

CIP Entrepreneurship and Innovation Programme



Public Administration Procurement Innovation to Reach
Ultimate Sustainability

Tender Specifications

**OPEN INVITATION TO TENDER
AWARDING OF A PUBLIC SUPPLY CONTRACT**

This English translation of the Spanish original is provided only for easier reading purposes. In any case of any discrepancies between these versions, the Spanish version shall prevail

Table of content

I.- Introduction and useful information	5
1. Request for information	5
2. Important dates.....	5
3. Language of the tender	6
II.- Background and objectives of this call for tenders	6
4. Public Procurement of Innovation (PPI) background	7
5. Papyrus Project Background.....	7
6. Market events background.....	7
7. Contract awarded in coordination with some other contracting authorities..	8
III.- Legal background.....	10
8. Legal background.....	10
IV.- Object of the contract.....	10
9. Type and short description of the contract.....	10
10. Lots description.....	10
11. Estimated value of the contract.....	11
V.- Procurement parties	11
12. Contracting Entity	11
A. Award Body.....	11
B. Relationship between Contracting Entity and Bidders	11
13. Economic operators. Conditions for participation.....	12
A. Legal capacity	12
B. Joint tenders (Consortia)	12
C. Exclusion grounds. Means of proof.....	13
D. Selection criteria.....	13
<i>D.1. Legal capacity.....</i>	14
<i>D.2 Economic and financial standing. Determination.....</i>	16
<i>D.3 Technical and professional ability. Determination.....</i>	16
<i>D.4 Capacities of other entities.....</i>	17
VI.- Preparing and submitting the offers.....	17
14. Type of procedure	17
15. Confidentiality	18
16. How to submit a tender: place and time limit for receipt of tenders.....	18
17. Structure of the tender.....	19
A. Submitting a bid in three separate and independent envelopes	19
B. Envelope A: Administrative information.....	20
C. Envelope B: Criteria which requires to make a value judgement	21
D. Envelope C: Financial Proposal and evaluable criteria by applying formulas.....	21
18. Validity period of the offers	22
19. Consequences of submitting a tender	22
20. Data Protection	22
VII.- Award criteria.....	23
21.- Award criteria	23
A. Energy efficiency	24

A.1. Thermal transmittance coefficient (U-value).....	24
A.2. Thermal bridges	25
A.3. Solar gains.....	26
B. Sustainability	27
B.1. Global warming potential (GWP).....	27
C. Installation, maintenance and others.....	28
C.1. Total thickness.....	28
C.2. Installation process and method.....	29
C.3. Maintenance requirements.....	30
C.4. Darkening system.....	31
D. Economic criteria.....	31
D.1. Purchase cost.....	31
VIII.- Evaluation and assessment of the award of the contract.....	32
22.-Opening of offers	32
23.- Evaluation steps.....	33
A. Envelope A.....	33
B. Envelope B.....	33
C. Envelope C.....	33
24. Tendering Committee	33
25. Joint Cross-Border Evaluation Team (JCBET).....	34
A. Composition of the JCBET	34
B. Tasks and responsibilities of the JCBET	34
C. Call for JCBET sessions.....	35
D. Working Language.....	35
26. Evidence to be provided by the tenderer to whom the award proposal is made.....	35
27. Award of the contract, notification and Standstill period.....	35
28. Guarantees	36
A. Final guarantee	36
IX.- Execution phase.....	36
29. Place of delivery.....	36
30. Risk of loss until the delivery.....	36
31. Payment arrangements.....	36
32. Subcontracting	37
33. General obligations of the contractor	37
34. Coordination with the main public works contract.....	38
35. Modification of the contract.....	38
36. Termination of the contract	39
A. Normal termination	39
B. Early termination.....	39
C. Consequence of Termination.....	39
D. Penalties.....	39
D.1. Penalties in case of delay.....	40
D.2. Penalties in case of wrong performance.....	40
VIII.- Procedures for appeal.....	40
37. Body responsible for appeal procedures. Competent jurisdiction.....	40
List of ANNEXES.....	41

ANEXO I.....	41
RESPONSIBLE STATEMENT NOT TO BE AFFECTED BY ANY PROHIBITIONS OR INCOMPATIBILITIES FOR CONTRACTING.....	41
ANEXO II	42
LETTER OF INTENT: SUBCONTRACTOR.....	42
ANNEX III	43
DECLARATION MODEL OF VALUES FOR CRITERIA TO BE EVALUATED BY MATHEMATICAL FORMULAS	43

TENDERING SPECIFICATIONS

I. - Introduction and useful information

1. Request for information

Questions related to the tender may be sent by e-mail to the Contracting entity's contact:

Name: Ana Garbisu Buesa

E-mail: agarbisu@sestaoberri2010.com

People other than the above mentioned contact persons must not be contacted/ communicated with in connection with this tender competition.

The e-mail must be marked "PAPIRUS – questions"

2. Important dates

The Contracting Entity has planned the following time frame for the process (with due reservation regarding any changes):

Activity	Time
Notice sending to EUOJ, and publication on buyer profile.	Monday, 17.03.2015
Deadline for submitting questions relating to the tender documents	1 month after Notice sending to EUOJ Friday, 24.04.2015
Deadline for submitting offers	52 days after Notice sending to EUOJ Friday, 08.05.2015
Opening of tenders	Friday, 22.05.2015
Tender validity period	6 months after submitting offers
Notification of choice of supplier	Wednesdays, 01.07.2015
Standstill period	15 days after Publication of the choice of supplier

Contract signature	16 days after Publication of the choice of supplier
The latest time for delivery and installation of the supplies	Before 16.10.2016

Please note that the dates/times after opening of the offers are only advisory.

The delivery dates are dependent on the progress of the works of the construction project. It is not yet certain when the construction project will start. However, the latest time for delivery and installation of the supplies will be before 16th October of 2016.

3. Language of the tender

The official language of this tender is Spanish.

However, as this tender is being carried out in the context of the European PAPIRUS project, the tender documents will also be provided in English. Bidders may submit their offers either in Spanish, English or in both languages. It's also possible to submit only the technical offer in English, while the administrative and financial parts of the offer are submitted in Spanish.

The technical offers will be evaluated by the Joint Cross-Border Evaluation Team. The JCBET's working language is English. Therefore all technical offers that have been submitted in Spanish will be translated into English at the expense of the procuring body. The translation will be undertaken by a qualified translator. If, contrary to all expectations, the translation is cause for complaint, bidders are requested to notify the procuring body immediately after detection of the error. Should any difference or dispute concerning the interpretation of the wording of the translated technical offer arise, the Spanish version is decisive.

The communication with the bidders during the tender process (e.g. to answer to bidders questions or to clarify the content of an offer) will primarily be in Spanish; additionally, the answers to all bidders questions will be published on the PAPIRUS website in English.

II. - Background and objectives of this call for tenders

4. Public Procurement of Innovation (PPI) background

Public procurement of Innovation is one of the essential tools for stimulating new technological or service solutions while helping to create jobs and boost the competitiveness of European industry and SMEs. Procurement of innovation helps public authorities to achieve more efficient and effective public services, provides solutions that reduce environmental impacts and are socially responsible.

5. Papyrus Project Background

PAPIRUS (Public Administration Procurement Innovation to Reach Ultimate Sustainability) project is one of the pilot projects in the area of Public Procurement of Innovation (PPI) which has received funding from the European Union CIP Entrepreneurship and Innovation Programme under grant agreement n° SI2.662792. Fundación Tecnalía (ES) leads the project in which ATC Torino (IT), Omsorgsbygg Oslo KF (NOR), Enzkreis (GE), Sestao Berri 2010 S.A. (ES) and ASM (PL) are involved.

The overall objective of the international PAPIRUS project is to promote, implement and validate innovative solutions enabling the European community to achieve sustainable construction. The project implies an introduction of a new public procurement process focused on providing materials characterized by near zero energy consumption for the repair and construction of buildings in four European locations (more about the project: www.papirus-project.eu).

