parties' experts in the matter within the structure of IQS.

The issuance of the technical report and the assessment and punctuation by the Committee of the proposals will be carried out in any case prior to the opening of the envelope containing the evaluable documentation by means of automatic criteria.

Once the Contracting Committee has evaluated the technical proposals, the results will be published on the tender website. At the same time, it will proceed to ask the bidders for the password of envelope 3. In this shipment, the bidders will also be informed of the scores obtained with respect to envelope 2.

11.4 Once all the passwords have been received, the Contracting Committee will proceed in a private session to open the propositions to be evaluated automatically (on C).

The Contracting Committee may request and admit clarification or correction of errors in offers when they are of a material or formal nature, not substantial and do not prevent knowing the meaning of the offer. Clarification or correction of errors in bids will only be allowed as long as they do not involve a modification or specification of the offer, in order to guarantee the principle of equal treatment between bidding companies.

The existence of errors in the economic propositions of the bidding companies may imply the exclusion of them from the contracting procedure, when the principle of equality may be affected, in cases of errors that prevent determining in true what is the price actually offered by companies and, therefore, prevent the valuation of the offers.

11.5. The proposals included in envelope 3 that do not match the documentation examined and admitted, those that exceed the tender budget, those that substantially modify the proposition model established in this specification, as well as those that contain a manifest error in relation to the amount of the proposal, will be rejected, by means of a reasoned resolution. Likewise, those proposals in which the bidder acknowledges the error or inconsistency of the same that make it unfeasible and also those that incur in the case of an abnormally low or disproportionate offer and that its viability is not justified will be rejected.

11.6. The Contracting Committee may request the technical reports it deems necessary before formulating its award proposal. You can also request these reports when you consider it necessary to verify that the offers comply with the technical specifications of the specifications of the specifications. Propositions that do not comply with these prescriptions will not be assessed, and will be excluded.

12. Award criteria

The maximum score to be obtained in the application of the award criteria will be **100 points**, disaggregated as follows:

- Criteria to evaluate automatically: **50 points**
- Criteria to be assessed by means of a value judgement: **50 points**

12.1 Criteria for automatic assessment

The automatic assessment criteria may reach a maximum of **50 points** and are as follows:

1. Valuation of the economic offer: up to a maximum of 25 points, distributed as follows:

$$P_v = \left[1 - \left(\frac{O_v - O_m}{IL} \right) \times \left(\frac{1}{M} \right) \right] \times P$$

- * P_v = Score of the tender to be evaluated
- P = Economic criterion points
- O_m = Best Offer
- O_v = Tender to be evaluated
- IL = Tender amount
- M = Modulation factor

The maximum score that tenderers can get is 25 points. In this sense, the highest score will be awarded to the company that has offered a lower amount and the rest of the companies will be awarded a proportional score with respect to the most economical company according to the following linear formula with modulation factor:

The references appearing in the table are the definition of each element of the formula.

It is adopted a modulation factor= 1.

This formula allows, on one hand, to assess the reduction in the tender budget submitted by each bidder and, on the other hand, to discourage the presentation of offers with a significant price reduction. IQS's intention is, while still assessing the price of the service, to give a relevant weight to the qualitative part of the award criteria, with the unequivocal purpose of contracting through this procedure a high-quality service with a greater guarantee of success.

The tender must propose their economic offer following the model listed in Annex III "Economic Proposition Model" of the bases. The amount of the economic offer shall not exceed the maximum tender budget (VAT excluded); any offer that exceeds the maximum budget (€250,000, VAT excluded) will be excluded.

2. Experience in the development of projects with 6Li: up to a maximum of 8 points distributed as follows:

The experience that companies, through professionals who intend to assign to the execution of the contract, will be valued in relation to the development of projects related with 6Li.

It is considered that having experience in projects related with 6Li allows to have a knowledge of the product market and a capacity to establish manufacturing and supply routes that further ensures the success of the service.

In this way, the proposal that presents the greatest number of experiences in the development of projects with 6Li will be assigned the highest score, and the rest of the proposals will be evaluated proportionally directly to the number of experiences declared in relation to those submitted by the tender that presents the greatest number.

To obtain the score in the criterion, tenders must present that documentation (certificates issued by the client, invoices or contracts) that allows the IQS to verify that the work has been effectively provided.

Together with the foregoing, tenderers must fill in the following table in their proposal:

Name of the project / work with 6Li	Professional intervening	Customer	Detail of the tasks carried out	Year of execution

(add as many rows as experiences are declared)

3. Experience in *Manufacturing material batches facing QA*: up to a maximum of 8 points distributed as follows:

The experiences that companies, through professionals who intend to assign to the execution of the contract, have towards *Manufacturing material batches facing QA* will be valued.

It is considered that participating in this type of experience allows to have a greater guarantee of success of the service, since professionals will have the *know-how* when addressing services.

In this way, the proposal that presents the highest number of experiences in *Manufacturing material batches facing QA* will be assigned the highest score, and the rest of the proposals will be evaluated proportionally directly to the number of experiences declared in relation to those submitted by the tender that presents the greatest number.

