



CENER

CENTRO NACIONAL DE
ENERGÍAS RENOVABLES

TENDER SPECIFICATIONS

for a

**CONTRACT FOR THE SUPPLY OF
A SCALABLE BIOREACTORS SYSTEM FOR THE LABORATORY OF
MICROBIOLOGY AND BIOTECHNOLOGICAL DEVELOPMENTS**

**(CPV 38000000-5 - Laboratory, optical and precision equipment [excl. glasses]
CPV 51430000-5 - Installation services of laboratory equipment)**

1. LEGAL STATUS

The contract for the supply, installation and start-up of two bioreactor units at different laboratory scales and with common analytical elements 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.

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, installation and start-up of two bioreactor units at different laboratory scales and with common analytical elements (hereinafter, the “**Equipment**”) that will be located at CENER's BIO2C facilities (www.bio2c.es) located in Aoiz (Navarre, Spain.)

The above-mentioned supply is funded with REACT EU resources, and is part of the Next Generation strategy, through the FEDER 2014-2020 operational program of Navarre, an instrument of the European Union's response to the COVID pandemic.

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 (Exhibit nr. 1), 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 and operation of the Equipment. Compliance with the regulations and recommendations provided for in the technical specifications (Exhibit nr. 1), shall not exempt the awarded tenderer from his / her responsibilities and warranties, nor from the application of any other rule or regulation not expressly specified and which is enforceable by the legislation in force or the applicable common practice.

3.3. CENER will be the owner of all the elements and components that are part of the Equipment which is the subject of the present bidding.

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 are "CPV 38000000-5 Laboratory, optical and precision equipment (excl. glasses)" and "CPV 51430000-5 - Installation services of laboratory equipment."

5. CONTRACT ESTIMATED VALUE

5.1. The estimated value of the contract is **TWO HUNDRED AND FIVE THOUSAND EUROS (205.000-€)** (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 supply 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 fourteen (14) 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 COMMITTEE

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 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 design, manufacture, and start-up of the Equipment. 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

It is an essential **prerequisite** that the entity selected as the successful bidder of this tender provides evidence of being financially sound and able to implement the contract, in compliance with the terms and conditions set forth below.

Economic and financial solvency will be supported 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 and financial capacity that must be evidenced for at least one of the above mentioned relevant fiscal years is THREE HUNDRED THOUSAND EUROS (3000.000-€) (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.

Failure by the successful bidder to provide any of the documents described in this section within the period indicated and / or inadequate or insufficient evidence of the required economic and financial capacity conditions, will result in the exclusion of the bidder proposed in the first place, and the contract will not be awarded to him / her. In this case, CENER will then award the contract to the bidder obtaining the second highest score, and so on, in a ranking order based on the score obtained by the bidders.

11. PROFESSIONAL AND / OR TECHNICAL CAPACITY

It is an essential **prerequisite** that the entity selected as the successful bidder of this tender provides evidence of being technically, operationally and / or professionally capable to implement the contract, in compliance with the terms and conditions set forth below.

The professional and / or technical 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 one (1) contract for an amount equal to or greater than TWO HUNDRED THOUSAND EUROS (200.000-€) (not including VAT), which subject matter is the supply and start-up of an equipment similar to the one described in the Technical Specifications (Exhibit nr. 1), and that has been completed within the last three (3) years.

For this purpose, tenderers must submit a report document listing the main contracts they carried out during the last three (3) years, where at least one (1) of such contracts must be similar to the one described in the Technical Specifications (Exhibit nr. 1), and for an amount equal to or greater than TWO HUNDRED THOUSAND Euros (200.000-€) (not including VAT). The said amount must have been drawn up within the mentioned three (3) year period, without prejudice of the contract having a longer term. The listing report must include the amounts used, dates, and the public or private beneficiaries. For the purposes of validation, CENER may require the bidder to provide certificates issued or endorsed by the competent body when the recipient of the contracts is a public entity or agent; when the recipient is a private company, those details will be evidenced by means of a certificate issued by the latter or, in the absence of this certificate, by means of a statement by the company's officers accompanied by the relevant documents constituting proof of the implementation of the services rendered. This document shall be made in accordance with the sample model of Exhibit nr. 4.

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 above requirements.

