

CENER | CENTRO NACIONAL DE ENERGÍAS RENOVABLES

TENDER SPECIFICATIONS

for a

CONTRACT FOR THE SUPPLY OF A MECHANICAL LOAD TESTER BENCH (CPV 38540000-2 – Machines and apparatus for testing and measuring)

1. LEGAL STATUS

The contract for the supply of a Mechanical Load Tester Bench (hereinafter, the "**Equipment**") shall be governed by (i) the present Tender Specifications for Contracting and its Exhibits and Annexes and, further, by the Contract to be entered into with the successful tenderer; (ii) the Public Procurement Law of Navarre (*Ley Foral 2/2018*, of April 13, 2018) (hereinafter, the "**LFCP**") and Spanish civil and commercial law, and (iii) any other relevant provisions as may be applicable from time to time.

The submission of a tender implies full acceptance of the present Tender Specifications for Contracting including all Exhibits and Annexes thereto that shall be binding for the tenderer. Any participant in the present contracting process agrees expressly to the institutional transparency policy regarding any data involved in the process' tendering, awarding and execution phases until its final completion. The Spanish version of these Tender Specifications shall prevail.

2. CONTRACTING ENTITY

The Contracting Entity is **Fundación CENER**, incorporated and registered with registration code number 115 with the Register of Foundations of the Department of the Presidency, Public Administration and Services, Interior and Justice (*Registro de Fundaciones del Departamento de Presidencia, Función Pública, Interior y Justicia*) (hereinafter, **CENER** or National Centre for Renewable Energies, in Spanish *Centro Nacional de Energías Renovables.*)

CENER is a research and technological national organization specialising in research and translational research, development and fostering of renewable energies in Spain. CENER adapts to the private businesses and public entities requirements and advances, promotes the technological development of renewable energies and combines research, development and technology transfer with the provision of technical support services.

CENER's legal address and registered business place is located at Avenida Ciudad de la Innovación nr. 7 in 31621 Sarriguren (Navarre, Spain). If CENER, at its discretion, modifies this address, the new registered address shall be notified to any party that may be affected.

3. SUBJECT MATTER OF THE CONTRACT

3.1 The purpose of this document is to set forth the specifications and procedure for CENER to award a contract for the supply of the Equipment. Therefore, the contract shall cover implementation by the successful tenderer of all activities and works required for the design, manufacture, installation and start-up of the Equipment at the laboratory of Solar Photovoltaic at CENER site at Ciudad de la Innovación nr. 7, in Sarriguren (Navarre, Spain), in compliance with the present Tender Specifications and the Technical Specifications (Exhibit nr. 1.)

3.2. The awarded tenderer shall provide any and all services and supply any and all materials, components, parts, instruments or elements, including those not expressly mentioned in the Technical Specifications, that are necessary for the adequate compliance with the mentioned Technical Specifications and for the correct implementation of the contract. The Technical Specifications set forth

in Exhibit nr. 1, are indicative of the expected works and quality and, therefore, may not be absolutely complete or accurate. In any event, the successful tenderer shall bear exclusive liability for implementing all activities necessary for the correct supply delivery.

4. TYPE OF CONTRACT. CPV CODE

CENER and the successful tenderer shall enter into a supply contract. According to Regulation (EC) No 2195/2002 of the European Parliament and of the Council of 5 November 2002 on the Common Procurement Vocabulary (CPV), amended by Commission Regulation (EC) No 213/2008, the contract's CPV code is "CPV 38540000-2.– Machines and apparatus for testing and measuring".

5. CONTRACT ESTIMATED VALUE

5.1. The estimated value of the contract is **ONE HUNDRED AND FIFTY FIVE THOUSAND EUROS (155.000-€)** (VAT not included). Tenderers shall either adjust the offers to the mentioned amount or reduce their offers' original price accordingly. **Any offer exceeding the indicated amount shall be inadmissible**.

5.2. The above mentioned amount shall include all costs and expenses incurred by the awarded tenderer and for the fulfilment of all its obligations under the contract, including without limitation, design, manufacturing, transport, start-up, warranty, staff training, and, furthermore, any applicable taxes, duties or customs tariffs that may be applicable, with the only exception of the Value Added Tax, VAT (in Spain, *IVA, Impuesto Sobre el Valor Añadido*) that shall be paid by CENER, as applicable.

5.3. Tenders qualifying as "abnormally low" pursuant to section 18 herein below shall not be admitted.

6. CONTRACT TERM

6.1 The design, manufacturing, supply, installation and start-up of the Equipment as set forth in the Tender Specifications and in the Technical Specifications shall be completed within a **maximum period of twenty six (26) weeks starting as of the effective date of the contract to be entered into between CENER and the awarded tenderer**, except in the event the successful tenderer had offered a shorter implementation period, which shall then be applicable.

6.2 Implementation deadlines shall be considered as essential elements of the Contract.

7. CONTRACT AWARD PROCEDURE

The supply agreement shall be awarded by means of an **OPEN CALL PROCEDURE FOR AN ESTIMATED VALUE INFERIOR TO EUROPEAN THRESHOLD**, pursuant to articles 72, 89 and 94 of LFCP, Public Procurement Law of Navarre.

8. CONTRACTING COMMITEE

In compliance with article 50 of LFCP, Public Procurement Law of Navarre, the present tender procedure shall be dealt with and informed of by the Contracting Committee, and CENER's Board of Directors shall be responsible for making the final decision. The Contracting Committee shall have the following three (3) members:

- One member from CENER's Finance Department
- One member, holding an advanced university degree in law from CENER's Legal Department
- One member from amongst CENER's technical staff

9. LEGAL STATUS AND CAPACITY TO CONTRACT

9.1 Participation in this procurement procedure is open to all natural and legal persons, whether Spanish nationals or not, with full legal capacity and having sufficient economic and financial, and technical and professional capacity to implement the contract, and not being affected by any prohibition to contract by the end of the tender submission period.

Tenderers may participate in a joint offer, as set forth in article 13 of LFCP, Public Procurement Law of Navarre, provided they shall assume joint and several liability for the performance of the contract. Joint participation shall be evidenced by means of a document stating the participants' will to tender jointly, their respective quota shares (as a percentage), and designating a single leading representative appointed and authorised by the other partners via powers of attorney and duly empowered to exercise their rights and meet their obligations under the awarded contract until its termination, without prejudice to the joint powers for collections and payments the partners may also have.

9.2 A tenderer must submit one tender only for the contracting of the Equipment supply. In the event a tender is submitted individually, such tenderer shall not be part of a successive joint tender and *vice versa*. Likewise, in the event an individual is part of a submitted joint tender, such individual shall not be part of a submitted joint tender with other third parties. For clarity, an economic operator can only participate once as a tenderer, whether as sole tenderer, as leader in a joint tender or as partner in a joint tender. **Infringement of the foregoing shall cause automatic rejection of all offers submitted where the same tenderer participates whether individually or jointly.**

10. ECONOMIC AND FINANCIAL CAPACITY

As a **prerequisite** to participate in this procurement procedure, tendering companies must provide evidence of their economic and financial soundness in the terms and conditions set forth below.

Economic and financial solvency will be accredited by means of a statement reporting the firm's overall turnover referred to any financial year amongst the last three available - depending either on the date on which the business was founded or its activities begun - to the extent the relevant overall turnover references are accessible, as set forth in article 16 of LFCP, Public Procurement Law of Navarre. The minimum level of economic & financial soundness that must be evidenced for the relevant fiscal

year is at least TWO HUNDRED AND THIRTY THOUSAND EUROS (230.000-€) (VAT not included).

For tenders submitted either by temporary joint ventures set up for this purpose or by tenderers acting jointly, the amounts indicated by each singular individual/entity shall be cumulative and their total aggregated amount must at least reach the required minimum amount indicated above.

In the event a tenderer relies on third parties to provide evidence of the economic and financial capacity of the awarded tenderer, they shall be deemed to act jointly and, if successfully awarded the contract, the tenderer and the referred third parties shall execute the contract jointly, being, thus, jointly and severally liable for the contract's performance.

Any bid failing to meet the economic and financial solvency requirements laid down in this section shall not be admitted and shall result in the exclusion of any non-compliant tenderers.

11. PROFESSIONAL AND/OR TECHNICAL CAPACITY

Tenderer must prove that it has the technical and/or professional capacity to implement the contract, which shall be evidenced as follows:

The technical and/or professional capacity shall be shown, in accordance with article 17 of LFCP, Public Procurement Law of Navarre, by submitting supporting evidence of having implemented at least two (2) contracts for an amount equal to or greater than ONE HUNDRED AND FIFTY FIVE THOUSAND EUROS (155.000-€) (not including VAT) each, with a similar purpose and scope to those described in the Technical Specifications (Exhibit nr. 1), and the mentioned amount having been drawn upon within the last three (3) years.