6. Market events background

Market Events have been conducted before the actual publication of the call for tender, in order to inform suppliers in advance about tenders which will include innovative solutions performance criteria.

Five market events have been conducted in total: 4 of them in the public body's home country (Spain, Italy, Germany and Norway) and the last one in Brussels, to provide the international dimension of the project to the market.

These meetings have given both sides, the market and the procurers, a clear understanding of the role expected of them as a part of the implementation of the public procurement of innovative solutions.

The up taken dialog has been an excellent way of overcoming the common barriers which discourage private entities to participate in public tenders but also will give Public Procurers invaluable knowledge and advice.

Market events have given to public bodies the opportunity to have "technical dialogue" with the suppliers and be provided with useful advice in the preparation of these tender documents.

Through the dialogue conducted in the market events procurers have gain deep and specific knowledge of the market – e.g. the availability, cost and possible practical implications of different alternatives. This early market knowledge and engagement has been an important method of capturing

intelligence on innovations, project feasibility and market capacity/capability which has been included into the following tender document in specification and procurement of the construction project.

Suppliers have had time to prepare their proposal and also the opportunity to enquire the public bodies about their uncertainties and gain as much advice and knowledge needed to prepare the proposal as possible.

7. Contract awarded in coordination with some other contracting authorities

This contract is awarded in coordination with others with the same or very similar object that is being awarded by the following contracting entities in their respective countries:

Country	Contracting Entity	Denomination of the contract
Germany	Landratsamt Enzkreis	Mühlacker Vocational School / Workshop Building
Description of the contract		
<p>Landratsamt Enzkreis is planning the refurbishment of the shed roof of the workshop building of Mühlacker Vocational School. The construction works will take place while the building is still in use, hence the works will be carried out in two parts in 2016 and 2017.</p> <p>The scope of this contract is the supply and construction services of the following lots: Lot 1_ Roof sealing and covering, carpentry and plumbing work / Opaque envelope to reduce energy losses); Lot 2_ Metal construction and glazing work / Windows with reduced energy losses in winter and solar gains in summer.</p>		

Country	Contracting Entity	Denomination of the contract
Italy	ATC Torino	Residential building in Via Monte Ortigara Street, in the Municipality of Rivalta
Description of the contract		
<p>ATC Torino aims to acquire solutions for refurbishment of an existing Social Housing building. The contract is defined as a public supply contract, excluding installation and laying of materials. The contract is divided into three lots, of distinct and separate award: Lot 1_ Opaque envelope with reduced thickness and reduced energy losses; Lot 2_ Roof with reduced thickness and reduced energy losses; Lot 3_ Windows with reduced energy losses in winter and solar gains in summer.</p>		

Country	Contracting Entity	Denomination of the contract
Norway	Omsorgsbygg Oslo KF/City of Oslo	Lindeberg nursing home
Description of the contract		
<p>Omsorgsbygg Oslo KF will build a new nursing home in the site where at present two buildings are erected. The contract is defined as a public supply contract, and has as its object the purchase of products which will later be installed in Lindeberg nursing home. They can be divided into three different lots: Lot 1_Opaque envelope with reduced thickness and reduced energy losses; Lot 2_ Windows with reduced energy losses in winter and solar gains in summer; Lot 3_ Light weight prefabricated internal partition with low specific CO2 emission.</p>		

Country	Contracting Entity	Denomination of the contract
Spain	SESTAO BERRI 2010, S.A.	Residential building in the Municipality of Sestao (Txabarri 33-35 street)
Description of the contract		
<p>Sesatoberri is planning the construction of two new residential buildings. The contract is defined as a public supply contract, and has as its object the purchase of products, and their installation in the new buildings. The contract is divided in two different lots: Lot 1_1_Opaque envelope to reduced energy losses; Lot 2_ Windows to reduced energy losses in winter and solar gains in summer.</p>		

Due to the similar requirements and solutions requested in more than these contracts, bidders are invited to present a bid in more than one tender. However, as the four tenders are separate, bidders who submit offers for more than one tender won't have any advantages during the awarding process.

Companies that would like to build a Consortium with others can find contact information and Companies description in the PAPIRUS Project webpage (<http://papyrus-project.eu/index.php/cooperation/partners-finding>)

III. - Legal background

8. Legal background

SESTAO BERRI 2010, S.A. is a private Company, but considered as a «body governed by public law» for the purposes of the Directive 2004/18/EC and the Spanish Law on Public Sector Contracts. During the tender, award and execution phases, the provisions of this document, and of the bid of the tenderer must be applicable, as well as the provisions of the next Law applicable:

- a) Royal Legislative Decree 3/2011, of 14 November, approving the revised text of the Law on Public Sector Contracts;
- b) Royal Decree 817/2009, of 8 May, which partially implements Law 30/2007, of 30 October, on Public Sector Contracts;
- c) Royal Decree 1098/2001, of 12 October, approving the General Regulation developing the Law on Administrative public contracts.
- d) Internal regulations of the contracting entity, available at Sestao Berri 2010 website www.sestaoberri2010.com

IV. - Object of the contract

9. Type and short description of the contract

This contract is defined as a **public supply contract**, and has as their object the purchase of products, and the installation operations of those products.

10. Lots description

This contract is divided in two lots. The object of each lot can be identified according the following Common Procurement Vocabulary references:

Lot number	Description	CPV References
1	<i>Solutions to reduce the energy losses through buildings opaque envelope</i>	44111500
2	<i>Solutions to reduce energy losses in winter and solar gains through window in summer.</i>	44111500

11. Estimated value of the contract

The estimated value of the contract, based on the total amount payable, **net of VAT**, and including the installation operations of the products is the following:

Lot number	Estimated value
1	95.840,00 €
2	104.160,00 €
Total	200.000 €

V.- Procurement parties

12. Contracting Entity

SESTAO BERRI 2010 S.A. is a public Company, owned 50% by the Department for Employment and Social Policy of the Basque Government, and 50% by the City of Sestao. SESTAO BERRI 2010 S.A. was born as a tool to promote the socio-urbanistic regeneration and rehabilitation of buildings in the town planning process and social regeneration of some urban areas of the City of Sestao: Txabarri, Urbinaga, Simondrogas and Los Baños.

A. Award Body

To award this contract, the Contracting Entity (Sestao Berri 2010 S.A. (ES)) will act through Director General prior authorization of the board of management of the company.

B. Relationship between Contracting Entity and Bidders

All the information regarding this tender will be published at the buyer profile of the Contracting Entity ([https:// www.sestaoberri2010.com](https://www.sestaoberri2010.com)). In addition, the call for tenders and the public hearings in which Envelopes B and C will be opened shall also be published at the Official Journal of the European Union (OJEU).

Nevertheless, all the documents, agreements and forms, possible corrections, additional information and/or public hearing announcements will be published and stored at the project web site (<http://papyrus-project.eu/>).

All questions or requests for clarification related to the procedure must have been received by the contact point not later than ten (10) days prior the deadline for Bid submission referred to. Past this date no further dialogue will be possible. All the questions and related answers produced under the former paragraph will be published over the abovementioned buyer profile.

Clarifications, as well as additional information and/or evidence from the Bidders on the bids or the documents filed or statements made in the Procedure can be requested by the Contracting Entity in writing, providing a reasonable period of time of a maximum of six (6) business days, to submit them. Such request may be combined with the penalty of exclusion in case of non-compliance by the Bidder.

13. Economic operators. Conditions for participation

A. Legal capacity

Participation in this tender procedure is open on equal terms to all natural and legal persons. These entities shall be entitled to submit bids either individually or by way of an association or consortium comprising several Bidders set up temporarily for the purposes of the contract.

B. Joint tenders (Consortia)

A joint tender means that a tender is submitted by a group of economic operators (consortia). Joint tenders may include subcontractors in addition to the economic operators.