To obtain the score in the criterion, tenderers must present that documentation (certificates issued by the client, invoices or contracts) that allows the IQS to verify that the work has been effectively provided.

Together with the foregoing, tenderers must fill in the following table in their proposal:

Project name / manufacturing work material batches facing QA	Professional intervening	Customer	Detail of the tasks carried out	Year of execution

(add as many rows as experiences are declared)

4. Experience in LLE-forms (LLE, 6LLE) Material Production and Qualification Plan (MPQP): up to a maximum of 4.5 points distributed as follows:

The experiences that companies, through professionals who intend to assign to the execution of the contract, have towards LLE-forms (LLE, 6LLE) Material Production and Qualification Plan (MPQP) will be valued.

It is considered that having designed material production and qualification plans in LLE forms allows to have a greater guarantee of success of the service, since the professionals have already had to know the possible problems - and the way to solve them - that can appear in the development of a service like the one contracted in this file.

In this way, the proposal that presents the greatest number of experiences in LLE-forms (LLE, 6LLE) Material Production and Qualification Plan (MPQP) will be assigned the highest score, and the rest of the proposals will be evaluated proportionally directly to the number of experiences declared in relation to those submitted by the tender that presents the greatest number.

To obtain the score in the criterion, tenderers must present that documentation (certificates issued by the client, invoices or contracts) that allows the IQS to verify that the work has been effectively provided.

Together with the foregoing, tenderers must fill in the following table in their proposal:

LLE-forms project name /work (LLE, 6LLE) Material Production and Qualification Plan (MPQP)	Professional intervening	Customer	Detail of the tasks carried out	Year of execution

(add as many rows as experiences are declared)

5. Experience in work with LLE-forms (LLE, 6LLE): up to a maximum of 4.5 points distributed as follows:

The experiences that companies, through professionals who intend to assign to the execution of the contract, have towards the development of work with LLE-forms (LLE, 6LLE), will be valued.

It is considered that having worked with LLE-forms allows to have a greater guarantee of success of the service, since professionals already know the possible problems - and how to solve them - that can appear in the work of these ways.

In this way, the proposal that presents the greatest number of experiences in work with LLE-forms (LLE, 6LLE) will be assigned the highest score, and the rest of the proposals will be evaluated proportionally directly to the number of experiences declared in relation to those submitted by the tender that presents the greatest number.

To obtain the score in the criterion, tenderers must present that documentation (certificates issued by the client, invoices or contracts) that allows the IQS to verify that the work has been effectively provided.

Together with the foregoing, tenderers must fill in the following table in their proposal:

Work name with LLE-forms	Professional intervening	Customer	Detail of the tasks carried out	Year of execution

(add as many rows as experiences are declared)

12.2 Criteria to be assessed through a value judgment

The evaluation criteria subject to a value judgment may reach a maximum of **50 points**, distributed as follows:

- Methodology and work plan: 20 points.
- Detail of the contents of the documents to be delivered: 10 points.
- Timeline and proposal of delivery times: 10 points.
- Quality plan that will be used to guarantee quality and compliance with the deadlines set out in the bases or in the timeline: 10 points.

1. Methodology and work plan: up to a maximum of 20 points.

In the development of their work, tenderers are obliged to comply with the provisions of the technical bases. In their technical proposals, tenderers will have to explain how they will develop the works, being able to provide procedural improvements with respect to what is indicated in the technical bases.

Within the framework of this criterion, tenderers must describe the methodology and approach to be applied for the execution of the work covered by the contract.

In the proposal, tenderers must describe:

- Actions to be carried out prior to the start of the tasks.
- How they will carry out the tasks.
- The team to be assigned to the execution of the tasks, indicating the training with reference to the professional profiles that will be assigned, but not indicating the

experience or identifying the professionals (since the experience is evaluated automatically).

- The distribution of tasks among professional profiles.

In this proposal, tenderers will not be able to identify those experiences that are susceptible to evaluation according to the automatic criteria. If tenderers incorporate it, it will not be taken into account for the evaluation of proposals.

2. Detail of the contents of the documents to be delivered: up to a maximum of 10 points.

In accordance with the instructions of the Technical Bases, and on the basis of the content of the documents to be delivered that the contractor should develop, in this criterion the tenderers must describe and develop the proposed content, structure and details of the documents to be delivered to IQS within the framework of the execution of the contract.

In the proposal, tenderers must describe for each of the documents to be delivered:

- Internal structure of the documents to be delivered.
- Content that is intended to develop for each of the documents to be delivered from each work package.
- Annexes that are intended to be incorporated into the documents to be delivered.

3. Timeline and delivery times: up to a maximum of 10 points.

In this criterion the tenderers will have to present a work plan consisted of a detailed bar chart (GANTT), developing the tasks included in the object of the contract and detailed in the Technical Bases, with the evaluation of the duration of all phases and operations to be carried out, relating them with their situation in time, with the expression of partial and total deadlines. It will be valued if the expression of the precedence and the critical path are proposed.

The delivery times indicated in the Bases may not be extended, and the reductions in deadlines must be justified from the point of view of quality assurance.