For this purpose, tenderers must submit a report document listing the main service contracts or agreements similar to those described in the Technical Specifications (Exhibit nr. 1), they carried out during the last three (3) years, where a minimum of two (2) such agreements must be of an amount equal to or greater than ONE HUNDRED AND FIFTY FIVE THOUSAND Euros (155.000-€) (not including VAT) each. This document shall be made in accordance with the sample model of Exhibit nr. 3.

For tenders submitted either by temporary joint ventures set up for this purpose or by jointly acting tenderers, the cases reported by each singular individual/entity shall be cumulative and must be considered as an aggregated whole for the purposes of meeting the requirements.

Any tender not meeting the prerequisites of professional and/or technical capacity set forth in this section shall not be admitted and shall result in the exclusion of the non-compliant tenderers.

12. ADDITIONAL INFORMATION

Any party interested in the tender may request additional information on the Tender Specifications, Technical Specifications and/or any additional or supplementary documents in writing to *amartinez@cener.com*. Requests for additional information may be sent up until six (6) working days before the deadline for the submission of tenders. Responses shall be obtained from the Public Procurement Portal of Navarre (in Spanish, *Portal de Contratación de Navarra*) and placed online at the mentioned Portal up until three (3) working days before the deadline for the submission of tenders. CENER will have five (5) working days following receipt of the request to respond to it, provided that this five (5) working day period does not conflict with the previously established period of three (3) working days before the deadline for the submission of bids, that will prevail.

13. SUBMISSION OF OFFERS

The tender solicitation documents supporting the offer must be submitted exclusively through PLENA, Navarre Electronic Tendering Platform (in Spanish, *Plataforma de Licitación Electrónica de Navarra, PLENA*), featured on the call for tenders' section of Procurement Portal of Navarre (in Spanish, *Portal de Contratación de Navarra*) (www.contrataciones.navarra.es), in accordance with the following paragraphs.

Likewise, any communications, filings, actions and procedural requirements with any person involved in the present tender shall be made through PLENA.

The tender call notice shall set the deadline for the submission of tenders, which shall not be less than fifteen (15) days from the day following publication of the call notice for the tender at Navarre Procurement Portal (*Portal de Contratación de Navarra*.)

At the time of closing the offer submission by the tenderer, the system will generate a digital fingerprint - *cryptographic key code* - of the offer's content as its evidence filed and recorded. In the event of any problems* while entering the offer at PLENA, if the digital fingerprint - *cryptographic key code* - is sent within the period for the submission of tenders to the contracting entity via electronic mail to the contact address indicated at Navarre Procurement Portal (*Portal de Contratación de Navarra*), an additional twenty four (24) hour period shall be granted for receiving the offer in full through PLENA platform and thus consider the submission as completed. Any offer application received beyond the deadline set in the tender call notice must comply with this section's requirements to be admitted.

> *(* In this respect, please bear in mind that the bigger the offer size (measured in megabytes, MB), the longer time it may take for the filing process to be completed. Other circumstances may also affect the offer electronic submission, such as failing upstream speed due to poor Internet connection, among others.)*

The time lag between date and time of the computer submitting the offer and the server of Government of Navarre (*Gobierno de Navarra*) must not exceed five (5) minutes.

The time reference used by the servers of the Government of Navarre (*Gobierno de Navarra*) is the computer Coordinated Universal Time (UTC), a time scale with an accuracy adjustment of plus minus one second (+- 1 sec.), used by official agencies and laboratories worldwide. In this tender procedure, UTC shall be the official time for electronic communications networks and services, where UTC providers are:

- Prime Time Provider: hora.roa.es (*Real Instituto y Observatorio de la Armada*: two servers based in San Fernando, Cádiz, Spain and a third one in Madrid, Spain)

- Secondary Time Providers:
  - canon.inria.fr , INRIA, Paris, France
  - i2t15.i2t.ehu.es , UPV-EHU

If at the time of opening the envelopes, a late submission is detected for which a digital fingerprint has been received, the offer submitted shall be admitted and considered effective and valid if the digital fingerprint is matching and the offer's reception date falls within the above mentioned extended twenty four (24) hour period granted.

If, on the contrary, the digital fingerprint does not match or the offer's reception date falls beyond the extended twenty four (24) hour period granted, the offer shall be rejected, and the relevant envelope shall not be opened.

In the event of an offer submitted after the deadline where the tenderer alleges late filings due to technical issues, a check shall be carried out to verify the occurrence of incidences and/or technical problems in the Platform at the time of submission. The concerned offer filed shall be admitted in the event of incidences or disruptions in the Platform normal service operation, only. The tenderer's lack of knowledge or occurrence of technical issues outside the Platform shall not excuse late offers submissions and shall imply no admission of any such offers.

14. OFFER PRESENTATION FORM

From the tender call notice of the Procurement Portal of Navarre (*Portal de Contratación de Navarra*) any person interested in the tender can access the PLENA, Navarre Electronic Tendering Platform (*Portal de Licitación Electrónica de Navarra [PLENA]*) where they can download a desktop software application to prepare and file in their tender offer by means of an "electronic envelope". This application shall be downloaded once only and shall be valid for any successive tender called by any entity subject to PLENA to be made therethrough.

Offers shall be encoded on the desktop of the tenderer through standard encryption mechanisms and tools and once filed in, will be stored at a secure report repository.

Offers must be signed electronically using a qualified electronic signature, officially issued by a Certification Service Provider, that must guarantee the sender's identity and the integrity of the offer and of any related document, in compliance with Spanish Law 59/2003 of December 19, 2003, on electronic signature and public procurement by electronic means *(*in Spanish*, Ley 59/2003, de 19 de diciembre, de firma electrónica y demás disposiciones de contratación pública electrónica.)*

PLENA platform does not set any limit to the number of files that may be attached to an offer. The maximum size allowed for any individual file attached to the electronic offer is 50 megabytes, MB. The maximum total size allowed for the electronic offer, comprising all files attached thereto, is 100 megabytes, MB.

The formats PLENA platform accepts for the files attached to the offer submission are the major standard file formats (doc, docx, xls, xlsx, ppt, pptx, rtf, sxw, abw, pdf, jpg, bmp, tiff, tif, odt, ods, odp, odi, dwg, zip.), and, as an alternative option, other file formats may be packaged together in a compressed ZIP file.

In the event of discrepancies between the values entered in the fill-in forms displayed on the platform and the supporting documents attached as files to evidence fulfilment of the tender criteria, the documents and files attached electronically by the tenderer or by its duly appointed representative shall prevail. The offers' submissions must be presented in a form in accordance with the model and structure set forth for this offer at PLENA platform.

The tenderers' offers shall be presented following the model and structure laid down for this tender at PLENA, Navarre Electronic Tendering Platform, that will contain three (3) envelopes identified as:

- Envelope nr. 1: Administrative Documents
- Envelope nr. 2: Technical Offer
- Envelope nr. 3: Economic & Financial Offer

14.1 Envelope nr. 1 "Administrative Documents"

Envelope nr. 1 shall contain the following documents:

1. **A tenderer Declaration on Honour, in accordance with Exhibit nr. 2,** stating that it complies with the requirements to contract set forth in article 55 of Navarre Regional Law 2/2018 (*Ley Foral 2/2018*.) For joint tenders, all the parties involved must submit a Declaration on Honour each.

2. **Documents to evidence economic and financial capacity, in compliance with the terms set forth in section 10 of the present Tender Specifications:**

   • A statement of the firm's overall turnover referring to any financial year amongst the last three available, depending either on the date on which the business was founded or its activities begun. The minimum level of financial and economic soundness that must be evidenced for the applicable fiscal year is at least TWO HUNDRED AND THIRTY THOUSAND EUROS (230.000-€) (VAT not included).

3. **Documents to evidence technical and professional capacity, in compliance with the terms set forth in section 11 of the present Tender Specifications.**

   • A report document listing the main service contracts or agreements similar to those described in the Technical Specifications (Exhibit nr. 1), carried out during the last three (3) years, where a minimum of two (2) such agreements must be each of an amount equal to or greater than ONE HUNDRED AND FIFTY FIVE THOUSAND Euros (155.000-€) (not including VAT).