Failure by the successful bidder to provide any of the documents described in this section within the period indicated and / or inadequate or insufficient evidence of the required technical, operational and / or professional capacity conditions, will result in the exclusion of the bidder proposed in the first place, and the contract will not be awarded to him / her. In this case, CENER will then award the contract to the bidder obtaining the second highest score, and so on, in a ranking order based on the score obtained by the bidders.

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 the following email addresses:

- For legal matters: amartinez@cener.com
- For technical matters: rmalumbres@cener.com

Requests for additional information may be sent up to five (5) days before the deadline for the submission of tenders.

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:
 - o canon.inria.fr , INRIA, Paris, France
 - o 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 and Financial Offer

14.1 Envelope nr. 1 “Administrative Documents”

Envelope nr. 1 shall contain the following documents:

1. **A tenderer Declaration on Honour, duly signed by a legal representative, 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. **A tenderer Declaration on Honour, duly signed by a legal representative, in accordance with Exhibit nr. 3,** on compliance with the principle of no significant harm to the six environmental objectives (DNSH) within the meaning of Article 17 of Regulation (EU) 2020/852. For joint tenders, all the parties involved must submit a Declaration on Honour each.
3. **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.
4. 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).**

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”

The Technical Offer shall include at least the following sections:

- **Technical Report** including a thorough description of the technical specifications of the Equipment offered, that shall comply with the specifications set forth in the Technical Specifications (Exhibit nr. 1).
- Planning of manufacturing, supply, installation, and training activities; including a schedule for the contract's performance and completion, with timelines and deadlines.

With respect to **improvements**, only the improvements specified in section 17.1 below shall be taken into consideration.

The Technical Report must fulfil all the Technical Specifications of this tender as set forth in Exhibit nr. 1 thereof. The bidder represents that he / she is aware that the mentioned Technical Specifications may not be absolutely complete or accurate, as they are only indicative of the expected works and quality for carrying out and completing the purpose of the contract. In any event, the successful tenderer shall bear exclusive liability for carrying out all activities and works adequate and necessary for the correct supply and start-up of the Equipment.

CENER may reject any offer not meeting all the technical specifications laid down in Exhibit nr. 1 (Technical Specifications), (but excluding Improvements), which are considered the essential

minimum requirements to be fulfilled by the Equipment. No economic information of any kind may be included in Envelope nr. 2

14.3 Envelope nr. 3 “Economic and Financial Offer”

Envelope nr. 3 shall contain the following documents:

1. Economic and 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. 5.**
- 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 and 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.

- **Environmental Management and Protection Criteria:** For the design, adoption and application of measures relating to the protection of the environment during the performance of the works subject to this bid.

For this purpose, the plan projected will be submitted providing a description of the specific measures: energy recovery measures for processes; use of more energy efficient processes; energy savings in equipment; energy savings in installations; energy savings in lighting or others; and / or any other documents, certificates and / or credentials that can demonstrate justified compliance with the matters indicated in this paragraph.

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 (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 under Exhibit nr. 1.) (excluding Improvements)

16.3. Opening of Envelope nr. 3 “Economic and 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 and 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 and 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

CENER may reject any tender technically inadequate or not ensuring satisfactory performance of the contract (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 under Exhibit nr. 1.) (excluding Improvements).

Allocation of points shall be done in accordance with the following terms:

1.- TECHNICAL SPECIFICATIONS	30 points
1.1.- Assessment of the Technical Report, which must include the technical characteristics of all the equipment referred to in the Specifications, as well as the supply conditions.	Up to 28 points
1.2.- Planning of manufacturing, supply, installation and training activities; with indication of the execution terms and chronogram.	Up to 2 points
2.- IMPROVEMENTS (Optional) Only improvements that do not imply an additional cost for CENER will be scored.	Up to 10 points
2.1.- <u>Connection kits for single-use vessels:</u> The inclusion of kits to be able to connect single-use vessels to the multibioreactor will be valued with 0.5 points, in accordance with the provisions of clause 3.1.1 of the Technical Specifications (Vessels of the smaller-scale multibioreactor).	Up to 0.5 points
2.2.- <u>Possibility of inoculating the vessel through the multibioreactor sampling ports:</u> The possibility of inoculating through the sampling port of each multibioreactor vessel will be scored with 1 point, in accordance with the provisions of clause 3.1.2 of the Technical Specifications (Ports of the smaller-scale multibioreactor).	Up to 1 point
2.3.- <u>Possibility of installing optical pH sensors in the future:</u> It will be scored with a point that the multibioreactor and its vessels are prepared to incorporate optical pH sensors if it is deemed necessary to do so later, in accordance with the provisions of clause 3.1.4 of the Technical Specifications (Sensors of the smaller-scale multibioreactor).	Up to 1 point
2.4.- <u>Possibility of adding a dissolved CO₂ sensor in the larger-scale bioreactor:</u> One point will be scored if the larger-scale single bioreactor is prepared to incorporate a dissolved CO ₂ sensor if it is deemed necessary to do so later, in accordance with the provisions of clause 3.2.2 of the Technical Specifications (Sensors of the larger-scale single bioreactor).	Up to 1 point
2.5.- <u>Possibility of adding a pressure indicator in the larger-scale bioreactor:</u> One point will be scored if the larger-scale single bioreactor is prepared to incorporate a pressure indicator from 0 to 1 bar, if it is deemed necessary to do so later, in accordance with the provisions of clause 3.2.2 of the Technical Specifications (Sensors of the larger-scale single bioreactor).	Up to 1 point
2.6.- <u>Remote access for parameter monitoring:</u> 0.5 points will be scored if the communication systems of the larger-scale single bioreactor allow remote access via Ethernet network for parameter monitoring, in accordance with the provisions of clause 3.2.6 of the Technical Specifications (Control systems for the larger-scale single	Up to 0.5 points

bioreactor).	
2.7.- <u>Easy installation of updates without the need to stop the single bioreactor:</u> 0.5 points will be scored if the system updates can be installed easily and without the need to stop the unit while a fermentation is carried out, in accordance with the provisions in clause 3.2.7 of the Technical Specifications (Regulation systems of the larger-scale single bioreactor).	Up to 0.5 points
2.8.- <u>Possibility of modifying PIDs for authorized users, password restricted:</u> 1 point will be scored if some users can be authorized to access and modify the PIDs of the unit, through protection with a personal password, in accordance with the provisions of clause 3.2.7 of the Technical Specifications (Regulation systems for the larger-scale single bioreactor).	Up to 1 point
2.9.- <u>Simultaneous use of the gas analyzer with the 4 vessels of the multibioreactor and the vessel that is being used in the single bioreactor:</u> 0.5 points will be scored if the exhaust gas analyzer is capable of simultaneously receiving and analyzing the exhaustive of the 4 multibioreactor vessels and the single reactor vessel, in accordance with the provisions of clause 3.3 of the Technical Specifications (Common external analysis and control equipment).	Up to 0.5 points
2.10.- <u>Supply of a real-time cellular biomass control system compatible with the two bioreactors offered:</u> Supplying a real-time cellular biomass analysis system that is compatible with both bioreactors supplied in the offer will add 2 points to the final score, in accordance with the provisions of clause 3.3 of the Technical Specifications (Common external analysis and control equipment).	Up to 2 points
2.11.- <u>Increase of the guarantee period beyond 12 months:</u> The increase of the guarantee period above the legal term will add 1 point to the final score, in accordance with the provisions of clause 4 of the Technical Specifications (Supply Conditions)	Up to 1 point

17.2. Assessment of Envelope nr. 3 “Economic and Financial Offer”: Up to 60 points, according to the following criteria

1. Economic and Financial Offer: Up to 50 points

Under no circumstances will the Economic and 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:

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

Points = ----- x50
Maximum Price

2. **Ethical and Social Responsibility criteria: Up to 10 points.** Allocation of the 10 points shall be implemented according to the breakdown below:

• <u>Plan for Reconciliation of the Personal, Family and Professional Life:</u> <u>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.</u> For this purpose, the implemented plan 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
• <u>Environmental Management and Protection Criteria:</u> <u>For the design, adoption and application of measures relating to the protection of the environment during the performance of the works subject to this bid: Energy saving and efficiency measures.</u> For this purpose, the implemented plan will be submitted providing a description of the specific measures: energy recovery measures for processes; use of more energy efficient processes; energy savings in equipment; energy savings in installations; energy savings in lighting or others; and / or any other documents, certificates and / or credentials that can demonstrate justified compliance with the above matters.	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 and start-up of the Equipment shall be awarded to the offer scoring the highest number of points, provided that it meets the financial and professional qualification criteria required in these bidding documents.