The schedule proposed by the successful tenderer shall become contractual, for compliance purposes. The proposed term of execution will be considered contractual, so its subsequent non-compliance will give rise to the corresponding penalties.

It will be valued that the work plan includes all the necessary actions, its level of detail, the feasibility in the specified precedences and its coherence with the means provided and the calculated yields, and with the memory of the process of execution of each aspect treated, in relation to the achievement of the term and taking into account the characteristics and purposes of the contracting.

The best score will be given to the most favorable offer in all these aspects.

All other offers will be scored proportionally. Non-relevant information will not be assessed. Proposals of term that reduces the total time of execution of work and changes in the planning that are not justified with solidity will not be valued.

4. Quality plan that will be used to guarantee quality and compliance with the deadlines set out in the bases or in the timeline: up to a maximum of 10 points.

In this criterion, tenderers must detail which Quality Assurance plan they will use in the execution of the contract. To this end, they must detail the mechanisms that ensure a high level of quality.

The following will be considered as advantages:

- The mechanisms proposed at the beginning of the contract, those proposed to apply once the execution has begun, and those proposed at the time of termination of the contract to ensure the exact fulfillment in time and form.
- A proposal to perform an audit or internal control that allows the identification of non-optimal quality levels or deviations.

A higher score will be awarded to that proposal that presents a set of mechanisms that allow IQS to have a greater guarantee of success in hiring.

Valuation parameters of all subjective criteria

In general, for each of the concepts of the subjective assessment, the following criteria will be taken into account, applying in each case the most appropriate ones:

- Quantitative and qualitative precision of the technical and organizational proposal. The proposals with the higher score will be those in which, in the best way possible, can be identified quickly and without doubt the individual fulfillment of the purposes and results indicated in the Technical Bases, the development of the phases and processes, the deadlines for execution and the possible improvements of these.
- Feasibility and capacity. In order to have a greater guarantee of success in hiring, will assess with a better score the proposal that best allows to adapt to the needs of IQS in delivery times. For this purpose, the proposal presented by a bidder with greater capacities made available to IQS will be assessed with a higher score, and that proposal that presents greater guarantees of feasibility.
- Achievement of results. It will be valued with the best score the proposal that most demonstrates the understanding of the requested characteristics and the results to be achieved, provides more elements to help change management and better knows how to identify uncertainties and provides more and better solutions.
- Exemplification. In their proposal, the bidding companies will have to provide those examples of documents or problems that they have or in which they have found, in order to show what the way to execute the contract against vicissitudes, and to test at the time of the presentation of proposals what could be the result to be achieved in the development of their tasks.
- Quality, efficiency and effectiveness. It will be valued that the proposal is focused on obtaining the purpose of the contracting. In this way, it will be evaluated with a better score that proposal that best explains how it will reach the solution to deliver and that offers mechanisms of follow-up and quality assurance in the development of the works.
- Methodologies and procedures. The proposal in which the methodologies to be used in the development of the project facilitates greater agility and quality assurance in order to obtain results as soon as possible, will be valued with a better score.

- Information that is not relevant and does not add value to the contract will not be valued, as well as the information that involves a simple repetition or reiteration of the minimum requirements or services foreseen in the Technical Bases.

13. Offers with abnormal or disproportionate values

The economic offers will be susceptible to be classified as abnormal or disproportionate if they incur any of the following cases:

1. When, in the event of a bidding company, the price offered is less than the base bidding budget in more than 15 percentage units.
2. When there are two bidders, the one that is less than 10 percentage units in the other offer.
3. When there are three bidders, those that are less than 5 percentage units to the arithmetic average of the offers submitted. However, for the calculation of this average, the offer that is of a higher amount must be excluded when it is higher than 5 percentage units to the average. In any case, the drop of more than 15 percentage units is considered disproportionate.
4. When there are four or more bidders, those that are less than 5 percentage units to the arithmetic average of the offers submitted. However, if among these there are offers above the average in more than 5 percentage units, a new average must be calculated only with offers that are not in the indicated case. In any case, if the number of other offers is less than three, the new average must be calculated on the three smaller bids.

In the event that any of the offers can be considered abnormal or disproportionate, the Contracting Committee may decide to request the necessary information in order to determine whether the economic offer cannot be fulfilled as a result of the inclusion of abnormal or disproportionate values in relation to the provision and must be excluded, or on the contrary the offer is viable and must be taken into account.

In this way, the Contracting Committee, facing an offer with abnormal or disproportionate values, will decide whether it is appropriate to demand its justification. In the event that the request for justification of the offer is agreed, the Contracting Committee itself **will ask the bidder in writing for** the precisions it deems appropriate on the economic offer and the relevant justifications. The bidder will have a maximum period of two (2) working days, counting from the date of receipt of the application to present the justifications in writing and precisely the conditions of their offer.

Once this period has elapsed if the Contracting Committee does not receive the justifications, it will be considered that the proposal cannot be fulfilled and, therefore, the bidder will be excluded from the selection procedure.

If, on the contrary, the justifications are received within the aforementioned period, the Contracting Committee will examine the corresponding documentation in order to decide, or the acceptance of the offer, so that it can be taken into account for all purposes to resolve the awarding of the contract, or the rejection of said offer.