In case the contract is awarded to a joint tender, all economic operators of the group will assume joint and several liability and will have an equal standing towards the contracting entity in executing the contract for the performance of the contract as a whole. Statements, saying for instance: “that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest”, or “that more than one contract should be signed if the joint offer is successful”, are thus incompatible with the principle of joint and several liability. The contracting entity will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

The contracting entity will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection of the contracting entity’s contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

The economic operators of the joint group shall designate one of them to act as leader with full entity to bind the grouping or the consortium and each of its members. It shall be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination.

The offers must specify and quantify the role, qualifications and experience of each member of the consortium. The composition and constitution of the consortium, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the contracting entity.

The offer has to be signed by all members of the group. In case the contract is awarded to a joint tender, the contract will have to be signed by all members of the group.

C. Exclusion grounds. Means of proof

Economic operators may not participate in the procedure (and be removed from it if they do) if they are under any of the circumstances set out in art. 60 TRLCSP or subject to a conflict of interest.

In order to prove the absence of exclusion grounds and conflict of interest, economic operators are requested to present a self-declaration (ANNEX I) by its honour that they are not under any of the circumstances set out in Article 60 TRLCSP. This declaration will include the specific affirmation of being up to the fulfillment of tax obligations and social security imposed by the provisions in force.

In case of consortia, the declaration with respect to the exclusion grounds and conflict of interest has to be provided by each member of the consortium.

The contracting entity reserves the right to check the information included in the self-declaration.

D. Selection criteria

To be awarded, tenderers shall provide a precise proof of their economic, financial and technical solvency, for the purposes of which, the following minimum terms and conditions are set out:

The decisive time in assessing the existence of the economic standing and technical ability conditions required will be the end of the period for submission of proposals.

D.1. Legal capacity

Requirements	Documentation requirements
<ul style="list-style-type: none"> The bidder must be a legally established enterprise 	<ul style="list-style-type: none"> a) <i>Tenderer's identification</i> <ul style="list-style-type: none"> Those enterprises enrolled in the Official State Register of Tenderers and Classified Companies can prove their legal personality and capacity to act according with the provisions of Article 20 of Royal Decree 817/2009, of May 8, by providing: <ul style="list-style-type: none"> A certificate issued by that Register. Accompanied by a responsible statement made by the tenderer in which revealed that the circumstances described in the certificate have not experienced variation. Enterprises not registered in the Official State Register of Tenderers and Classified Companies must prove its legal personality and capacity to act in the following ways: <ul style="list-style-type: none"> Individual enterprises: accreditation will be conducted by providing photocopy of their National Identity, if it were Spanish, or Equivalent identification document, if it were foreigners (passport, residence permits / work, etc.). Spanish legal persons: accreditation will be conducted by providing the certificate of incorporation in the Business Register accrediting its legal existence, capital stock and corporate purpose. If it is not required registration in the Business Register under the legislation applicable, the legal capacity shall be proved by deed or document of incorporation, amendment, statutes or founding document that must observe the rules which regulate its activity, registered, where applicable, in the Official Register

	<ul style="list-style-type: none"> • Not Spanish enterprises but belonging to Member States of the European Community, or signatories to the Agreement on the European Economic Area: Accreditation shall be carried out through a certificate of enrollment on professional or business register when registration is required by the legislation of the State or by providing certificates issued by the authority listed in Annex I of Real Decreto 1098/2001 for supply contracts. • Other foreign enterprises: accreditation will be conducted by providing a report issued by the Spanish Permanent Diplomatic Mission in the corresponding State or by the Consular office in whose territory is registered the foreign company, which prove their legal existence, capital stock and corporate purpose, which must be accompanied by a report of reciprocity in terms outlined in Article 55 TRLCSP. • b) The document certifying the representation, if any, of the person signing the proposal, according to their national provisions • c) <i>Subcontractors' letter of intent</i> <ul style="list-style-type: none"> • Subcontractors must provide a letter of intent, Annex II stating their willingness to provide the service foreseen in the offer and in line with the present tender specification. • d) <i>Self declaration regarding the absence of exclusion grounds and conflicts of interest (Annex I).</i> <ul style="list-style-type: none"> • If the offer is submitted by a Consortium, each member of the consortium must provide a declaration on their honour. The declaration on honour is also required for identified subcontractors. • If a member of a consortium is subject to exclusion, the rest of the consortium shall be excluded. • If a subcontractor is subject to exclusion, the tender shall be excluded.
--	--

D.2 Economic and financial standing. Determination

The tenderer should demonstrate sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract, as well as sufficient turnover in relation to the tasks expected under this contract.

Requirements	Documentation requirements
The tenderer shall have obtained an average business turnover over the last three years that is equal to the amount of the estimated value of the lot they were bidding. In case that a tenderer applies to more than one lot, the accumulated value of the lots shall be considered.	Enterprises, both Spanish and foreign, must prove their economic and financial capacity by providing any of the following documents: A statement on the overall turnover of the tenderer, referring to the last three years available.

If, for some exceptional reason which the contracting entity considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the contracting entity considers appropriate. In any case, the contracting entity must at least be notified of the exceptional reason and its justification in the tender. The contracting entity reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

D.3 Technical and professional ability. Determination

Regarding the technical and professional capacity, the tenderer should demonstrate the technical skills necessary to deliver the requested services. As proof of this, the economic operators shall provide:

Requirement	Documentation requirements
Good experience with similar contracts	A list of the principal deliveries effected or the main services provided in the past three years, with the sums, dates and recipients, whether public or private, involved. Evidence of delivery and services provided shall be given: - where the recipient was a contracting authority, in the form of certificates issued or countersigned by the

	<p>competent authority,</p> <p>- where the recipient was a private purchaser, by the purchaser's certification or, failing this, simply by a declaration by the economic operator;</p> <p>If the contracts indicated in the list include other performances in addition to supplies (e.g. siting and installation operations), the amounts of the supplies and the amounts of the other performances must be indicated separately.</p> <p>The contracting entity will evaluate, as an evidence for the requirement, the supply and installation amount.</p>
--	---

D.4 Capacities of other entities

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

If several service providers are involved in the bid, each of them must have the professional and technical capacity to perform the tasks assigned to them in the tender and the necessary economic and financial capacity.

VI. - Preparing and submitting the offers

14. Type of procedure

To award the contract, an open procedure will be carried out. An open procedure for the award of a public contract gives all interested bidders the opportunity to submit a tender. This means that any interested economic operator, with no need for a special invitation or specific pre-qualification requirements, may submit a tender. There will be no negotiations in this tender competition. Therefore, there is no opportunity to change the tender offers or try to change the tender offers through negotiations. This includes changes to the price, delivery schedule or other conditions that are of significance in the competition. The bidders must therefore submit their best offers by the dead line for submission of offers.

15. Confidentiality

Tenderers may state in their proposals the information considered confidential because it affects trade secrets without, in any case, being able to declare the economic offer as such. The contracting entity shall ensure the confidentiality of any information so designated expressly whether could have this nature. In accordance with the above, if a bidder identifies as confidential all documentation of its bid or some parts of it not related to trade secrets, the contracting entity will determine what documentation is not a technical or trade secret, as only these are genuinely confidential

In respect of any confidential Information that the contracting entity may receive from the Bidders undertakes to keep it secret and strictly confidential and shall not disclose it to any third party except:

- a. When expressly permitted in writing by the Bidder;
- b. To the employees, representatives, advisors or personnel of the Contracting Entity or any other entity who are actively and directly participating in the Contract;
- c. When required by the current regulations.

The contractor and the subcontractors shall respect the confidentiality of the facts, information and documents of which they have knowledge during the performance of the contract and had received such qualification in the tender specifications, in the contract or which by their nature should be treated as such and it is stated like this by the JCBET. They may not retain copies of such documents or information or use it for any purpose other than the performance of the contract. Otherwise they could incur in responsibilities under current legislation. In this sense, they must inform their employees of the obligation not to publish, assign or dispose of the data and information known as a result of compliance with the contract.

This obligation shall continue even after the termination of the contract.

The Contractor and his staff shall not, without authorisation, divulge information brought to their attention in the performance of their duties, unless such information has already been made public or is accessible to the public.