18. ABNORMALLY LOW OFFER

In any case, **an offer shall be deemed as abnormally low when the offer's price / amount is lower than twenty (20) percentage points below the contract's estimated value** indicated in section 5 above.

Abnormally low bids will be regulated pursuant to Article 98 of the LFCP, which provides that if an abnormally low bid is submitted that supports the presumption that it may not be satisfactorily fulfilled, the tenderer concerned shall be notified of this circumstance, before rejecting his / her application, so that he / she may present the justification he / she deems appropriate to defend the feasibility of the submitted bid, within a period of five (5) days.

The Contracting Committee shall evaluate the information provided by the tenderer and may only reject the bid if the documents provided do not satisfactorily support the price and / or costs proposed.

The evaluation referred to in the previous paragraph shall include the technical advice from qualified individuals whose knowledge and / or expertise is deemed adequate to assess the rationale set forth in the concerned bidder's justification before rejecting his / her application,

Bids shall be rejected in any case if they are found to be abnormally low because: they breach the subcontracting regulations or do not comply with applicable environmental, social, or labour, national or international obligations, including non compliance with applicable sectoral collective bargaining agreements, pursuant to the provisions of the LFCP.

19. AWARD OF THE CONTRACT

After opening the economic and financial offers, and within a maximum period of one (1) month, CENER shall award the contract for the supply of the Equipment to the tenderer having scored the highest number of points.

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 tender has been received and / or 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 from the date in which CENER notifies its awarding decision to the successful tenderer, the intended to-be awarded 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, by providing a copy of the tenderer's identity card (*DNI* in Spain) or an equivalent legal instrument, 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 **notarised power of attorney** (registered at the Business Register if such registration is mandatory for the legal entity) of the offer's signatory, or equivalent legal document granting him / her sufficient powers as a duly authorized proxy.
- In case of a joint tender, the documents described above shall be submitted by each joint participant.

(ii) **Documents evidencing the tenderer's economic and financial competence, in accordance with section 10 of these Tender Specifications:**

- 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). The minimum level of economic and financial capacity that must be evidenced for at least one of the above mentioned relevant fiscal years is THREE HUNDRED THOUSAND EUROS (300.000-€) (VAT not included).

(iii) **Documents evidencing the tenderer's professional and / or technical competence, in accordance with section 11 of these Tender Specifications:**

- Report or document listing the main contracts for the supply of substantially the same or a similar or comparable Equipment to the one described in the Technical Specifications (Exhibit nr. 1) carried out during the last three (3) years, where at least one (1) of such contracts must be for an amount equal to or greater than TWO HUNDRED THOUSAND Euros (200.000-€) (not including VAT).

(iv) In the event the economic and financial competence of the tenderer proposed to be awarded is based on the economic and financial competence of third parties, the tenderer must then provide **supporting evidence of a binding agreement by means of which both the tenderer and the mentioned third parties undertake to execute the contract jointly, and, likewise, accept to be both jointly and severally liable for the contract's performance.** Furthermore,

the economic and financial competence of such third party must also be justified, by providing **the Documents evidencing its professional and / or technical competence, in accordance with section 11 of these Tender Specifications and the Documents evidencing its economic and financial competence, in accordance with section 10 of these Tender Specifications.**

- (v) **Documents evidencing the 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 the tax payment that may be applicable, if any.

- (vi) **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.**

- (vii) **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.

- (viii) 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.

- (ix) 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.

- (x) 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.
- (xi) 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.

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.

Failure by the successful bidder to provide any of the documents described in this section within the period indicated and / or inadequate or insufficient evidence of the required economic and financial capacity conditions, will result in the exclusion of the bidder proposed in the first place, and the contract will not be awarded to him / her. Where appropriate, CENER will award the contract for the design, manufacture, delivery and start-up of the Equipment to the bidder obtaining the second highest score, and so on, in a ranking order based on the score obtained by the bidders.

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. In the event that only one bid has been submitted, the ten (10) calendar days suspension period provided for in this section shall not apply, and the procedure may continue.

The contract 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

During the start-up of the Equipment at CENER’s facilities, the following inspections, trials and tests, necessary to supervise and confirm the proper and satisfactory operation of the Equipment shall be carried out:

- **Inspections:**

The equipment and / or units will bear the manufacturer's own nameplates and, where appropriate, those required by the competent official body, with all the necessary data.