14. Tie-breaking criteria

In cases of a tie in the scores obtained by the tenders, preference in the award shall be given, in this order:

1. In the case of a tie regarding the most advantageous proposition, the bidder who has the highest percentage of permanent workers with disabilities in their workforce has preference in the awarding of the contract.
2. The proposal presented by companies that, on expiry of the deadline for submitting offers, have a gender equality plan.

The documentation proving the tie-break criteria referred to in this section should be provided by the bidders at the time of the tie, and not previously.

If, despite the application of these additional award criteria, the tie persists, a draw will be made.

III. AWARD AND FORMALIZATION OF THE CONTRACT

15. Award of the contract

15.1. Once the offers have been assessed, the Contracting Committee will classify them in decreasing order and, subsequently, will send the corresponding award proposal to the contracting authority.

The proposal for the award of the Contracting Committee does not create any right in favor of the bidding company proposed as a successful bidder, since the contracting authority may step aside as long as motivates its decision.

15.2. Once the proposal of the Contracting Committee has been accepted by the contracting authority, the contracting authority will require the bidder who has submitted the offer with a better value for money so that, **within seven (7) working days** from the day following the one in which the request has been received, present the necessary documentation for the award.

The documentation necessary for the award will be as follows, provided that it has not been provided within any of the envelopes presented:

1. Corresponding documentation proving the ability to act and legal personality.
2. Documents proving the representation and legal personality of the signatories of the offers.
3. Documentation proving economic, financial and technical solvency.
4. In the case of companies in Spain, documentation proving compliance with tax obligations and obligations to social security:
5. Document proving the constitution of the definitive guarantee, in accordance with the provisions of clause 16 of this Sheet.

15.3. In case of joint presentation of companies, the previous documentation relating to points 1, 2 and 4 must be submitted by all companies. The documentation of points 3 and 5 may be presented by a single company, or it may be presented jointly provided that together the solvency and definitive guarantee thresholds established in these specifications are reached.

15.4. Once the documentation has been provided by the bidder who has presented the best offer the required documentation, it will be qualified. If it is observed that in the documentation presented there are defects or errors of an amendable nature, it must be communicated to the affected companies so that they can be corrected or corrected within a maximum period of 3 working days.

15. 6 In the event that the bidder does not present the required documentation within the established period, it may be understood that the bidder has withdrawn their offer, in which case the same documentation will be requested from the following bidder, in order in which the offers have been classified.

15. 7. Once the award has been agreed by the contracting authority, in a reasoned resolution, it must be notified to the bidders and published on the website enabled by this tender.

15. 8. The tender will not be declared void if there is any proposition that is admissible in accordance with the criteria listed in this sheet. The declaration, where appropriate, that this procedure has been deserted will be published in the contractor's profile.

15. 9. IQS may at any time renounce to sign the contract before the contract is formalized, without being generated any type of liability or obligation of compensation for damages.

16. Definitive guarantee

16.1. The company proposed as a successful bidder must constitute a definitive guarantee to be provided to IQS in the form of a guarantee that ensures the correct execution of the contract for an amount corresponding to 20% of the final price offered, VAT excluded.

16.2. The definitive guarantee will be provided through a bank guarantee, provided by one of the banks, savings banks, credit cooperatives, financial credit establishments or authorized reciprocal guarantee companies.

The guarantee to be provided must be made following the model incorporated as Annex III in these bases.

The guarantee to be provided must expressly exclude the benefit of exclusion of the article 1,830 of the Spanish Civil Code.

The original guarantee must be physically delivered to the headquarters of IQS, that is, the original one must be delivered to IQS before the contract is formalized.

16.3. In case of presentation of a joint offer between different companies, the definitive guarantee can be constituted by one or more of the participating companies, provided that together it reaches the amount required in section 20.1 and all the members of the joint offer respond in solidarity.

16. 4. The definitive guarantee is responsible for the following concepts:

- Possible penalties imposed on the contractor for infringements committed during the period of execution of the contract, in accordance with the provisions of clause 23 of these Bases.
- Successful execution of the tasks subject to the contract. In this sense, the guarantee will be liable for the possible damages that for IQS generates an incorrect execution of the contract: if the contractor does not develop the documents to be delivered under conditions of approval by the competent community institutions, IQS will not obtain the subsidized funds assigned to the tasks it has in charge, so that an execution of the contract will not cause damages to IQS that must be assumed by the contractor, since this contract is an obligation of result, it is not a contract of obligations merely of means.

- Seizure in the event of a unilateral termination of contract by the contractor.

16.5. The warranty period will end one year after the last delivery has been made.

Once the warranty period has ended, if there is no liability on the part of the contractor, it will be cancelled and the definitive guarantee will be returned.

16. 6. When the penalties or indemnities required by the contractor are effective on the guarantee, the latter must replace or extend the guarantee, within the corresponding amount, within fifteen days of the execution.

17. Formalization

17.1. The contract will be perfected with its formalization through a joint document between the parties.

17.2. In the document of formalization of the contract, the terms of the Bases and the terms in which the award has been made may not be altered, and it can be formalized in public deed when requested by the contractor. In this case, it will bear the expenses arising from its granting.