16. How to submit a tender: place and time limit for receipt of tenders

The tenders must be sent to:

Sestao Berri 2010 S.A.

Adress: Plaza de Los Tres Concejos nº1 Bajo (Entrada por Txabarri 16)

Postal Code : 48910

Sestao - Bizkaia - ESPAÑA

The tender shall be dated and signed by the supplier's responsible representative. It shall be put in three opaque, closed envelopes and be clearly marked with: «*Tender*, Number of reference, attn. Tendering Committee. To be opened by the addressee only».

The tender offer cannot be submitted electronically (via email). The tenders shall be presented no later than the 13 hrs. of day 52 after the date on which the contract notice was sent to the OJEU, and could be delivered by one of the following ways:

- a. By hand at the Official Registry office of the Contracting Entity at the abovementioned address;
- b. By registered post services with notification of reception: in that case the Bidder should inform to the Contracting Entity of the dispatch of the bid by fax, telegram or email on the same day, attaching a proof of the date of sending before the latest time and date set as the period of presentation of the bids; the bid should arrive at the Contracting Entity within nine (9) days after that date, being excluded in other case;

Late delivery will lead to the non-admissibility of the tender and its rejection from the award procedure for this contract. Offers sent by e-mail or by fax will also be non admissible. Envelopes found open at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their offers are packed in such a way as to prevent any accidental opening during its mailing.

The offers must comprise one or more lots in full. Offers that only comprise parts of the individual lots will not be accepted. Each Bidder may not present more than one bid for each lot and may not sign any bid in a temporary group or consortium with others if it has done so individually, or appear in more than one temporary group or consortium, or present itself jointly with other Bidders with an undertaking to set up a company. Failure to comply with this rule will lead to the automatic rejection of every offer that it has presented.

17. Structure of the tender

Tenders must be perfectly legible so that there can be no doubt as to words and figures. In case of discrepancy between words and figures, words should prevail. Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.). Tenders will be judged on the content of their written offers.

A. Submitting a bid in three separate and independent envelopes

The economic operators interested in participating in this contract shall submit a bid in three separate and independent envelopes (A, B and C), in a way that allows ensuring the secrecy of the content of each one until their formal opening.

In each envelope they will include different information, as follows:

- a. **Envelope A:** Administrative information
- b. **Envelope B:** One part of the Technical Proposal, the part which refers only to technical specifications and those award criteria which evaluation depends on a subjective decision.
- c. **Envelope C:** Financial Proposal and the the other part of the Technical Proposal, the one that refers only to the award criteria which evaluation is automatic by using a mathematic formula.

In addition to the paper documents, inside the envelopes B and C, a complete version of the content of each envelope must also be included on CD, DVD or a flash drive. An editable censored version must also be submitted in this manner.

If the tenderer believes that parts of the tender should be exempt from public disclosure, for example information deemed to be trade secrets, it is also request that a blanked out version of the tender be submitted.

Each envelope must:

- a. Be signed by the Bidder or its duly accredited representative, stating the full name (or company name) of both and identifying the tender, a telephone number and an email address for contact;
- b. Be addressed to the Tendering Committee,
- c. Be received closed and unaltered. Failing which it will not be admitted;
- d. Include a list of the documents they contain.

B. Envelope A: Administrative information

In this envelope, economic operators must provide the following information:

- a) *Tenderer's identification*
- b) *The document certifying the representation, if any, of the person signing the proposal, according to their national provisions.*
- c) *Subcontractors' letter of intent (Annex II)*
- d) *Self declaration regarding the absence of exclusion grounds and conflicts of interest (Annex I)*
- e) *A statement on the overall turnover of the tenderer, referring to the last three years available, in accordance to paragraph 13.D.2.*
- f) The list of the principal deliveries effected or the main services provided in the past three years, with the sums, dates and recipients, whether public or private, involved, in accordance to paragraph 13.D.3.
- g) Self-declaration stating that all documents submitted reflect truthful circumstances

C. Envelope B: Criteria which requires to make a value judgement

The award criteria set out in clause 21 define those parts of the technical proposal to which the tenderers must pay particular attention.

The following aspects should be taken into consideration when drafting the tender:

- a. Methodology for implementation;
- b. Reasons for the proposed methodology;
- c. Role of each partner (in case of a consortium, joint bid and/or use of subcontractors);
- d. A plan of action with description of activities and their timing.

The technical proposal should include models, examples and technical solutions to address the problems raised in the specifications. The technical proposal should also bring answers to all the aspects required for each lot.

The technical proposal must respond to these technical specifications and provide, as a minimum, all the information needed for the purpose of awarding the contract.

D. Envelope C: Financial Proposal and evaluable criteria by applying formulas

All tenders must contain a financial proposal following the content specified in Annex III

The tenderer's attention is drawn to the following points:

- a. Prices must be quoted in euro.
- b. The amount of VAT is to be shown separately.
- c. Prices should be quoted free of all duties, taxes and other charges.
- d. Prices shall not be conditional and be directly applicable by following the technical specifications.
- e. The financial offer must be formulated for the whole contract period.
- f. Offers involving more than one legal entity must specify the amounts for each legal entity.

Moreover, in envelope C tenderers must include their proposal to those award criteria whose evaluation is a mathematical formula according to clause 21

18. Validity period of the offers

Tenderers must be prepared to maintain their tenders for six months from the final date for the submission of tenders. This implies that the contracting authority must award the contract in this term of six months, but this term does not affect the execution phase in which the successful tenderer must respect the content of its awarded tender.

Requests for further information do not affect the deadline for submitting offers.

19. Consequences of submitting a tender

Submission of a tender implies acceptance of the terms and conditions set out in this tendering specifications. Under penalty of exclusion, the Bid may not contain any reservation in relation to any conditions of any of the Tender Documents.

The contracting entity shall not reimburse expenses incurred in preparing and submitting tenders.

20. Data Protection

Both the Procuring Entity and the Bidders will be bound by the provisions set out on the Protection of Personal Data legislation. Personal data provided by the tenderers may be incorporated into a computer file owned by SESTAO BERRI, S.A with the sole purpose of managing the relationship of suppliers for the various services to hire by this company. Also, advises of the possibility of exercising rights of access, rectification, cancellation and opposition by writing to SESTAO BERRI 2010, S.A. domiciled in the Plaza de los Tres Concejos, 1 Bajo (Entry by Txabarri 16) in the terms established in the organic law 15/1999 of protection of personal data.

VII. - Award criteria

21. - Award criteria

The contract will be awarded on the basis of the most economically advantageous tender, based on the following criteria:

Lot number 1: Opaque façade				
Award criteria	Weight	Subcriteria	Weight	Criteria of valuation
Energy efficiency	30%	Thermal transmittance	15%	Mathematical formula
		Thermal bridges	15%	Judgement value
Sustainability	10%	CO ₂ - equivalent value	10%	Mathematical formula
Installation, maintenance and others	30%	Reduction of weight	0%	
		Reduction of thickness	10%	Mathematical formula
		Installation process and method	10%	Judgement value
		Maintenance requirements	10%	Judgement value
Economic criteria	30%	Purchase cost	30%	Mathematical formula

Lot number 2: Windows				
Award criteria	Weight	Subcriteria	Weight	Criteria of valuation
Energy efficiency	40%	Thermal transmittance	25%	Mathematical formula
		Capacity of window to reduce solar gains in summer and to increase them in winter	15%	Judgement value

Sustainability	10%	CO2- equivalent value	10%	Mathematical formula
Installation, maintenance and others	20%	Darkening system	10%	Judgement value
		Installation process and method	5%	Judgement value
		Maintenance requirements	5%	Judgement value
Economic criteria	30%	Purchase cost	30%	Mathematical formula

Those tenders whose bid price is more than 10% below the tender price shall be considered disproportionate or reckless.

A. Energy efficiency

A.1. Thermal transmittance coefficient (U-value)

Criteria applicable to lot 1 (façade) and lot 2 (windows).