4. **In the event of Joint Arrangements or Temporary Consortiums (in Spanish, *Uniones Temporales de Empresas* or *UTEs*) or where two or more legal or natural persons participate jointly, a document stating their will to participate jointly,** their respective quota shares (expressed as a percentage) and the single representative designated and authorised by the other partners via powers of attorney and duly empowered to exercise their rights and meet their obligations under the contract until contract's termination. The referred document must be signed by each of the joint participants and the designated representative.

5. In the event of the awarded contract being subcontracted, a **document describing the portion of the contract intended to be subcontracted and identifying the intended subcontractor(s).**

6. In the event the tenderer relies on third parties to support the tenderer's economic and financial and/or technical and professional capacity, **he/she/it must provide a document evidencing the existence of a formal binding agreement with the mentioned third parties, where the later undertakes to enter into the contract jointly with the tenderer, if awarded the contract, and their willingness to provide the services described in the offer in compliance with the Tender Specifications, and to being jointly and severally liable for the contract's performance**. Additionally, evidence that the third parties supporting the tenderer's economic and financial capacity, also have the required technical and professional capacity, by providing the **Documents to evidence technical and professional capacity, in compliance with the terms laid down in section 11 of the present Tender Specifications** and the **Documents to evidence economic and financial capacity, in compliance with the terms set forth in Section 10 of the present Tender Specifications.**

The conditions and / or circumstances referred to in the previous sections must be fulfilled on the final date for the submission of tenders and must still occur at the time of execution of the contract.

14.2 Envelope nr. 2 "Technical Offer"

Tenderer shall include in this envelope a Technical Report or Dossier covering all aspects and sections described under the present tender Technical Specifications (Exhibit nr. 1) so as to provide the basis to apply the qualitative awarding criteria laid down herein. With respect to **improvements**, only the improvements upgrading the quality of the service, as indicated in Section 2 of the Technical Specifications in Exhibit nr. 1 shall be taken into consideration.

CENER shall reject any offer not meeting all the technical specifications detailed in Exhibit nr. 1 (Technical Specifications). Any tender falling short of the twenty five (25) point minimum threshold (excluding Improvements) in accordance with the criteria for allocation of points broken down in section 17.1 table will be automatically rejected.

14.3 Envelope nr. 3 "Economic & Financial Offer"

Envelope nr. 3 shall contain the following documents:

1. **Economic & Financial Offer:** The tenderer shall include in this envelope the tenderer's financial offer, drawn up in accordance with the following terms:

    - The tenderer shall include in this envelope its financial offer, on **a form conforming with the offer sample model attached hereinunder as Exhibit nr. 4.**
    - The financial offer **shall not exceed the amount indicated in section 5 of this Tender Specifications.**
    - The amount indicated in the economic & financial offer shall be considered as not inclusive of the Value Added Tax, VAT.
    - In case of discrepancy regarding the amounts indicated in the economic & financial offer expressed both in words and figures, the amounts expressed in words shall prevail.
    - **Abnormally low tenders shall be regulated pursuant to section 18 of this Tender Specifications.**

2. **Ethical Standards and Social Responsibility Criteria:** The following measures shall be positively evaluated:

   - **Plan for Reconciliation of the Personal, Family and Professional Life:** For the design and adoption of measures promoting a better balance between personal, professional, and family life, applicable to the staff of the tenderer who will engage in the performance of the contract.

     For this purpose, the plan projected will be submitted providing a description of the specific measures: improvement or extension of the leaves of absences, work breaks for family duties and/or any equivalent figures established by current legal regulations; flexibility and/or adjustment of working hours, or working schedules, or teleworking systems; reconciliation support services, or others.

   - **Equality Plan:** For drawing up and implementing a plan on equality between men and women applicable to the staff of the tenderer.

     For this purpose, the plan projected will be submitted providing a description of the specific measures adopted by the firm.

Any offer that includes any information concerning quantifiable criteria in Envelope nr. 1 or in Envelope nr. 2 which, in accordance with the present regulating Tender Specifications should have been included in Envelope nr. 3, shall be rejected.

15. PERIOD OF VALIDITY OF THE TENDERS

The offers entered by the tenderers shall have a period of validity of six (6) months from the closing date for submission of tenders.

In the event **CENER** had not awarded the contract after the above mentioned period of validity of the offers, tenderers shall be free to withdraw their tenders with no penalty.

16. OPENING OF TENDERS AND AWARD PROPOSAL

16.1. Opening of Envelope nr. 1 "Administrative Documents" and Admission of Tenderers

After the closing date for the submission of tenders, the administrative documents submitted by tenderers in the Envelope nr. 1 ("Administrative Documents") shall be evaluated in an internal act.

In the event the documents provided are incomplete, inaccurate, unclear or, in general, raise any doubt, the tenderer concerned shall be required to complete or remedy the shortcomings observed in the documents, within a minimum period of five (5) calendar days - which deadline shall be indicated in the notice - from the date of the remedy requirement notice. Such requirement notice shall be addressed electronically and sent via PLENA's platform notices system.

16.2. Opening of Envelope nr. 2 "Technical Offer" and Evaluation

After having evaluated the "Administrative Documents", the Contracting Committee, acting internally, shall open the Envelope nr. 2, "Technical Offer", of the already admitted tenders and proceed to their evaluation in accordance with the duly weighted award criteria laid down herein.

At its discretion, **CENER** may request all explanations, clarifications or items (i.e., documents, reports) of supplementary information relating to the contract's subject matter it may deem necessary before making the final award decision. However, these explanations, clarifications or items of supplementary information submitted by tenderers upon **CENER**'s request shall neither change nor alter the essential or key elements of the offer submitted nor broaden, improve nor expand it.

CENER may reject any tender technically inadequate or not ensuring satisfactory performance of the contract and shall state the detailed reasons for such rejection (i.e., in the event of a tender that does not meet the quality specifications and/or the minimum requirements set forth in the Technical Specifications of Exhibit nr. 1.) Any tender which Technical Reports or Dossiers fall short of the twenty five (25) point minimum threshold (excluding Improvements) in accordance with the criteria for allocation of points indicated on the section's 17.1 table, shall be automatically rejected.

16.3. Opening of Envelope nr. 3 "Economic & Financial Offer"

At the date and time indicated on the tender call notice, which must not be less than three (3) days from its publication at the Procurement Portal of Navarre *(Portal de Contratación de Navarra)*, the Contracting Committee **shall open the Economic & Financial Offer**. The result of the evaluation of the documents submitted by the tenderers shall be published on the Platform afterwards. The mentioned result notice shall detail the tendering entities or persons admitted; those not admitted and the reasons for such non admissions; and the Contracting Committee's evaluation of the technical offers and the economic & financial offers.

17. AWARDING CRITERIA

The contract awarding criteria applicable are as follows:

17.1. Assessment of Envelope nr. 2 "Technical Offer": up to 40 points

Any tender technically not compliant or which technical reports or dossiers fall below the twenty five (25) point minimum threshold as indicated on the **"Minimum Required Score"** column shall be automatically rejected. Allocation of points shall be done in accordance with the following terms:

	MINIMUM REQUIRED SCORE	MAXIMUM SCORE
	25	**30**
1.1.- Standards and Testing Capacity:	**3**	**3**
Ability to meet the requirements of the following tests: - Static mechanical load test (section 4.16 IEC 61215-2:2021[1]), - Dynamic mechanical load test (IEC TS 62782:2016[2]), and - Mechanical load test with positive or negative pressure (section 15 ISO 9806:2017[3])	3	3
1.2.- Dimensions and General Features:	**3**	**4.5**
Test Area larger than 2400mm long x 1500mm wide	1	1
Test sample placed on a horizontal plane	1	1
External Dimensions below 3600mm long x 2900mm wide x 3800mm high	1	1
Tooling: speed and efficiency of the adjustment system for testing units will be evaluated	0	1.5
1.3.- Technical Specifications:	**11**	**12**
Maximum applicable load: - 7.500 Pa Front side for a 2.4m x 1.5m maximum area - 6.100 Pa Back side for a 2.4m x 1.5m maximum area	2	2
Minimum applicable load (uniformity conditions): 500 Pa	1.5	1.5
Pressure applied by Pneumatic Cylinders	0.5	0.5
Pressure applied alternately in both directions	0.5	0.5
Maximum non-uniformity pressure: ±5%	1.5	1.5
Ability to apply pressure on curved surfaces	0.5	0.5
Maximum frequency of the pressure cycle: 3 to 7 cycles/minute - 0.5 points allocated for a 3 cycles/minute frequency - and 0.25 additional points for each additional cycle/minute up to a maximum of 7 cycles/minute frequency.	0.5	1.5
Number of load cells: 4 for the entire test area	1	1
Maximum distance between pistons: 20 cm	1.5	1.5
10% coverage ratio for the maximum surface	1	1
Class of load cells: Class 1	0.5	0.5
1.4.- Accessories:	**4**	**4**
Adjustable structure, fit for anchoring test units Bosch profiles or similar	0.75	0.75
Programable DC power supply, and communication systems: 750 W; 300 V; 2,5 A.	0.5	0.5