Simultaneously with the formalization of the contract, the successful bidder will also sign, in the same act, these Legal and Economic Bases and the Technical Bases that govern the contract.

17. 3. The contract will be formalized within five calendar days after the notification of the awarding decision is sent to the bidding companies.

17. 4. If the contract cannot be formalized for reasons attributable to the contractor, IQS will demand the amount of three percent of the award price, VAT excluded, as a penalty, that will be effective against the definitive guarantee, if it has been constituted, or in the absence of definitive guarantee by means of a formal requirement of responsibility to the contractor.

17.5. The formalization of the contract is an essential requirement to be able to initiate the execution of the contract.

17.6. The announcement of formalization will be published on the website of the tender and in the *Official Journal of the European Union*.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

18. Obligations of the contractor

The successful bidder has the following obligations:

1) To provide the service in the manner and in the terms indicated in these Bases, in the Technical Bases, and in accordance with the uses and professionalism required of a research service.

2) Have sufficient technical and economic organization to be able to adequately provide the service. Make available to the service all the material, utensils, machinery and all the necessary elements to guarantee the correct execution of the service.



- 3) Directly exercise the provision of the service under the conditions contained in the offer, without the possibility of outsourcing or transferring it without the prior consent of IQS.
- 4) Appoint a representative duly accredited by the successful bidder to channel the relationships derived from the service, as well as an institutional contact, a salesperson, a technician and a billing one.
- 5) Commit to take all the necessary measures, and to have the appropriate means for the optimal provision of the service object of this contract, and to control its quality, assuming at its expense the auxiliary means of special characteristics that may be necessary for the development of its task.
- 6) Comply with labor obligations, with the Social Security Institute, in matters of occupational risk prevention and tax obligations imposed by the regulations at all times.
- 7) Provide IQS with the nominal list of professionals who will intervene in the contracted activity, indicating the assigned functions and the technical staff that are intended to be assigned to the contract. This documentation must be updated as long as the workers vary.
- 8) The contractor must comply with the partial implementation periods indicated in the Bases.
- 9) Make all the presentations to those responsible for IQS that are necessary so that they can have a direct and immediate knowledge of the results of the works.
- 10) Comply with the partial deadlines set.
- 11) Any other obligation that corresponds to it legally.

19. Modification of the contract

The contract may only be modified by the contracting authority for reasons of project interest in the event that causes outside the contractor's control make it necessary, always in order to achieve a successful result. The evaluation of the existence and origin of the causes beyond the contractor's control that may give rise to the modification will in any case fall on IQS.

V. PROVISIONS RELATING TO THE EXECUTION OF THE CONTRACT

20. Execution of the contract

The contract will be executed subject to the provisions of its clauses and specifications and in accordance with the instructions for its interpretation given to the contractor by the contracting authority.

21. Control in the execution of the contract

IQS will carry out the inspection, verification and surveillance for the correct realization of the contract and may dictate the appropriate instructions for the correct fulfillment of the same in the terms of this Sheet and that of technical prescriptions.

22. Responsible for the contract

IQS appoints Dr. Jordi Abellà as the contract manager, who will be assigned the following functions in relation to the contract:

- a) Supervise the contractor's compliance with all contractual obligations and conditions;
- b) Coordinate the different agents involved in the contract in the event that this function specifies does not correspond to other people;
- c) Adopt the decisions and dictate the necessary instructions for the correct realization of the provision agreed;
- d) Report the level of satisfaction of the execution of the contract. In addition to all the other information and reports that the contract manager deems appropriate, it will issue a final evaluation report of the contract that will refer to different aspects of the execution of the contract, the adequacy of the design, the objectives foreseen with the contracting and the final results obtained, as well as the economic and budgetary aspects and those of a technical nature.

The instructions given by the person responsible for the contract in each of the defined areas configure the obligations of execution of the contract together with these Bases and in accordance with the Technical Bases.

23. Penalties

23.1 Below are defined the incidents or infractions that in case of realization will give rise to the imposition of penalties. Incidents are classified as very serious, serious or minor, taking into account their relevance:

Minor:

- A situation of lack of collaboration with the heads of IQS.
- Not attending to requests for information on the status of the works within two days of the request for information by IQS.
- Failure to comply with the partial execution of the benefits defined in the contract, which does not constitute a serious fault.

Serious:

- More than one situation of lack of collaboration with the heads of IQS.
- Resistance, non-compliance or neglect to the requirements or technical guidelines formulated by IQS throughout the execution of the contract.
- Failure to comply with the partial execution of the benefits defined in the contract, which does not constitute a very serious fault.
- A delay of up to three days on the delivery date set for each stage of the contract.
- The lack of delivery, in time and form, of all the information regarding the provision of the service that has been requested by IQS.
- Recidivism in the commission of minor offences.

Very serious:

- Temporary non-compliance with the provision of the service, either due to abandonment or other causes.
- Passivity, neglect and insidiousness in the realization of the service.
- Resistance to the requirements made by IQS, or its non-compliance, when it causes very serious damage to the execution of the contract.
- The use of work systems, elements, materials, machinery or personnel other than those provided for in the Specifications and in the offers of the successful bidder, if applicable, when it causes very serious damage.
- Do not make available to staff for the execution of the minimum services established.
- Very serious breach of the prescriptions relating to subcontracting.
- Misrepresentation of the benefits consigned by the successful bidder to the invoice.