The aim of this criteria is to assess the capacity of the proposed innovative product or system to reduce the energy losses through the external façade or the windows of the building respectively.

The parameter under evaluation is the coefficient of the thermal transmittance of the proposed complete solution:

- For lot 1: Thermal transmittance of the entire proposed façade
- For lot 2: Thermal transmittance of the entire window (glassing plus frame and possible additional shading elements integrated)

Therefore, for lot 1, in those offers where only an innovative isolation material is presented, it is required to present the product in the context of an entire solution. The bid has to include a recommendation for materials for the rest of the layers needed to complete the external wall that could be the most convenient in combination with the offered isolation material.

Alternatively, it is also possible to refer to the base solution included in the Technical annex of current tender.

Minimum proposed thermal transmittance value will receive the maximum score for this criterion while values equal to the maximum admitted in the technical specifications will be awarded with 0 points. The rest of values will be scored proportionally according to the following mathematical expression:

$$\text{Punctuation} = V_{\max} \cdot \left(\frac{U_{\max} - U_i}{U_{\max} - U_{\min}} \right)$$

Where:

V_{\max} = Maximum points for this criteria → V_{\max} (façade) = 15
 V_{\max} (windows) = 25

U_{\max} = Maximum thermal transmittance admitted:

U_{\max} façade=0,18 W/m²K

$U_{max\ windows} = 1,94\ W/m^2K$

U_{min} = Thermal transmittance of the best bid (minimum thermal transmittance value proposed among all presented solutions) [W/m²K]

U_i = Thermal transmittance of the solution in process of evaluation [W/m²K]

The documentation required to bidders regarding present criteria includes:

- 1) Statement of the total thermal transmittance value (U) and conductivity factors (λ) for each material according to Annex III: Declaration of values for criteria to be evaluated by mathematical formulas.
- 2) Documentation to justify declared values for conductivity (λ) and/or thermal transmittance (U). This documentation could include:
 - a. Independent certified laboratory test reports
 - b. Certification of Thermal Transmittance value by an accredited third party(Commercial brochures will be not be accepted as justification without laboratory certifications)

A.2. Thermal bridges

Criteria applicable to lot 1 (façade).

This criteria aims evaluating the capacity of the innovative proposed solution to reduce thermal bridges.

Proposed solution has to deal with following thermal bridges at least:

- Slab edges
- Columns in façade
- Junctions with windows (including frame, windowsill and window ledges, blind boxes...)
- Joint between roof and vertical walls.
- Particular joints in case of modular façades.
- Possible mechanical fasteners penetrating an insulation layer

The evaluation of each bid regarding thermal bridges will be performed according to following rating:

- Very good (maximum score): Best linearity of the solution, complete continuity of the insulation layer is reached and good treatment of special joints. Justification includes simulation models for the calculation of the linear thermal transmittance coefficient (ψ) according to the standard EN ISO 10211 "Thermal bridges in building construction. Heat flows and surface temperatures. General calculation methods" (Therm modelling or similar)
- Good (2/3 of score): Medium linearity of the solution and medium treatment of special joints. Justification includes values of ψ from

abacus (similar to EN ISO 14683 Thermal bridges in building construction. Linear thermal transmittance. Simplified methods and default values”.

- Sufficient (1/3 of score): Standard complexity of the solution and basic treatment of special joints. Justification includes values of linear transmittance (ψ) from abacus or commonly admitted percentage of reduction of thermal bridges.
- Insufficient (0 points): Standard complexity of the solution and basic treatment of special joints. No values of linear transmittance (ψ) or percentage of reduction are included.

The documentation required to bidders regarding present criteria includes:

- 1) Specific section in the technical document including:
 - a. Detailed description of the solution
 - b. Detailed drawing of section of each critical node of the building and special joints (scale 1:20).
 - c. Detailed drawing of section (scale 1:20) of joints between standard window and insulation giving indications of profiles and special elements if required (include specifications of the material for special elements, chemical composition of solution and stratigraphy)
 - d. Calculation of linear thermal transmittance coefficient (optional)

A.3. Solar gains

Criteria applicable to lot 2 (windows).

This criteria aims evaluating the capacity of the innovative proposed window system to reduce solar gains in summer while increasing them during winter.

The evaluation of each bid regarding solar gains will be performed according to following rating:

- Very good (maximum score): When proposed system has the capacity of maximizing solar gains in winter and also minimizing in summer in such a way that heating and cooling demands are reduced by more than 20% respect to standard windows. The justification of the reductions is well proved by means of energy simulation model performed by any recognized software (Energy Plus or similar).
- Good (2/3 of score): When solar gains are maximized in winter and minimized in summer in such a way that heating and cooling demands are reduced by more than 10%. The justification of the reductions is proved by means of dynamic calculus.
- Sufficient (1/3 of score): When solar gains are maximized in winter or minimized in summer in such a way that heating or cooling demands are reduced by more than 10%. The

justification of the reduction is proved by means of static calculus.

- Insufficient (0 points): When solar gains are maximized in winter or minimized in summer but no calculus are provided.

The documentation required to bidders regarding present criteria includes:

- 2) Specific section in the technical document including:
 - a. Detailed description of the properties of the window
 - b. Detailed drawing of section 1:20
 - c. Calculation of demands reduction (optional)
 - d. Laboratory test reports to justify windows thermal parameters.

B. Sustainability

B.1. Global warming potential (GWP)

Criteria applicable to lot 1 (façade) and lot 2 (windows).

The aim of this criteria is to assess the environmental impact of the proposed innovative solution by means of the global warming potential (GWP). This value represents the equivalent carbon released during the whole life of the product. The parameter has to be specified considering “Cradle to Grave” system boundary conditions.

For lot 1, as occurs for the evaluation of the thermal transmittance coefficient, the parameter under evaluation in this section is the embodied carbon rate not only of one particular material, but also of the proposed complete solution for external walls. Therefore, it is required to declare the embodied carbon rate for each of the layers which will form the façade. The value to be considered for awarding will be the sum of the carbon rates for all layers.

CO₂ equivalent calculation for the innovative materials should be accomplished under the following:

- ISO 14025 "Environmental labels and declarations. Type III environmental declarations - Principles and procedures"
- EN 15804: 2012 “Sustainability in construction. Environmental product declarations”. Specific for construction products

Minimum proposed CO₂ equivalent rate will receive the maximum score for this criterion while maximum proposed value will be awarded with 0 points. The rest of values will be scored proportionally according to the following mathematical expression:

$$\text{Punctuation} = V_{\max} \cdot \left(\frac{C_{\max} - C_i}{C_{\max} - C_{\min}} \right)$$

Where:

V_{\max} = Maximum points for this criteria → V_{\max} façade= 10 points

C_{max} = Maximum CO₂-equivalent rate (C) declared among all presented solutions [kgCO₂/m²·year]

C_{min} = CO₂-equivalent rate (C) of the best bid (minimum carbon rate proposed among all presented solutions) [kgCO₂/m²·year].

C_i = CO₂-equivalent rate (C) of the solution in process of evaluation [kgCO₂/m²·year]

The documentation required to bidders regarding present criteria includes:

- 1) Statement of the total Global warming potential (GWP) for each material according to Annex III: Declaration of values for criteria to be evaluated by mathematical formulas.
- 2) Documentation to justify declared values. This documentation must include “Environmental Product Declaration” certified by a third party (EPD) or a Life cycle Analysis performed under ISO 14025 and/or EN 15804: 2012

C. Installation, maintenance and others

C.1. Total thickness

Criteria applicable to lot 1 (façade).

The aim of this criterion is to award the thickness reduction of the façade. The parameter under evaluation is the thickness of the entire proposed solution for the façade.