Temperature sensor	0.25	0.25
Test unit deformation sensor	0.25	0.25
Computer equipment with monitor	0.25	0.25
Kit for calibration of the tester bench force measurement	2	2
1.5.- Software:	**0.5**	**2**
Inclusion of the following functions and configurations will be evaluated: • Enable/disable cylinders (could be mechanically done) • Allow programming of both static and dynamic cycle tests • Number of cycles • Frequency of cycles • Individualized configuration of pressure levels for different cycles (positive and negative) • Time to apply the maximum pressure for each cycle • Voltage and current to apply to PV module for continuity measurement • Sampling period for data collection • Monitoring of at least the following parameters during the test: - Number of cycles programmed, performed, pending… - Cycle time - Mean instantaneous pressure and load cells' - PV module temperature, current and voltage - Graphical display of voltage, current, temperature, load levels, *et cetera* values - Warp / Buckling measured by optical sensor	0	1.5
Exporting data to formats such as Excel, Csv, and other	0.5	0.5
1.6.- Supply Terms:	**3.5**	**4.5**
Transport, installation and start-up at CENER	2	2
Six (6) hour staff training	0.25	0.25
Manuals of instructions of use, maintenance, *et cetera* in English	0.75	0.75
Two (2) year warranty	0.5	0.5
Maintenance service, technical support and spare parts supply. Description of the maintenance service provided, response times, maintenance plans or agreements, *et cetera* will be evaluated	0	1
IMPROVEMENTS	**0**	**10**
2.2.- Technical Specifications:	**0**	**0.5**
Class of load cells: Class 0.5	0	1
2.3.- Accessories:	**0**	**5.5**
Allow variation of the angle of application of pressure	0	2

Supply of an additional sensor to measure deflection of the module	0	0.5
Supply of a measurement system for load distribution: systems' design, speed and ease of use for measurement, and accurateness, among others, will be evaluated	0	3
2.5.- Supply Terms:	**0**	**4**
Extension of warranty (0.5 additional points for each additional year up to a maximum of 1.5 points)	0	1.5
Equipment instructions and user manuals in Spanish language	0	1
Delivery time: twenty six (26) weeks (0.5 additional points for every period of two (2) weeks in advance up to a maximum of 1.5 points)	0	1.5

17.2. Assessment of Envelope nr. 3 "Economic & Financial Offer": up to 60 points, according to the following criteria

1. **Economic & Financial Offer: Up to 50 points**

Under no circumstances will the economic & financial offer's amount exceed the amount indicated in section 5 "CONTRACT ESTIMATED VALUE". Allocation of points shall be done in accordance with the following formula:

$$\text{Points} = \frac{\text{Maximum Price} - [(\text{Financial Offer} - \text{Lowest Financial Offer}) * 2]}{\text{Maximum Price}} \text{ x50}$$

Ethical and social responsibility criteria: Up to 10 points. Allocation of the 10 points shall be implemented according to the breakdown below:

- **Plan for Reconciliation of the Personal, Family and Professional Life:** For the design and adoption of measures promoting a better balance between personal, professional, and family life, applicable to the staff of the tenderer who will engage in the performance of the contract. For this purpose, the plan projected will be submitted providing a description of the specific measures: improvement or extension of the leaves of absences, work breaks for family duties and/or any equivalent figures established by current legal regulations; flexibility and/or adjustment of working hours, or working schedules, or teleworking systems; reconciliation support services, or others.	Up to 5 points

If the bidding company has a **Plan for Reconciliation of the Personal, Family and Professional Life**, it will score 5 points and 0 points otherwise.	
- **Equality Plan:** For drawing up and implementing a plan on equality between men and women applicable to the staff of the tenderer. For this purpose, the plan projected will be submitted providing a description of the specific measures adopted by the firm. If the bidding company has an **Equality Plan**, it will score 5 points and 0 points otherwise.	Up to 5 points

The evaluations made for each criterium shall be rounded off to two (2) decimal places. The offers exceeding the maximum price indicated in section 5, "ESTIMATED VALUE", and those qualifying as 'abnormally low' pursuant to section 18 below, "ABNORMALLY LOW OFFER", shall be rejected.

The contract for the supply of Equipment shall be awarded to the offer scoring the highest number of points.

18. ABNORMALLY LOW OFFER

Article 98 of the LFCP (Public Procurement Law of Navarre) shall apply to abnormally low offers. In any case, **an offer shall be deemed as abnormally low when the offer's price/amount is at least twenty five (25) percentage points below the contract's estimated value**.

19. AWARD OF THE CONTRACT

After opening the economic & financial offers, and within a maximum period of two (2) months, CENER shall award the contract for the supply of the Equipment to the tenderer having scored the highest number of points and having evidenced compliance with the requirements of economic and financial solvency and of professional and technical capacity set forth under the present Tender Specifications.

In case of a tie between two or more tenders, it shall be resolved according to the procedure described in article 99 of LFCP (Public Procurement Law of Navarre).

Without prejudice to the above, CENER is allowed to decide that no award shall be made under the tendering procedure, if it deems that the procedure has been unsuccessful, namely where no suitable qualitatively or financially acceptable tender has been received and in any other cases as provided by applicable laws. Furthermore, CENER may desist from awarding the contract and/or abandon the tender procedure pursuant to the terms of art. 103 of LFCP (*Public Procurement Law of Navarre*).

Following the adoption of the awarding decision, CENER shall inform tenderers in writing of its decision.

20. SUBMISSION OF SUPPORTING DOCUMENTS

Within a maximum period of seven (7) days as of the date in which CENER notifies its awarding decision to the successful tenderer, the intended winning tenderer shall submit the following documents, or their equivalent for foreign legal persons, through PLENA's platform site:

(i) **Documents evidencing the successful tenderer's legal and regulatory capacity**, in accordance with the terms set forth as follows:

- If the tenderer is a natural person, a copy of tenderer's identity card (*DNI* in Spain) or an equivalent legal document, certified by a notary or by a governmental bureau.
- If the tenderer is a legal person, a copy certified by a notary or by a governmental bureau of the tenderer's certificate of incorporation (and, where applicable, of any other documents modifying its bylaws, the administration board structure or any members of the latter) duly registered with the public Register of Businesses (*Registro Mercantil,* in Spain) where such registration is mandatory by law. In the event registration is not mandatory, tenderer shall provide the certificate of incorporation, memorandum of association or a similar incorporation instrument, the company by-laws or articles of association or documents that lay down the entity's governing rules and any instrument incorporating changes or modifications thereof, and, as the case may be, proof of registration at the appropriate register.
- If the tenderer is a non Spanish legal person of a Member State of the European Union or European Economic Area where registration with a trade or business register is mandatory by its applicable national law, the evidence of registration, *affidavit* or similar official deposition or a certificate as provided for in Annexes IX A, IX B or IX C of the DIRECTIVE 2004/18/EC of the European Parliament and of the Council of 31 March 2004 *on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts*, under the specific requirements of the law of the Member State in which they are established.
- If the tenderer is a legal person of a non Member State of the European Union or European Economic Area, besides proving it has full legal capacity and sufficient economic and financial, and technical and professional capacity under the law of its Member State of origin, it must also provide evidence by means of a statement of the Spanish diplomatic mission in its country, attached together with the submitted documents, that the tenderer's country of origin allows Spanish businesses to take part in tendering procedures on the conditions laid down in this agreement and/or in a substantially

similar manner. This reciprocity report will not be necessary for entities from countries signatories of the Agreement on Government Procurement of the World Trade Organization (the *WTO GPA*). Legal entities registered with the Voluntary Register of Tenderers of Navarre (*Registro Voluntario de Licitadores de la Comunidad Foral de Navarra*) shall be exempted from submitting the above mentioned documents if they provide a registration certification form from the mentioned Voluntary Register of Tenderers of Navarre together with the entity's legal representative declaration on honour representing the certificate effectiveness at the time of submission.

- A copy certified by a notary public office or by a governmental bureau of the power of attorney (registered at the Business Register if such registration is mandatory for the legal entity) of the offer's signatory, and of his/her identity card (*DNI*), passport or equivalent legal document.
- In case of a joint tender, the documents described above shall be submitted by each joint participant.