- Recidivism in serious offences.
- Incorporate personnel without any knowledge in the matter.
- Delay of more than three days on the delivery date set for each stage of the contract.

23.2 The following penalties will apply to the above incidents, which will be adjusted in accordance with the severity, implications and reiteration of incidents:

- VERY SERIOUS misconduct: 10% of the amount of the contract
- SERIOUS misconduct: 5% of the amount of the contract
- MINOR misconduct: 2.5% of the amount of the contract

The application of the penalties will be made directly on the payments that IQS must make to the contractor throughout the duration of the contract.

24. Protection of personal data

In accordance with the provisions of Organic Law 3/2018, of 5 December, on the Protection of Personal Data and guarantee of digital rights, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/ CE, in which the right of information is regulated in the collection of personal data, the following extremes are recorded:

- a) The documentation required to tender in this procedure that contains personal data is necessary for participation in it.
- b) In relation to the documentation submitted by the bidders that contains personal data of natural persons (workers, technical staff, collaborators, etc.), the bidder guarantees that he has previously obtained the consent of the interested parties to provide the aforementioned information to the contracting entity in order to bid in this procedure.
- c) The documentation submitted by bidders containing personal data will be deposited at the offices of the contracting entity, located in Barcelona, Via Augusta, 390 (08017), Spain, and will be processed by the contracting entity for the qualification, valuation and comparison of the proposals of the bidders and to comply with the purposes established in the public procurement regulations that are applicable to the contracting entity. The recipients of this information will be the contracting entity itself, as well as those third parties that carry out audit tasks or those third parties that, in the execution of the contract, necessarily have to access it.
- d) The presentation of the offer and the requested documentation implies that the bidder authorizes the contracting entity to process the aforementioned information in the informed terms and, in the event that it is awarded, within the framework of the execution of the contract. The data provided will be kept for the years necessary to comply with legal obligations.
- e) Interested parties may exercise their rights of access, rectification, deletion, limitation and opposition by contacting IQS, as the entity responsible for the treatment, at the address indicated in letter c) above, attaching the documentation proving the identity and capacity of the person exercising the right. The interested party may also file a claim with the competent supervisory authority.

VI. PROVISIONS RELATING TO SUBCONTRACTING THE REVISION OF PRICES AND THE ASSIGNMENT OF THE SUBCONTRACTORS

25. Outsourcing and assignment

25.1. The contractor can arrange with other companies the partial realization of the provision object of this contract, provided that they previously notify IQS of the part that is intended to subcontract, and provided that IQS gives its agreement to this subcontracting.

The contractor must provide all the necessary information to prove that the proposed subcontractor is in a position to guarantee the correct execution of the specific provision that is intended to be commissioned. Specifically, you must indicate the part of the benefit that you intend to outsource and the identity, contact details and representative or legal representatives of the subcontractor company, sufficiently justifying the aptitude of the subcontractor to execute it by reference to the technical and human elements available to you and your experience.

If IQS does not agree with the subcontracting, it cannot be carried out by the contractor.

25. 2. Subcontractors are obliged only to the main contractor company who will assume, therefore, full responsibility for the execution of the contract against IQS, in accordance with these Bases and with the terms of the contract. The knowledge that IQS has of the contracts entered into or the authorization granted do not alter the sole responsibility of the main contractor. Subcontractors do not have direct action against IQS due to the obligations contracted with them by the contractor, as a result of the execution of the main contract and subcontractors.

25.3. This contract may not be transferred to third parties by the contractor, since its characteristics are decisive to be awarded. Notwithstanding the foregoing, in the event of subrogation or succession of the contracting entity or company, the contract will be followed with the entity or company that surrogates or successors.

26. Price review

The prices of the contract are not reviewable, so the prices offered by the bidder at the time of attending the procedure will be those that will link it throughout the execution of the contract.

27. Intellectual property derived from the execution of the contract

The purpose of this contract is to deliver a set of materials and documentation resulting from research tasks, that is, the object of the contract is to make a set of documents to be delivered within the framework of the Eurofusion project. Consequently, the tasks to be carried out by the contractor are part of this objective of development of the European project. In this sense, the contractor must transfer the intellectual property resulting from their work to the beneficiaries of the project, in accordance with the provisions of the Section Intellectual Property Rights (IPR) — Background and results — Access rights and rights of use (- ARTICLE 16) of the Grant Agreement the intellectual or industrial property rights that may be generated as a result of the investigation.

The contractor will not be able to disseminate any type of information related to the documents to be delivered without the prior authorization of IQS, since an inopportune dissemination of information related to the Eurofusion project could entail responsibilities for IQS, given the confidential nature of the development and progress of the project.

VII. PROVISIONS RELATING TO THE TERMINATION OF THE CONTRACT AND THE

JURISDICTION

28. Receipt and fulfilment of contract

28.1. Partial reception.

The delivery of the documents corresponding to each of the phases will not entail on its own the acceptance of the same. In order to understand that IQS accepts the benefits, the conformity written by IQS will be essential.