Minimum proposed thickness value will receive the maximum score for this criterion while maximum value will be awarded with 0 points. The rest of values will be scored proportionally according to the following mathematical expression:

$$Punctuation = V_{max} \cdot \left(\frac{T_{max} - T_i}{T_{max} - T_{min}} \right)$$

Where:

V_{max} = Maximum points for this criteria → $V_{max} = 10$

T_{max} = Maximum thickness value (T) admitted [mm] → $T_{max} = 35$ cm

T_{min} = Minimum thickness value (T) proposed among all presented solutions [mm]

T_i = Thickness (T) of the solution in process of evaluation [mm]

The documentation required to bidders regarding present criteria includes:

- 1) Statement of the total thickness according to Annex III: Declaration of values for criteria to be evaluated by mathematical formulas.
- 2) Documentation to justify declared values. This documentation could include a drawing of section with thickness per layer.

C.2. Installation process and method

Criteria applicable to lot 1 (façade) and lot 2 (windows).

As installation of the proposed solution is part of the object of this contract, therefore the installation description will be considered in order to award these points. Simplest installation process and methodology will be valued with the highest rated.

Aspects to be evaluated for the installation include:

- Easiness of installation process
- Proposed timing
- Requirement of special skilled labor
- Requirement of special auxiliary tools and machinery
- Possible disturbances to the main building constructor
- Need of special weather conditions that could affect to the programmed schedules of installation or to the final quality of the product.
- Proposed action plan in order to minimize disturbance to the main construction of the rest of the building and the rest of workers.

The evaluation of each bid regarding installation process will be performed according to following rating:

- Very good (maximum score): When the installation process meets high standards regarding above mentioned general aspects to be evaluated and the description is well proved and justified (the description includes the indication of number of junctions needed, indication of installation method including tools required, type of capability of the main contractor, capability to integrate other solutions for windows installation, number of passages needed, time to install the solution, requirement for crains or scaffolding, amount of debris).
- Good (1/2 of score): When the installation process meets medium standards regarding above mentioned general aspects to be evaluated and the description is well proved and justified as explained before.
- Sufficient (0 points): When the installation process meets basic standards regarding above mentioned aspects to be evaluated and the description of the process of installation is general.
- Not sufficient (excluded): When any of the above mentioned aspects to be evaluated is considered not acceptable and/or when the description of the installation process is not complete.

The documentation required to bidders regarding present criteria includes:

- 1) Specific section in the technical document including:
 - a. Detailed description of the installation process and method including timing, need of special skilled labor, need of special weather conditions that could affect to the programmed schedules of installation or to the final quality of the products, required auxiliary tools and machinery)
 - b. Action plan in order to minimize disturbances to main building constructor
 - c. Drawings of section for the execution of joints between elements (scale 1:20)

C.3. Maintenance requirements

Criteria applicable to lot 1 (façade) and lot 2 (windows).

Maintenance characteristics of the proposed solutions will be evaluated in such way that highest score will be awarded to those offers which require lowest and easiest maintenance.

Aspects to be evaluated for maintenance include:

- Maintenance periods
- Cleaning requirements
- Easiness of maintenance works
- Durability (lifetime) of the materials
- Need of special machinery or chemical products to perform the maintenance

The evaluation of each bid regarding maintenance will be performed according to following rating:

- Very good (maximum score): When it is not required maintenance until at least ten years from the installation and it's cost is considered acceptable, then the maintenance requirements meet high standards regarding above mentioned aspects to be evaluated. It is included the maintenance plan.
- Good (1/2 of score): When the maintenance requirements meet medium standards regarding above mentioned aspects to be evaluated. It is included the maintenance plan.
- Sufficient (0 points): When the maintenance requirements meet basic standards regarding above mentioned aspects or no maintenance plan is provided.
- Not sufficient (excluded): When any of the above mentioned aspects to be evaluated is considered not acceptable and no maintenance plan is provided.

The documentation required to bidders regarding present criteria includes:

- 1) Specific section in the technical document including:

- a. Detailed description of the maintenance requirements including timing, justification of works needed to be carried out by any type of workmanship, products and machinery required, price, etc.
- b. Maintenance plan or manual.

C.4. Darkening system

Criteria applicable to lot 2 (windows).

Darkening system characteristics of the proposed solutions will be evaluated in such way that highest score will be awarded to those offers which provide a system of darkening integrated in the window.

Aspects to be evaluated include:

- Integration with the window
- Darkening of the room in which it is located
- Easiness installation on the façade or in the window
- Minimize the possible thermal bridges
- Maintenance periods
- Cleaning requirements
- Easiness of maintenance works
- Durability (lifetime) of the materials

The evaluation of each bid regarding maintenance will be performed according to following rating:

- Very good (maximum score): When proposed system has the capacity of darkening completely the room in which it is located, has an easy simple handling and the integration with the façade or with the window avoids thermal bridges. It is included the maintenance plan.
- Good (1/2 of score): When the proposed system meet medium standards regarding above mentioned aspects to be evaluated. It is included the maintenance plan.
- Sufficient (excluded): When any of the above mentioned aspects to be evaluated is considered not acceptable.

The documentation required to bidders regarding present criteria includes:

- Detailed description of the solution
- Detailed drawing of section (1:20)

D. Economic criteria

D.1. Purchase cost

23. - Evaluation steps

A. Envelope A

After the deadline for the submission of tenders, the Tendering Committee will hold a meeting to open the envelope A of each tender and to qualify the administrative information inserted in it.

The Tendering Committee shall inform the stakeholders by electronic or telematic means of any rectifiable mistakes or omissions found in the administrative documentation. The concerned stakeholders will be given a term -not exceeding three business days- to correct them, under penalty of exclusion in case they do not rectify the documentation.

The resolutions adopted by the Tendering Committee regarding the administrative documentation included in envelope A of each bid will be published on the website of SESTAO Berri and will be notified to the tenderers concerned through the e-mail they had indicated.

B. Envelope B

The documentation contained in envelope B will be made available to the JCBET for examination and assessment under the terms provided in paragraph 24

The JCBET will assess the proposals according to the evaluation criteria reflected in the tender documents and shall draw up a properly reasoned report.

The report shall state the score obtained for each bidder in each of the subjective evaluation criteria.

This technical report, together with all the documentation, will be delivered to the Tendering Committee prior to the opening of the envelope C.

C. Envelope C

Each admitted bidders' envelope C will be opened in public session at the place, date and hour published on the website of SESTAO Berri. In that moment, the results of envelope B assessment made by the JCBET will be announced, as well. Those results will be assumed by the Tendering Committee.

The Tendering Committee will analyze and evaluate the part of the proposals contained in envelope C.

Finally, the Tendering Committee shall order in descending order the offers submitted, and will prepare the corresponding proposal for awarding the contract, to communicate to the contracting authority.

24. Tendering Committee

The Tendering Committee shall be made up of 3 members from SESTAO BERRI 2010 S.A.:

Three Vocals: Three members who hold the following positions within the Organization:

Technical Manager

Economic-financial Manager

Legal advisor

one of which will act, moreover, as Secretary of the Tendering Committee.

The Tendering Committee shall study and assess the part of the tenders contained in envelopes A and C. As explains the next paragraph the Joint Cross-Border Evaluation Team (JCBET) shall study and assess the part of the tenders contained in envelope B, and this evaluation will be assumed by the Tendering Committee.

25. Joint Cross-Border Evaluation Team (JCBET)

A. Composition of the JCBET

Due to the coordinated character of the contract, the award body will be supported by a common evaluation board. This evaluation board will be composed of 7 members, 5 of whom with voice and vote rights (full rights), and 2 more with only voice right.

- Members with full rights will be designated by each procuring entity of the PAPIRUS consortium, plus 1 member designated by TECNALIA. All of them must be experts in the different technologies to buy, and must be the same to participate in the JCBET of the four coordinated contracts. The SESTAO BERRI 2010 S.A. representative will be the President of the JCBET
- Members with only voice right will be designated by the contracting entity. One of them must be a technical expert on the concrete pilot case and will give advise to the JCBET on the characteristics of the work in which the technologies to buy will be implemented. The other one must be a legal expert, able to give legal advice to the JCBET according with the national Law requirements, regarding the application of the award criteria, sufficient motivation and justification of the award proposal, confidentiality of information, etc. This last member will act as a secretary and will write the minutes of the JCBET meetings.