(ii) **Documents evidencing tenderer's compliance with regulatory and taxation obligations**, in accordance with the following terms:

- Last receipt of B&O tax (*Impuesto sobre Actividades Económicas,* in Spain) or its equivalent in the relevant country; declaration on honour of being registered as a standing economic operator; and declaration on honour of exemption of payment pursuant to Spanish Law 51/2002, of December 27, 2002 on modification of Local Tax Offices, where applicable.
- Certificates issued by the competent Tax Offices where tenderer is taxable, evidencing that the tenderer has fulfilled all taxes and contributions for which is liable regarding Personal Income Tax, or Corporate Tax, as the case may be, and Value Added Tax, VAT, or any Declaration on Honour of being exempted of tax payment that may apply, if any.

(iii) **Official statement issued by the competent Social Security agency** (*Certificación de la Tesorería General de la Seguridad Social,* in Spain) **representing the tenderer's compliance with social security contributions.**

(iv) **Tenderer's declaration on honour representing the tenderer's compliance with all obligations and requirements regarding health and safety and prevention of occupational risks in accordance with mandatory legislation applicable.**

(v) **Certificate issued by a reputable insurance carrier** representing that (i) the tenderer has taken out liability insurance that (ii) covers indemnities for the minimum amount referred to in section 10 hereinabove and that (iii) is in force and effective; and, in addition, a bank receipt or proof of payment supporting evidence of payment of the insurance policy. The documentation provided must expressly indicate the type of coverage and the amount insured.

(vi) For subcontracting, a legally binding document entered into between tenderer and subcontractor evidencing the subcontractor's undertaking to perform the subcontracted works and tasks under the contract's terms and conditions, if the tenderer is successfully awarded the contract.

(vii) For foreign natural or legal persons, **a statement of submission to the exclusive jurisdiction of the Courts and Tribunals of the city of Pamplona, Navarre, Spain for the resolution of any litigious matter** arising of or deriving from the contract or related directly or indirectly thereto (for the avoidance of doubt, litigious matter includes but is not limited to, any conflict, discrepancy, controversy or claim of any nature, concerning the formation, validity, construction and performance of the obligations of the contract or the bilateral nature of the contract's services and delivery, or regarding the contract's breach, ineffectiveness, defects in the contract and their consequences, nullity, cancellation, termination, withdrawal or other) and expressly waiving any other jurisdiction that may be available to the parties in the contract.

(viii) If the successful tenderer is a Joint Arrangement or Temporary Consortium (in Spanish *Unión Temporal de Empresa* or "*UTEs*"), the certificate of incorporation or memorandum of association of the Joint Arrangement or Temporary Consortium.

(ix) In the event the tenderer relies on third parties to support the tenderer's economic and financial capacity, tenderer must provide a binding document evidencing the existence of a formal binding agreement with the mentioned third parties, where the later undertake, to enter into the contract for the supply of the Equipment jointly with the tenderer, if successfully awarded the contract.

In case of a joint tender, the documentary evidence referred to in the above sections (i) to (vii) inclusive shall be required for each participating person.

The contract for the supply of the Equipment shall not be entered into in the event of failure by the tenderer to provide any of the supporting documents indicated in this section.

21. CONTRACT EXECUTION

In accordance with article 101 of the LFCP (Public Procurement Law of Navarre), after the award is notified to the successful tenderer, the award decision shall not effective until the end of a standstill period of ten (10) calendar days from the award notice dispatch date.

The contract for the supply of Equipment shall be executed within five (5) calendar days following termination of the ten (10) calendar day period mentioned in the previous paragraph.

Should any of the parties to the contract for the supply of Equipment request the contract's formalization by means of a notary public officer, the other party shall cooperate to fulfil such request, and the requesting party shall bear all expenses and costs related to the notarization.

22. ACCEPTANCE OF THE EQUIPMENT

Following the Equipment manufacture and prior to its delivery at CENER's designated facilities, CENER may visit the awarded party's facilities with the purpose of carrying out all appropriate FAT ("*Factory Acceptance Test"*) inspections and tests required to verify the Equipment's correct operation and functioning and/or quality. The trials and tests to be carried out shall include:

- An "on site" calibration with the Calibration Kit
- A check to measure the uniformity of the load
- Static mechanical load test at the maximum load levels allowed by the Equipment in accordance with IEC 61215:2016 standard
- Dynamic mechanical load test of 1000 cycles at the highest frequency and at the lowest load allowed by the Equipment in accordance with IEC TS 62782:2016 standard
- Test of mechanical loads on a solar collector in accordance with ISO9806:2017 standard

In accordance with the Technical Specifications (Exhibit nr. 1), after the start-up of the Equipment at CENER's facilities, the awarded party shall carry out the following SAT ("*Site Acceptance Test*") acceptance tests at CENER's facilities. These trials and tests to be carried out shall include:

- An "on site" calibration with the Calibration Kit
- A check to measure the uniformity of the load
- Static mechanical load test at the maximum load levels allowed by the Equipment in accordance with IEC 61215:2016 standard
- Dynamic mechanical load test of 1000 cycles at the highest frequency and at the lowest load allowed by the Equipment in accordance with IEC TS 62782:2016 standard
- Test of mechanical loads on a solar collector in accordance with ISO9806:2017 standard

The supplied Equipment will be considered as delivered when, after the Equipment's installation and start-up, the awarded party satisfactorily carries out all the inspections and tests indicated above, and any other that may be necessary to verify and confirm the proper and satisfactory operation of the Equipment, in which case an Equipment's Reception Bill shall be issued.

23. WARRANTY PERIOD

The warranty period shall start as of the date of acceptance contemplated in section 22 above and shall extend to this effect and without prejudice to other liabilities and/or guarantees that may be applicable under this contract or the mandatory regulations and laws, for a period of two (2) years, except in the event the awarded tenderer's offer had provided for a longer warranty period, which shall then prevail.

The warranty shall cover replacement of, repair or updating on any part or component delivered, at CENER's facilities.

During the warranty period, the awarded party shall repair, replace or remedy any deficiencies, failures, faults, malfunctioning or equivalent found during the mentioned warranty period, except for those deficiencies and failures caused by incorrect use. Likewise, the supply and installation of any spare parts and pieces shall be guaranteed for the above indicated warranty periods, except in the event the awarded tenderer's offer had provided for a longer period, which shall then prevail.

If during the warranty period CENER deems that as a result of the deficiencies, failures, faults or malfunctioning found, the Equipment, as a whole or in part, is not fit for its intended purpose, CENER may then reject the relevant good or goods before expiration of the warranty period and shall not be obliged to pay the Equipment's price that shall be replaced for a fit and suitable one.

24. CONTRACT MODIFICATIONS AND ALTERATIONS

CENER shall have the right to modify or alter the contract after its execution under the circumstances provided for in articles 114 et seq. of the LFCP (Public Procurement Law of Navarre).

25. BILLING PAYMENT TERMS AND CONDITIONS

The awarded tenderer will invoice CENER for the supply of the Equipment according to the following terms and conditions:

- Thirty per cent (30%) of the price will be invoiced upon the contract's execution, with a bank guarantee payable on first demand for the same amount (thirty per cent [30%]) (including VAT) and a maturity, upon delivery of the Equipment at CENER's facilities. The bank guarantee shall be issued by a first rate banking institution and expressly waiving order, division and *excussio* or discussion. The referred bank guarantee is to be drawn up in accordance with the model set out in Exhibit nr. 5 of the present Tender Specifications. CENER will pay the invoice issued in this manner against receipt of the bank guarantee.

- Forty per cent (40%) of the price will be invoiced once after all appropriate FAT ("*Factory Acceptance Test"*) inspections and tests have been carried out with a satisfactory result. CENER will pay the relevant invoice within a period of sixty (60) days from the invoice reception.

- The remaining thirty per cent (30%) of the price will be invoiced upon issuance of the Equipment's Reception Bill described in section 22 above, with a bank guarantee payable on first demand for a ten per cent (10%) of the contract's price (including VAT) and a maturity of one (1) month after the warranty period expiry date (twenty four [24] months or longer period provided for in the offer, as applicable). The bank guarantee, shall be issued by a first rate banking institution and expressly waiving order, division and *excussio* or discussion. The referred bank guarantee is to be drawn up in accordance with the model set out in Exhibit nr. 5 of the present Tender Specifications. CENER will pay the invoice issued in this manner within a period of sixty (60) days from the invoice reception.

The above bank guarantee shall respond for fulfilment of all the awarded tenderer's obligations and duties arising out of the present tender procedure and, furthermore, for the payment of any indemnities and/or compensations for damages and of penalties, where appropriate.