The contractor is obliged to amend everything that IQS requires within a maximum period of three days from the requirement.

Once all of the above has been completed, the partial reception will be understood to have been made, without prejudice to the provisions set out below for the final receipt of the contract.

28.2. Final reception.

This contract is a result contract, that is, it is contracted to carry out and develop a set of documents and production trials to be delivered that must be approved by the competent community institutions, so that the verification of the correctness and adequacy of the works will depend on the evaluation carried out by the recipients of the tasks commissioned to IQS within the framework of the Eurofusion project.

In this way, the final receipt of the benefits subject to this contract will not be carried out until the competent authorities determine the correction of the documents to be delivered by the contractor.

In this way, the contractor will be obliged to correct those deficiencies or make those adjustments/variations that may be necessary to achieve the approval of the documents delivered by the competent authorities.

29. Warranty period and return or cancellation of the final guarantee

29.1. The period of guarantee of the works is one (1) year and will begin to compute from the partial reception corresponding to the last stage set.

29.2. If, during the guarantee period, the existence of vices or defects in the work carried out is accredited, IQS has the right to claim from the contractor to amend them.

29.3. Once the guarantee period has elapsed, and once the deficiencies that may be warned have been corrected, or once the documents to be delivered to the amendments that may have been made by the community institutions have been adjusted, the guarantee will be refunded.

29.4. The refund of the guarantee does not exclude that the contractor is subject to compensation for damages that may be caused by the deficiency of their work that is warned after said refund.

However, the guarantee does not limit liability to its figure: the contractor will be obliged to recover the damages that their non-compliance or defective compliance entails.



30. Termination of the contract

30.1. The following are causes for termination of the contract, together with those of civil law:

- The delay of fifteen days at the start of the benefits from the date of entry into force of the contract.
- Failure to comply or comply with the conditions of execution of the contract established in these Bases and in the Technical Bases .
- The manifest technical disability or negligence, proven, in relation to the development of the tasks object of this contract.
- The negative or manifest resistance of the successful bidder to conform to the instructions made by IQS in order to adjust the contract to their needs.
- Repeated non-appearance at work meetings.
- Failure to comply within the partial periods that may be established within a period of more than two weeks.
- The omission of information and any attitude or negligence that may affect the development of the contract or that may affect the validation of the work by the competent authorities.
- Haver outsourced some work to other companies participating in this tender without the authorization of IQS.
- Not having kept due reservation with respect to data or background that are not public or notorious and that are related to the object of the contract, of which you have been aware of the contract.
- Failure to comply with the partial execution of the benefits defined in the contract when it causes very serious damage.

30.2. In the event of termination of the contract attributable to the contractor, it will be subject to compensation for the damages caused by this fact.

31. COMPETENT JURISDICTION

With the presentation of their offer, the bidders and the future contractor expressly waive any jurisdiction that may correspond to them with respect to the judicial or extrajudicial resolution of disputes arising from the procedure or execution of the contract, expressly submitting to the Courts and Tribunals of the city of Barcelona.

Barcelona, on the date of signing.

The President of the Board of Trustees
Institut Químic de Sarrià CETS Fundació Privada



Annex I. Responsible declaration form (Envelope 1)

Mr./Mrs..... with residence (for notification purposes) to in the street..... number....., as a of the company , with NIF or VAT number, aware of the conditions and requirements required to be awarded "INDUSTRIAL SUBCONTRACTING FOR PRODUCTION AND CHARACTERIZATION OF Pb-16Li ALLOY (PRODUCTION TRIAL) IN TBM (EUROfusion - IQS), CONTRACT FINANCED BY THE EUROPEAN COMMISSION UNDER THE PROJECT 101052200 – EUROfusion – EURATOM-2021-ADHOC-I" EUROfusion-IQS", declares under its responsibility:

- That has legal personality and full capacity to act, in accordance with the internal rules of the state to which he belongs.
- That the bidder as a company, nor its administrators, directors, managers and/or staff present any type of conflict of interest with respect to IQS.
- That the benefits subject to this contract are within the purposes, object or scope of activity of the bidding companies or entities, as resulting from the bylaws or their founding rules.
- That it has the required solvency, in the terms established in clause 10.3 of these bases.
- That it is in a position to prove economic and technical solvency at any time that IQS requires it for this purpose.
- That it is aware of the delivery times set for each phase of the tender, and undertakes to comply with it.
- That in the event of being the proposed successful bidder will constitute an endorsement in the terms indicated in clause 16 of the Legal and Economic Bases.
- That you expressly accept that the notifications derived from this file via email will have full validity, and for this purpose it is designated as an email address in which you want to receive the notifications and communications of this procedure the following:
- That in the event of being awarded the contract undertakes to deliver the results of the works and the intellectual property rights that may be inherent to them in the terms indicated in clause 27 of the Legal and Economic Bases.
- That the company declares its submission to the Spanish courts and tribunals of any order, for all incidents that may arise from the contract, expressly waiving its own jurisdiction.