The composition of the JCBET will be published according with the legal regulations applicable to each contracting entity, and in the PAPIRUS webpage.

B. Tasks and responsibilities of the JCBET

The main duty of the JCBET will be to assess the technical aspects of the offers submitted. The JCBET will rank the offers on the basis of the final

motivated assessment and submit a report with the evaluation resulting from that ranking to the contracting entity.

1. More in detail, the JCBET functions will be: *Answering the questions that bidders may submit during the time-limits to present the offers.*
2. *Evaluating the technical offers and submit a report with the evaluation result to the Contracting Entity.*

C. Call for JCBET sessions

JCBET members will move to the different pilots to evaluate all eligible offers in this pilot's tender.

The necessary time for the evaluation process will be adjusted in accordance to the number of offers to be evaluated.

D. Working Language

The working language during the JCBET meetings will be English. The minutes of the meetings and other documents (such as the report with the assessment of the proposals) will be redacted in English.

Communications of the JCBET with third parties (such as bidders or contracting entity bodies) must be translated to their national languages (if needed) by the members of the JCBET that know this language.

26. Evidence to be provided by the tenderer to whom the award proposal is made

The tenderer to whom the contract is to be awarded shall provide, within the 10 business days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidence specified below confirming the declaration referred to above:

- a. Supporting documentation in fulfilling their tax obligations.
- b. Supporting documentation in fulfilling their Social Security obligations.
- c. Guarantee, equivalent to 5% of the price of the contract.

In case that the tenderer do not complete the requirements within the above mentioned period, the contracting entity will refuse its bid, and proceed to obtain the same documentation to the next bidder, in the order in which bids have been classified.

27. Award of the contract, notification and Standstill period

The contracting body will decide on the award of the contract within five business days of receipt of the documentation. The award of the contract will be published and notified to all participants within six months from the end date for the submission of tenders.

In any case, the notification and the web of the contracting authority (the contractor's profile: <http://www.sestaoberri2010.com/PerfilContratante.htm>) shall indicate the term within which to celebrate the contract.

The celebration of the contract may not be made earlier than fifteen business days from the notification of the award decision.

28. Guarantees

A. Final guarantee

The successful tenderer selected for the award of the contract shall be required to provide a final guarantee corresponding to 5% of the total amount of the awarded lot, VAT excluded, within a period of 10 working days as from the date following day of the requirement's receipt.

The guarantee must be established at the Tesorería de SESTAO BERRI2010 - located at: Pza. Los Tres Concejos 1-bajo 48910 Sestao (Bizkaia).

The financial guarantee shall take the form of deposit of cash or legally admissible government or under a bank guarantee or equivalent supplied by a bank or an authorised financial institution. The guarantee must be in euro and have the effect of making the bank, or financial institution, stand as irrevocable collateral security or first call guarantor of the provider's obligations. The guarantee shall not contain any expiry date.

IX.- Execution phase

29. Place of delivery

The products must be delivered and installed in the work that will take place in the portals nº 33 and 35 sites in the Txabarri street at Sestao.

30. Risk of loss until the delivery

The contractor shall bear all risk of loss associated with the purchased elements and shall be solely responsible for procuring adequate insurance to protect the purchased elements against any such loss.

Any loss of or damage to the purchased elements caused from fire, flood, casualty or any other similar occurrence shall be the sole responsibility of the contractor until the effective delivery to the contracting entity.

31. Payment arrangements

Price corresponding to the contracts shall be paid at the bank account provided by the Bidder within 30 days from the date in which the contracting entity declares the satisfactory supply and installation of the product.

No direct payments will be made to subcontractors by the contracting entity.

32. Subcontracting

Subcontracting is permitted in the execution phase of each lot of the contract, provided the portion of the work to be subcontracted does not exceed 49% of the overall services to be performed. The execution of the tasks assigned to a subcontractor shall not be the subject of further subcontracting.

The Contracting Entity has no direct legal commitment with the subcontractor(s).

The Bidder shall detail in its initial bid which parts of the contract it intends to subcontract to other contractors, if any, clearly identify the subcontractor(s) by specifying the names, addresses and legal status of the subcontractors, and providing a statement from the subcontractor declaring that it is aware of the provisions set out in the Tender Documents, that it meets the qualification requirements for the subcontracted service, and that it has its resources at the Bidder disposal for the full duration of the contract (Annex II).

During the contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Entity. Tenderers may not choose subcontractors other than those mentioned in the offers unless they obtain the prior written authorisation of the Contracting Entity.

If, subsequently, the Contractor needs to change or add new subcontractors, these new subcontractors will have to provide a statement with the same content described in the above paragraph and following the same form. Nevertheless, no change in subcontractor shall be possible if it does not allow the Bidder maintaining the technical and financial capacity required.

Notwithstanding the grant of any subcontract, the Contractor remains responsible to the Contracting Entity for the performance and observance of all its obligations under the contract as a whole, and for the consequences of any negligent acts of the Subcontractors.

33. General obligations of the contractor

The Contractor shall remain bound by the offer it has presented, whose compliance, in all its terms and conditions, shall be an essential obligation of the contract.

In addition to the obligations established in this Tender Specifications and in the contract, the Contractor must:

- a. To comply with the national laws and provisions applicable to the sector, in particular those governing:
 - Security and surveillance activities;
 - Employment;
 - Social security and taxation;

- Insurance (civil and professional liability);
- b. Specify the particular persons performing the supply (and installation activities) and provide evidence of their registration with and contributions to Social Security, before the start of the performance of the contract. During the lifetime of the contract, the contracting entity must be notified of any replacements of those persons or any changes in their situation and provide evidence that their employment situation complies with the law.
- c. Carry out a correct environmental management of its service, by taking the necessary measures to minimise any impact that arises (such as noise impact, on the environment, correctly manage waste and packaging and other measures appropriate to the subject matter of the contract) in accordance with the current laws in force.
- d. Keep confidential any data or records that are not published or in the public domain relating to the subject matter of the contract, which it has knowledge of through the contract. Also maintain the strict confidentiality of all the information obtained and documents prepared for the purposes of performing the contract and these documents may not be copied, assigned, disseminated, published or used for purposes other than the ones established in this schedule, even after the contract has ended.
- e. Inform the Contracting Entity in writing of the subcontract it intends to enter into, by stating the part of the service it intends to subcontract and the identity and capacity of the subcontractor's contractor. Once the subcontracts have been signed they must be produced within 15 calendar days following the date of their signing.
- f. Have a competent technical manager with medium- or upper-level qualifications as the technical manager responsible for the proper running of its operations and conduct of its staff and liaising with the Contracting Entity.

34. Coordination with the main public works contract

Once the contract has been awarded and formalized, its performance will not take place immediately. The performance will begin once the construction of the buildings where the supplies purchased should be installed are in the right point to efficiently install those products. On that ground, there must be a proper coordination between the performance of the works and the delivery and installation of the supplies. The contracting entity shall notify to the successful bidder the date of delivery and final installation of the contracted supplies with three months in advance. The bidder must take into account aspects such as auxiliary means etc. contemplating in its offer situations where it may be necessary to provide them or coordinate with the prime contractor.

35. Modification of the contract

Modifications of the contract will abide by Title V, Book I and Articles 219 & 296 TRLCSP. Succession into the position of the initial contractor, contract transference, price review and renewal of the contract are submitted to their specific regime in TRLCSP, but they must comply with the boundaries set out by Article 107 TRLCSP, as well.

36. Termination of the contract

A. Normal termination

Normal termination of the contract shall occur with the duly compliance of the contract by the contractor in the foreseen period.

The contractor shall perform the contract within the total period stated for it, as well as the partial deadlines fixed for its progressive execution.

B. Early termination

Exceptionally, the contracting entity shall be authorized to decide an early termination of the contract at any stage when any of the under listed circumstances, considered at the discretion of the contracting entity, occurs. However, the early termination decision taken on the basis of such circumstances should be properly reasoned, motivated and notified to the contractor.