26. RISK AND RESPONSIBILITY

The contract supply shall be carried out by the awarded tenderer at its own expense and risk. Under no circumstances the awarded tenderer may request an increase to the contract's price, revision thereof or any modification to the contract terms, even in case of errors or omissions.

In particular, and by way of example only, the awarded tenderer shall:

(i) Carry out all the works and activities necessary to fulfil the contract.
(ii) Obtain all licences, authorizations and permits required to meet the terms and conditions set out in the contract.
(iii) Bear all costs, charges and expenses arising from the contract and the performance of any action related thereto.
(iv) Implement any and all actions required to ensure and achieve the proper supply and delivery Equipment subject matter of this tender, even including actions that have not been expressly provided for in the present Tender Specifications.

Furthermore, the awarded tenderer shall indemnify any third party for the damages and or losses it may suffer as a consequence of the awarded tenderer's actions and shall indemnify and hold CENER harmless from any and all liability resulting from any third party claims in connection thereto.

27. SUBCONTRACTING

Successive subcontracting of all or part of the subject matter of the contract is not permitted, except with the prior written consent of CENER. In this case, the awarded tenderer shall describe in the related offer the part of the contract and tasks intended to be subcontracted to third parties and the identity of the proposed subcontractor(s).

Subcontracting of any tasks and activities according to the terms specified in the tenderer's submitted offer to the subcontractor(s) identified therein shall be permitted. Apart from those cases, other subcontracts may be accepted should circumstances so warrant, provided such subcontracting is duly justified and has obtained CENER's prior authorization. In any case, the awarded tenderer shall retain full liability towards CENER for any acts or omissions of the tenderer's subcontractor(s).

28. PRICE REVISION

No price revision is allowed for the works and activities under the contract.

29. PERSONNEL. HUMAN RESOURCES

The awarded tenderer shall provide appropriate and enough staff able to carry out the contract that shall be fully responsible for the successful delivery of the contract for CENER.

Any personnel implementing the services and activities under the contract shall be fully administered by and accountable to tenderer, meaning that no employment, commercial, agency or any kind of labour relationship exists between the staff of the awarded party and CENER.

In the event of the awarded tenderer's personnel being sent to CENER's facilities, such visiting personnel shall comply at all times with any and all safety requirements and regulatory standards applicable in the premises.

If the awarded tenderer is a legal person, it shall designate a contract manager who shall be responsible for ensuring the satisfactory fulfilment of the awarded contract and that shall act as a contact person and liaise with CENER.

30. INTELLECTUAL PROPERTY AND PROPIETARY RIGHTS

The awarded company must obtain the necessary licenses, authorizations and permits from the owners of any intellectual property and any other proprietary rights for the use of the materials, supplies, procedures, software, and equipment covered by this tender, and shall bear all costs and expenses related thereto.

The company awarded this tender shall not infringe any intellectual property rights of any third party and/or any other proprietary rights when providing the services and/or supplies subject to the tender contract and shall be fully liable for any such infringement.

To this end, the awarded tenderer undertakes to defend, save, and hold harmless CENER from and against any third party's claims and liabilities, whether in or out of court, which arise out of or are related to the awarded company's infringement of any intellectual property rights and/or any other proprietary rights when providing the services and/or supplies subject to the tender contract.

Therefore, the awarded tenderer shall defend, indemnify, and hold CENER harmless from and against any and all actions, costs, claims, losses, expenses and/or damages, related to the awarded company's alleged infringement of any intellectual property rights and/or any other proprietary rights when providing the services and/or supplies subject to the tender contract. Furthermore, in this event the awarded tenderer undertakes to cooperate and provide CENER with full assistance and support and shall bear all costs and expenses incurred by CENER related to CENER's defence against any such third party claims.

In the event of adoption of interim measures (equivalent to *"medidas cautelares"* in Spain) by way of interlocutory procedures, against the alleged infringement of a third party's intellectual property rights and/or any other proprietary rights, that imply preventing CENER from the use of goods, equipment, materials or other supplies that are the subject matter of the contract, the awarded tenderer shall procure CENER suitable replacement of the components or elements that are the object of the dispute and shall assume the full cost and expenses derived from said replacement.

31. SOCIAL, ENVIRONMENTAL AND GENDER EQUALITY REQUIREMENTS FOR THE PERFORMANCE OF THE CONTRACT

During the performance of the contract, the awarded tenderer must comply with all obligations applicable under the law, regulations and agreements on taxes, labour duties and social security contributions, environmental protection, employment protection, gender equality and equal opportunities measures, measures against discrimination based on sex and sexual harassment, labour conditions, occupational health and safety obligations and other provisions with regards to measures for labour integration of the disabled people or obligations to recruit a certain percentage of people with disabilities, all of the above in accordance with the applicable law and, specifically, with the latest applicable collective agreement (equivalent to *"Convenio Colectivo"* in Spain) – and with the most reduced scope of application - within the industry field.

During the performance of the contract, the awarded tenderer must strictly comply with its liabilities as an employer and with all obligations under applicable labour and employment laws and regulations, including obligations on occupational safety and health and on workers protection; and, with social security and tax contributions, holding CENER harmless from and against any liabilities that may result from the tenderer's noncompliance of such obligations.

The awarded tenderer must strictly comply, as a minimum, with the worker's wages and salary terms and conditions in accordance with the applicable sectoral collective agreement (in Spanish, "*Convenio Colectivo"*), shall have the minimum workforce and guaranteed working days as may be applicable, and grant any absence/leave entitlements that may apply.

The awarded tenderer's financial offer shall be adequate for the tenderer to bear the costs resulting from applying, as a minimum, the relevant collective agreement for the industry field. Furthermore, under no circumstances the contemplated wages may be less than the price per hour, plus the *bonus* per hour pursuant to the applicable industry collective agreement (equivalent to *"mejoras por Convenio"* in Spain) where applicable, plus the Social Security charges.

During the performance of the contract, the awarded tenderer shall implement at its own costs and to the maximum extent practicable all necessary actions for the recovery and re-use of wrapping and packaging, products and waste collection and recycling and, also for the supply of products of a greater energy efficiency.

The following specific performance conditions shall be applicable:

1.- The awarded tenderer must have an occupational risk prevention service (own, joint, or external) and a health and safety plan in force and operation, all in accordance with current regulations, evidenced by means of a certificate issued by the person in charge of the mentioned service.

2.- The awarded tenderer must use gender-inclusive, non-sexist, non-racist language in all documents and materials generated as a result of the performance of the contract, and support values promoting equality between men and women, non-stereotyped gender roles and shared responsibility of men and women as care providers.

During the term of the contract, the awarded tenderer shall be able to provide evidence of compliance of the above indicated specific performance conditions, by means of the certificates, statements and representations, as appropriate.

32. TERMINATION

The contract may be terminated in the cases provided for in the LFCP, Public Procurement Law of Navarre, on the causes set forth in the present Tender Specifications, on those causes agreed upon by the parties and on any other causes for termination legally admitted by law. In particular, the contract may be terminated:

(i) By mutual agreement between CENER and the awarded party.
(ii) By breach by the awarded party of its obligations under the contract.
(iii) By the awarded party's filing for bankruptcy or by being subject to insolvency proceedings.
(iv) By the awarded party's failure to comply with the delivery dates and deadlines indicated in the Tender Specifications.
(v) By the awarded party's being under an exclusion event provided for in the LFCP, Public Procurement Law of Navarre *(Ley Foral 2/2018*, of April 13, 2018) during the term of the contract.

Under any circumstance, in any event of breach or failure to comply by the awarded tenderer, it shall be obliged to pay to CENER: (i) the corresponding compensation for all damages and losses incurred in as a result of such breach, and (ii) the penalties that may have been provided for such breaches or failure to comply events.

33. SUBMISSION TO JURISDICTION

Submission of an offer to the present tender procedure implies tenderer's submission to the jurisdiction of the courts and tribunals of the city of Pamplona (Navarre, Spain) for any claims or actions that may arise in connection whether with the tender procedure or with the awarded contract.

34. DATA PROTECTION

In compliance with current legislation on Personal Data Protection, CENER informs that the personal data that the participant tenderers may provide CENER as a consequence of the offer submission requirements, shall be incorporated into and recorded with a file owned by CENER and located at its place of business at *Ciudad de la Innovación* in Sarriguren (Navarre, Spain), with the purpose of managing the tender procedure and the contract for the supply of the Equipment that may be awarded as a result thereof, where appropriate.