And for it to be stated, I sign this declaration of responsibility,

(place and date)



PERSONA CIENCIA EMPRESA
UNIVERSITAT RAMON LLULL

SCHOOL OF
ENGINEERING

EUROfusion-IQS

Signature of the declarant
Seal of the bidder's company



Annex II. Proposition model for criteria to evaluate automatically.

Mr/Mrs..... with residence (for notification purposes) to in the street..... number....., and with NIF....., declares that, aware of the conditions and requirements required to be able to be awarded the contract of the "INDUSTRIAL SUBCONTRACTING FOR PRODUCTION AND CHARACTERIZATION OF Pb-16Li ALLOY (PRODUCTION TRIAL) IN TBM (EUROfusion - IQS), CONTRACT FINANCED BY THE EUROPEAN COMMISSION UNDER THE PROJECT 101052200 – EUROfusion – EURATOM-2021-ADHOC-IBA", with a file called "EUROfusion-IQS", is committed on its own behalf / on behalf and in representation of the company with TAX or VAT number to execute it strictly subject to the requirements and conditions stipulated in the specifications governing the contract, in accordance with the following conditions:

1.- Economic offer:

The company I represent undertakes to execute the contract at the following global prices and in phases:

	Amount (VAT excluded)	VAT	Total amount (including VAT)
Industrial subcontracting for production and characterization of Pb-16Li alloy (production trial) in TBM (EUROfusion - IQS), CONTRACT FINANCED BY THE EUROPEAN COMMISSION UNDER THE PROJECT 101052200 – EUROfusion – EURATOM-2021-ADHOC-IBA			

2.- Experience in the development of projects with 6Li:

The professionals who intend to assign to the execution of the contract have experiences in the development of projects with 6Li. The declared experiences are as follows:

Project name / work with 6Li	Professional intervening	Customer	Detail of the tasks carried out	Year of execution	Docs. that are provided as proof

(add as many rows as experiences are declared)

3.- Experience in the manufacture of batches of material facing QA:

The professionals who intend to assign to the execution of the contract have experiences in the manufacture of batches of material facing QA. The declared experiences are as follows:

Project name	Professional	Customer	Detail of the tasks	Year of	Docs. that
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/ manufacturing work material batches facing QA	intervening		carried out	execution	are provided as proof

(add as many rows as experiences are declared)

4.- Experience in Material Production and Qualification Plans related with forms LLE (LLE, 6LLE):

The professionals who intend to assign to the execution of the contract have experiences in Material Production and Qualification Plans related to LLE forms (LLE, 6LLE). The declared experiences are as follows:

LLE-forms project name /work (LLE, 6LLE) Material Production and Qualification Plan (MPQP)	Professional intervening	Customer	Detail of the tasks carried out	Year of execution	Docs. that are provided as proof

(add as many rows as experiences are declared)

5.- Experience in works with LLE forms (LLE, 6LLE):

The professionals who intend to assign to the execution of the contract have experiences in works with LLE forms (LLE, 6LLE). The declared experiences are as follows:

Work name with LLE-forms	Professional intervening	Customer	Detail of the tasks carried out	Year of execution	Docs. that are provided as proof

(add as many rows as experiences are declared)

(signature)
(Name, surname and position)
(Place and Date)



Annex III. Bank guarantee form (to be submitted by the proposed successful bidder before formalizing the contract)

The Bank and in its name and representation in the quality of and according to their powers by virtue of the Power of Attorney granted before the Notary of, D. with date, number of its protocol, and which claim to be entirely subsistent, constitutes a solidarity fiador endorsement of the company/entity in interest and benefit of the Fundació Institut Químic de Sarrià Centre d'Ensenyament Superior (IQS), and up to the sum of euros (...% of the amount of the Contract), in order to guarantee the exact compliance by the aforementioned company of each and every one of the obligations specified in the corresponding contract of the *"INDUSTRIAL SUBCONTRACTING FOR PRODUCTION AND CHARACTERIZATION OF Pb-16Li ALLOY (PRODUCTION TRIAL) IN TBM (EUROfusion - IQS), CONTRACT FINANCED BY THE EUROPEAN COMMISSION UNDER THE PROJECT 101052200 – EUROfusion – EURATOM-2021-ADHOC-IBA"*, with file called "EUROfusion-IQS".

The guarantee indicated is provided by the Bank, with express and formal waiver of the benefits of excuse, division, order and any other that may be applicable, and for this purpose declares the Bank that wants to be obliged and is jointly obliged and in solidarity with the company until the settlement by the Fundació Institut Químic de Sarrià Centre d'Ensenyament Superior (IQS) of the aforementioned services and until the end of the guarantee period, to be paid unconditionally and within, at most, the eight days following being required, the sum or sums that, until the concurrence of the deposit figure of euros (...% of the amount of the Contract) is expressed in the requirement, waiving the Bank, expressly and solemnly, to any exception or reservation regarding the delivery of the amounts that were claimed whatever the cause or reason in which they could be based, and even if opposition or claim was expressed by the Fundació Institut Químic de Sarrià Centre d'Ensenyament Superior (IQS), or third parties, whatever they may be.