The following shall constitute specific reasons for early termination:

- a. Injustified delay in the start of the performance phase.
- b. Breach of the obligations arising from the general regulations on occupational-risk prevention.
- c. Breach of any of the environmental terms and conditions arising from the general regulations.
- d. Breach of any of the essential contractual obligations.
- e. Repeated breach of any of the special conditions of performance established in this tender specifications that are not essential contractual obligations
- f. Failure to have kept duly confidential any data or records that are not published or in the public domain relating to the subject matter of the contract, which it has knowledge of through the contract.
- g. Repeated delay in the performance of the contract.

C. Consequence of Termination

When the option to terminate the contract were exercised by the contracting entity, the contractor shall not be entitled to claim damages or losses, without prejudice of the corresponding liquidation in proportion to the supplies effectively provided under contract life.

The termination of the contract shall not:

- a. Release the Contractor from any duty or obligation of confidentiality which falls on it, its agents, employees or former employees under this contract or under the general law governing confidential information;
- b. Prejudice or affect any rights, action or remedy which shall have accrued before termination or shall accrue thereafter to any party.

D. Penalties

D.1. Penalties in case of delay

If, for reasons attributable to him, the contractor fails to comply with the total or partial time limits, the contracting entity may choose either to terminate the contract or to impose daily penalties in the proportion of 0.20 euros for each 1000 euros of the contract award price.

In conexión with clause 34, the penalty occurs if the delivery and final installation of the contracted supplies do not start after the three months from the forewarning.

Each time the indicated penalties reach a multiple of 5 per 100 of the contract award price, the Contracting Entity is entitled to choose either to terminate the contract or to impose new daily penalties in the same proportion.

If the delay was caused by reasons not attributable to the contractor and he offered to compliance its obligations, the contracting entity will grant a period of time, at least, equal to the time lost.

D.2. Penalties in case of wrong performance

The improper performance of the contract, or the failure in observing the special execution conditions of the contract, may also lead to the imposition of penalties or sanctions to the contractor in an amount that may be up to 20% of the contract award price, in proportion the seriousness of the breach.

The imposition of these penalties will be agreed after a procedure in which the contractor will be given audience.

VIII.- Procedures for appeal

37. Body responsible for appeal procedures. Competent jurisdiction

The parties submit expressly, for issues that may arise resulting from the interpretation and fulfilment of the terms of the contract, to the Civil jurisdiction and competence of the courts and tribunals of the city of Bilbao, with express resignation to any other law or jurisdiction that may correspond.

List of ANNEXES

ANEXO I

RESPONSIBLE STATEMENT NOT TO BE AFFECTED BY ANY PROHIBITIONS OR INCOMPATIBILITIES FOR CONTRACTING

Mr./Mrs.....residing
in.....street.....and ID card.....
on its own behalf or on behalf of the business..... in
street.....PC.....
Tel..... and VAT..... and for purpose of
completing the requirements demanded by the current legislation of sector
contracts public,

DECLARES

- Neither I nor the company that I represent are not affected by any of the causes of incapacity and incompatibility laid down in the TRLCSP, Royal Legislative Decree 3/2011 of 14 of November.
- Be up to the fulfillment of tax obligations and Social Security imposed by the provisions in force.
- Administrators and/or representatives of the company are not in any of the circumstances provided for in the art.60 TRLCSP, or if existing
- Not to have any conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest.
- Inform the contracting entity, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest.
- Not to have made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract.
- Not to have granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.

DATE:

SIGNATURE:

ANEXO II**LETTER OF INTENT: SUBCONTRACTOR**

Mr. /Mrs residing
in..... street..... and ID
card..... on its own behalf or on behalf of the
business..... in
street.....PC..... Tel..... and
VAT..... and for purpose of completing the requirements
demanded in the tender documents.

DECLARES

- Administrators and/or representatives of the company are aware of the provisions set out in the tender documents.
- Meet the qualification requirements for the subcontracted service.
- Have our resources at the bidder disposal for the full duration of the contract.

DATE:**SIGNATURE:**

ANNEX III

DECLARATION MODEL OF VALUES FOR CRITERIA TO BE EVALUATED BY MATHEMATICAL FORMULAS

I, the undersigned (*name and surname*) _____
 as (*an individual or position within the legal entity*) _____
 of the following legal entity (hereafter the “**Bidder**”) (*name of legal entity*) _____
 _____ With registered office in
 _____ street address _____ post code _____
 in the City of _____ telephone _____ fax _____
 e-mail _____ VAT reg. n°. _____

HEREBY STATE AND DECLARE

under my own personal responsibility, fully aware of the infringements and penalties provided by the Spanish Law in case of fraudulent statements,

THAT

The values expressed in the following sections are correct:

Lot number 1: Opaque façade

THERMAL TRANSMITTANCE VALUE

Option 1:

Declaration according to ISO 6946:2007 “Building components and building elements - Thermal resistance and thermal transmittance - Calculation method”

Nº	Material	Th [m]	λ [W/m]	R [m ² K/W]
-	Exterior superficial resistance	-	-	0,04
1				
2				
3				
4				
5				
...				
-	Internal superficial resistance	-	-	0,13
Total resistance [m ² K/W]				
CALCULATED THERMAL TRANSMITTANCE [W/m ² K]				

Conductivity factors data source: _____

Option 2:

Declaration of the thermal transmittance value of the complete proposed solution measured experimentally by accredited laboratories according to a reference standard.

Nº	Material	Th	λ	R
----	----------	----	-----------	---

		[m]	[W/mK]	[m ² K/W]
1				
2				
3				
4				
5				
...				
MEASURED THERMAL TRANSMITTANCE [W/m²K]				

Conductivity factors data source: _____
 Reference standard of measurement: _____

In both options it is mandatory to specify the origin of data for thermal conductivity (λ). Acceptable sources may include commonly applied regulations and standards, as well as certified independent laboratory test report, especially when values are outside normal ranges. Corresponding certificates have to be included
 Attach corresponding laboratory test report or/and certifications.

GLOBAL WARMING POTENTIAL (GWP) – CO₂ EQUIVALENT

N°	Material	Functional Unit [FU]	Kg CO ₂ equiv/FU	N°FU/ m ²	Kg CO ₂ equiv/m ²
1					
2					
3					
4					
5					
...					
TOTAL kg CO₂-equivalent [kg CO₂/m²]					

Attach corresponding Environmental Product Declaration. It is mandatory to specify the origin of data when no specific EPD is provided for any of the products.

TOTAL THICKNESS

TOTAL THICKNESS OF THE FAÇADE [mm]	
---	--

Attach product(s) data sheet

FINANCIAL PROPOSAL

Material	Unit price [€/m ²]	Number of units [m ²]	Price [€]	Price origin

TOTAL PRICE [€]				

Lot number 2: Windows
THERMAL TRANSMITTANCE VALUE

Element	Material and thickness	% surface	U [W/m ² K]
Glazing			
Frame			
THERMAL TRANSMITTANCE OF WINDOW [W/m ² K]			

Transmittances factors data source: _____

It is mandatory to specify the origin of data for thermal transmittances (U). Acceptable sources may include commonly applied regulations and standards, as well as certified independent laboratory test report, especially when values are outside normal ranges. Corresponding certificates have to be included

Attach corresponding laboratory test report or/and certifications.

GLOBAL WARMING POTENTIAL (GWP) – CO2 EQUIVALENT

Material	Functional Unit [FU]	Kg CO ₂ equiv/FU	N°FU/ m ²	Kg CO ₂ equiv/m ²
TOTAL kg CO ₂ -equivalent [kg CO ₂ /m ²]				

Attach corresponding Environmental Product Declaration. It is mandatory to specify the origin of data when no specific EPD is provided for any of the products.

In witness whereof I sign this affidavit.

(place and date)

Signature

Place, date and signature of the declarant

Stamp of the bidder