In compliance with the applicable data protection legislation from time to time in place in respect of any personal data provided within the present tender procedure, please be informed that the owner of such data may exercise the rights of access, rectification, cancellation, deletion, opposition, limitation of data management and processing and data portability and is also entitled not to be the subject of automated and/or individual decisions; the data subject may exercise these rights by means of a written notice addressed to the file owner at its place of business at the address indicated hereinabove, pursuant to the terms and provisions of the applicable laws.

35. CONFIDENTIALITY

The successful tenderer together with any and all tenderers participating in this tender procedure shall be strictly subject to confidentiality obligations, qualified as of essential in this procedure. Tenderers shall keep confidential any information and data that they may have access to as a result of the execution or performance of the contract and undertake to be bound by the obligations of this section regarding confidentiality and professional secrecy, being subject to keep strictly confidential and undisclosed all data, information or report of a financial, technical or technological nature, the "know-how", R&D researches, business relationships, customers' portfolios, commercial and/or manufacturing strategies and policies, and/or any other knowledge, data or information that may come to their knowledge directly or indirectly, as a consequence of this tender procedure interactions. Confidentiality and no disclosure obligations shall continue after expiration and/or termination of the contract and shall extend to any and all entities or individuals that have access to confidential information, even in the event they had not submitted an offer.

EXHIBIT Nr. 1. TECHNICAL SPECIFICATIONS

The Test Load Bench will be used mainly for the execution of mechanical tests that try to simulate the wind and/or snow loads to which the photovoltaic modules and the solar thermal collectors are subjected during their useful life. The load application system will be carried out by means of a set of suction cups (or another equivalent system) that allow the application of pressure in a single direction but alternately in two ways. The pressure measurement will be carried out with several load cells. The bench must have minimum dimensions to house and test photovoltaic modules and solar thermal collectors in accordance with the specifications detailed below.

For the selection of the Test Bench, the following criteria and their corresponding weighted scores shall apply:

1.- TECHNICAL SPECIFICATIONS:

The Equipment must, at least, have the characteristics and include the parts that are described below:

If a Technical Offer does not reach the minimum 25 points required according to the column "Minimum Required Score" in section 17.1 above (excluding Improvements), the bidder will be automatically excluded.

1.1.- Standards and testing capacity:

- Ability to meet the requirements of the following tests:
  - Static mechanical load test (Clause 4.16 of IEC61215-2:2021[1])
  - Dynamic mechanical load testing (IEC TS 62782:2016[2])
  - Mechanical load test with positive or negative pressure (Clause 15 of ISO 9806: 2017[3])

1.2. - Dimensions and General characteristics

- The testing area will be:
  - Longer than 2400 mm long
  - Longer than 1500 mm width
- The test area is defined as the surface where the adequate pressure must be applied, complying with the technical specifications defined in the following section.
- The photovoltaic module or solar thermal collector must be placed horizontally.
- The external dimensions must not exceed the following values:
  - Maximum length: 3600 mm
  - Maximum width: 2900 mm
  - Maximum height: 3800 mm

  External dimensions are understood to be the contour dimensions of the test bench assembly to be installed.

- The Equipment must access through an opening 1900 mm wide by 2700 mm high.
- The necessary adjustment of the pneumatic system to the test sample (adaptation of distances between cylinders, suction cups, load cells; cancellation of cylinders, circuits) must be carried out quickly and with the use of the least number of tools.
- The test bench will be powered from a 380V or 220V socket and a frequency of 50 Hz that is located next to the location defined for the bench. The necessary installation for connection to said point will be borne by the supplier, including any type of adapter, extension cord, transformer connector, etc.
- Similarly, a compressed air connection will be provided to connect the pneumatic circuit of the test bench. If for the correct operation the Equipment, or for the execution of the tests, it is needed some type of conditioning or accessory (pressure regulator, particle filter, temperature, etc.), it will be understood as included in the scope of the supply and its installation will be at the supplier's expense.

1.3.- Technical Characteristics

- Operating ranges:
  - Maximum applicable load: At least 7,700 Pa at the front face and 6,100 Pa at the rear face for the maximum area established (2.4 m x 1.5m = 3.6 m^2).
  - Minimum applicable load: 500 Pa
- The pressure will be applied with pressurized air or vacuum by means of pneumatic cylinders.
- Ability to apply the pressure alternately in both directions.
- The pressure must be uniform throughout the test area. The non-uniformity of the pressure must be less than ± 5% for levels higher than 2400 Pa of pressure.
- The maximum distance between the centers of the pressure points will be 20 cm
- The coverage ratio is the area covered by the suction cups (connected to the pistons) or other points of contact with the module respect to the total area of the module. The minimum coverage ratio must be at least 10% to ensure uniformity of the load for the maximum defined surface.
- Ability to apply the pressure on curved surfaces.
- Minimum frequency will be at least 3 cycles per minute up to a maximum of 7 cycles per minute for the maximum load level of the equipment (pressure cycle: positive pressure, plus negative pressure plus return to the initial position)
- Number of load cells: at least 4 for the entire test area.
- Class of load cells: Class 1

1.4 Accessories

- An adjustable structure rigid and solid enough to withstand maximum pressure levels defined. The structure must be suitable for anchoring any type of sample and position within the test area and allow free buckling of the PV module or solar thermal collector during the test. This support structure must be built with “Bosch” profiles or similar.
- Programmable DC power supply (dynamic range) for continuity measurement:
  - Output power: ≥ 750 W

  - Output voltage: ≥ 300 V
  - Output current: ≥ 2.5 A
  - Control via GPIB, USB or Ethernet.

- A temperature probe type Pt100 class A for the measurement of module temperature.
- An optical sensor or similar to measure the deflection of the photovoltaic module or solar thermal collector.
- Computer equipment with monitor (at least 23") with all the hardware and software necessary to control the equipment. Windows 10.
- Kit for the calibration of the bench force measurement. It will include all necessary hardware and software as well as instructions for the calibration procedure. Any measurement element in the kit must be calibrated.

1.5.- Software:

- Software for equipment control with the following requirements:
  - Following functions and configurations will be valued:
    - Enable / Disable cylinders (could be done mechanically)
    - Allow the programming of both static and dynamic cycle tests
    - No. of cycles
    - Frequency of cycles
    - Individualized configuration of pressure levels for different cycles (positive and negative).
    - Time to apply the maximum pressure for each cycle
    - Voltage and current to be applied to the PV module for continuity measurement.
    - Sampling period for data collection
    - Monitoring during the test of at least the following parameters:
      - No. of cycles programmed, carried out, pending ...
      - Cycle time
      - Mean instantaneous pressure and load cells.
      - Temperature, Current and Voltage of the PV module
      - Graph of the values of voltage, current, temperature, load level, etc ...
      - Warp / buckling measured by optical sensor
  - The data obtained in the monitoring should be exportable to other MS Excel formats, text file, etc.

1.6.- Supply conditions:

The technical offer to be presented by the bidder must include the following points:

- The test bench will be delivered to CENER facilities. The bidder will be responsible for the design, manufacturing, transportation, installation, commissioning, training and technical acceptance tests, as well as any necessary conditioning work not expressly included in this tender

for the supply in the laboratory of the Solar Photovoltaic department of CENER (Sarriguren, Navarra).

- A 6-hour training on operation of the test bench, configuration, preventive maintenance, etc. will be provided to qualified CENER personnel.
- Manuals for the test bench and its accessories will be included, at least in English:
    - Instructions for use, test bench and software maintenance
    - Calibration procedure using the Kit
    - Procedure for measuring the uniformity of the load application.
    - Any other information necessary for the correct use of the equipment.

- CENER may visit the facilities of the successful bidder before delivery of the Equipment to carry out acceptance tests.
- The delivery time will be 26 weeks.
- Minimum equipment warranty of 2 years.
- Maintenance service and technical assistance.
- The following tests will be carried out for the acceptance of the equipment, which will consist of:
    - An "in situ" calibration with the Calibration Kit.
    - A check will be made to measure the uniformity of the load.
    - Static mechanical load test at the maximum load levels allowed by the Equipment according to IEC 61215: 2016
    - Dynamic mechanical load test of 1000 cycles at the highest frequency and the lowest load allowed by the bench in accordance with the IEC TS 62782: 2016 standard.
    - Test of mechanical loads on a solar collector according to the ISO9806: 2017 standard

These acceptance tests may be carried out both, during CENER visit to the bidder facilities prior to the delivery of the Equipment or at CENER facilities after commissioning.

2.- ADDITIONAL CRITERIA. IMPROVEMENTS:

The following improvements to the technical criteria defined in section 1 of this Annex will be rated in the score, as long as they do not imply a modification of the final price:

2.1.- Technical Characteristics

- Class of load cells: 0.5

2.2 Accessories

- The supporting structure and / or supplied accessories and / or pneumatic system must allow an angle of at least 37º of the sample with respect to the pressure direction (related to the non-uniform mechanical load).
- Addition of 1 extra sensor to measure the deflection of the module.

- Measurement system for load distribution: a removable or permanent device (hardware and/or software) that allows measuring the force of each cylinder that will be used to periodically verify the homogeneity of the load distribution.

2.3.- Supply conditions:

- Equipment warranty of more than 2 years. Each additional year (or proportional part) to the 2-year guarantee will be valued positively up to the maximum assigned to this point.
- The language of the user manuals described in section 1.6 will be in Spanish.
- Reduction of the delivery time.

[1] IEC 61215-2:2016 Terrestrial photovoltaic modules – Design qualification and type approval – Part 2 Test procedures.
2 IEC TS 62782:2016 Photovoltaic (PV) modules - Cyclic (dynamic) mechanical load testing
3 ISO 9806:2017 Solar Thermal Collectors – Test methods

EXHIBIT NR. 2. DECLARATION ON HONOUR ON EXCLUSION CRITERIA AND SELECTION CRITERIA [SAMPLE MODEL]

The undersigned *[insert name of the signatory of this form]*, representing *(only for natural persons)* himself or herself / (*only for legal persons*) the following legal person:

ID or passport number:
Full official name:
Official legal form:
Statutory registration number**:**
Full official address:
VAT registration number:
(For the purposes of the present Declaration, "the person")

being informed about the tender procedure for the award of a CONTRACT FOR THE SUPPLY OF A MECHANICAL LOAD TESTER BENCH (CPV 38540000-2. – Machines and apparatus for testing and measuring) and for the purposes or participating therein,

REPRESENTS

(i) That the person is not within any of the exclusions to enter into agreements provided for in article 22 of the LFCP, Public Procurement Law of Navarre *(Ley Foral 2/2018*, of April 13, 2018).

(ii) That the person complies with the selection criteria concerning having full legal capacity and, furthermore, where applicable, the signatory has adequate powers of representation with regard to the above-mentioned legal person, as the case may be.

(iii) That the person fulfils the applicable economic and financial criteria and technical and professional criteria required.

(iv) That the person complies with any other legal requirements necessary for the performance of the contract and furthermore, with any other requirements as set forth in the Tender Specifications documents.

(v) That the person submits one offer only, either in its own name or through any related undertakings, in accordance with the definition set forth in article 20 of the LFCP, Public Procurement Law of Navarre *(Ley Foral 2/2018*, of April 13, 2018).

(vi) That the person knows the terms and conditions and Tender Specifications governing this tender procedure, accepts them in their entirety and, furthermore, undertakes to perform the contract under strict observance thereof.

(vii) That the person is in compliance with: regulatory and taxation obligations; Social Security charges and contributions; all mandatory obligations and requirements regarding health and safety and prevention of occupational risks in accordance with the applicable law and regulations; all obligations and requirements set forth by social legislation, and; that the person fulfils the legal requirements necessary to carry out the contract's purpose and any other requirements as set forth under the Tender Specifications.

(viii) That the person is able to provide adequate human and financial resources for the satisfactory performance of the contract; that the person's purpose or activity is directly related to the purpose of the contract and, therefore, that the person fulfils the applicable economic and financial criteria and technical and professional criteria required.

(ix) That the person has secured a firm, binding written undertaking, given by the relevant entities to place the necessary resources and means at the disposal of the undersigning, where applicable.

(x) In the event of an intended incorporation of a Joint Arrangement or Temporary Consortium (in Spanish, *Unión Temporal de Empresa* or "*UTEs*") if the contract is awarded, that the person has secured a firm, binding written undertaking, given by the relevant entities for this purpose.

(xi) That the person submits to the exclusive jurisdiction of the courts and tribunals of the city of Pamplona (Navarre, Spain) for the resolution of any conflict, discrepancy or dispute; and expressly renounces to any other venue or forum that the person may have available.

(xii) That the person complies with the Tender Specifications and the selection criteria and that, if successfully awarded the contract, the person is able to provide the necessary supporting documents and evidence listed in the applicable sections of the Tender Specifications, upon request of the contract awarding entity, CENER, within a maximum period of seven (7) days from the contract award notification date.

(xiii) That the person designates the following **e-mail address** for the purposes of sending and receiving any notices related to the tender procedure, at any stage of the said procedure: _____*insert electronic address* ____.

(xiv) That the person tendering is a SME, (Small and Medium Enterprise) (in Spanish, *PYME pequeña y mediana empresa*). YES □ – NO □ (tick as appropriate)

And as evidence thereof and for all useful purposes, I hereby issue this declaration in *insert place***, on** *insert month***,** *insert day* **of** *insert year.*

_____

Signature

EXHIBIT NR. 3. PROFESSIONAL AND/OR TECHNICAL CAPACITY

REPORT DOCUMENT LISTING THE MAIN SUPPLY CONTRACTS OR AGREEMENTS SIMILAR TO THE PRESENT TENDER'S [SAMPLE MODEL]

Description of the supplies carried out	Client	Date	Amount
Total (excluding VAT, Value Added Tax):			

**Awarded tenderer may be required to provide supporting evidence by means of certificates or statements issued by the clients confirming the provision of such supplies or invoices issued for the supplies described; both certificates/statements and issues must include the supplies description, the date and place of implementation, the amount and contracting organization, entity or company.*

EXHIBIT NR. 4. ECONOMIC & FINANCIAL OFFER
[SAMPLE MODEL]

The undersigned *[insert name of the signatory of this form]*, representing (*only for natural persons*) himself or herself / (*only for legal persons*) the following legal person:

ID or passport number:
Full official name:
Official legal form:
Statutory registration number**:**
Full official address:
VAT registration number:

having knowledge of the call notice for the tender procedure for the award of a CONTRACT FOR THE SUPPLY OF A MECHANICAL LOAD TESTER BENCH (CPV 38540000-2. – Machines and apparatus for testing and measuring), by means of an open call procedure for an estimated value inferior to the European threshold,

I declare hereby my interest to participate in the mentioned tender procedure, undertaking to implement the above referred contract for a **total price of EUROS ……*in words*…… (……*in figures*……. -€), (not inclusive of Value Added Tax, VAT)**, in strict compliance with the Tender Specifications and the Contract Terms and Conditions that I also declare to know and accept in their entirety.

In *insert place***, on** *insert month***,** *insert day* **of** *insert year.*

_____
Signature

EXHIBIT NR. 5. BANK GUARANTEE
[SAMPLE MODEL]

We, the undersigned [*insert full name and address of the financial institution or bank*] (hereinafter referred to as the "Guarantor"), with fiscal number [*insert fiscal/tax number*] and represented herein by [*insert full name of the legal representative, ID or passport number, position, legal title of representation with full details (e.g., acting hereby by means of a power of attorney issued by…. in … place, on … date*], hereby confirm that we give the FUNDACIÓN CENER (hereinafter referred to as "CENER") an

UNCONDITIONAL, IRREVOCABLE AND INDEPENDENT FIRST-DEMAND GUARANTEE

by means of which, the Guarantor shall undertake to immediately pay up to FUNDACIÓN CENER upon simple demand for the good performance of the contract concluded between CENER and [*insert full name and address of awarded tenderer*], (hereinafter referred to as "*XXX*"), as given in the contract [*Insert Contract's exact title and date*] (hereinafter referred to as the "Contract"), a sum equivalent to the amount of: EUROS ----------[*in words: …*]------ [*in figures: …-.€*], without exception or objection, upon receipt of the first written request from FUNDACIÓN CENER signed by a duly empowered representative, without the need for CENER to justify the breach or failure to fulfil by [•].

The Guarantor expressly waives order, division and *excussio* or discussion and any other right to require exhaustion of remedies against [•].

The present guarantee shall be effective up to a maximum period of three (3) months after the end of the warranty period provided for in the awarded contract.

This guarantee has been registered as of the date indicated hereinbelow with number [*insert number or code of registration of the guarantee*] at the Special Registry of Guarantees (*Registro Especial de Avales*, in Spain.)

Done at [*insert place*], on [insert month] on [insert day] of on [insert year]

_____ [_____]

_____

BANKING INSTITUTION *[insert full name of BANKING INSTITUTION*]

NAME of REPRESENTATIVE, CAPACITY *[insert full name of Institution's legal representative, and position*]