All containers, elements and parts must have passed the inspections and tests prior to being placed into service, according to the regulation in force and applicable codes. These tests shall be carried out in accordance with recognized codes and standards, so as to guarantee the correct operation of the equipment and construction tolerances.

- **Tests:**

During set up, a series of tests will be carried out to test the correct design and manufacture of the Bioreactors system, and to verify that the supplied goods conform to the operating requirements of the equipment.

The acceptance tests will include the following milestones:

- Temperature tests at 70-80% load until stable (stable is defined as 10 minutes at constant temperature):
 - 65-70° C
 - 37° C
 - 25° CTimes of transition from one temperature to another shall not exceed 30 minutes.
- Aeration tests at a load of 70-80% until reaching stability (10 minutes at constant conditions), after calibration of the sensor:
 - 100% aerobiosis (O₂).
 - 100% anaerobiosis.
 - 70% aerobiosis/anaerobiosis with control by agitation.
 - 50% aerobiosis/anaerobiosis with control by flow rate.
- Control tests and calibration of other parameters such as:
 - pH meter and pumps for addition of acid and base.
 - Agitation.
 - Sensors of liquid and foam levels.
- Control system tests (software):
 - Access control.
 - Control of each bioreactor.
 - Real time graphic display.

- Alarms and events status of each bioreactor.
 - Execution of recipes and automated procedures.
 - Parameterization and configurations set up.
 - Data recording.
 - Recording of historical data.
 - Report generation.
- Test of the Equipment for Analysis of Exhaust Gases:
- Calibration
 - Measurements in aerobic and anaerobic conditions.
 - Measurements at a gas flow rate of 10sL/min.

During the above tests: the successful bidder will be responsible for the replacement of the parts, elements or materials of the equipment that are damaged as a result of equipment malfunction or that do not meet the specifications, while CENER will supply all the means and accessories necessary for the performance of the inspections and tests.

The Parties will sign the Equipment Acceptance Bill once the results of the inspections and tests carried out have been satisfactory, and as long as the successful bidder has provided appropriated training to CENER personnel and has delivered the documentation required in the Technical Specifications.

23. WARRANTY PERIOD

The warranty period shall start as of the date of signature of the Equipment Acceptance Bill 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 the contract to be entered into or the mandatory regulations and laws, for a period of one (1) year, except in the event the awarded tenderer's offer had provided for a longer warranty period, which shall then be applicable. 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 free supply and installation of spare parts shall also be guaranteed for the warranty periods indicated above, unless the successful bidder has offered a longer period, in which case the latter shall apply.

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 will 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 AND PAYMENT TERMS AND CONDITIONS

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

- Thirty per cent (30%) of the price for the supply and start-up of the Equipment will be invoiced upon the contract's execution. CENER will pay this invoice within a period of thirty (30) days from the contract's execution date.
- The remaining seventy per cent (70%) of the price will be invoiced upon issuance of the Equipment Acceptance Bill described in section 22 above, and a bank guarantee payable on first demand for a ten per cent (10%) of the contract's price (including VAT) with maturity on the expiry date of the warranty period set forth in section 23 above. This bank guarantee shall be issued by a first rate banking institution and expressly waive 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. 6 of the present Tender Specifications. CENER will pay the invoice contemplated in this paragraph within a period of sixty (60) days from the invoice reception, and in any case after the bank guarantee has been duly provided.

The bank guarantee shall ensure compliance with all the obligations of the successful bidder, arising or deriving from this bidding, and will also be applied for compensation for damages and payment of penalties, where applicable.

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 design, manufacture and start-up of the 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 liabilities 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 remain fully liable *vis a vis* 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 and the successful bidder shall carry these out in accordance with the price shown in its economic offer.

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 PROPRIETARY RIGHTS

Any invention, intellectual creation, software, know-how, document, design, plans or any other type of information or documentation of an intellectual, technical or technological nature, whether or not protectable under the intellectual property and proprietary regulations, deriving from or arising as a consequence of the execution of the contract subject matter of this tender, shall be and remain the sole and exclusive property of CENER, with neither time restrictions or territorial limitations, from the time of its conception, reduction to practice or creation, and no further action will be required for the recognition of CENER's ownership and proprietary rights.

The awarded party 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 awarded tenderer 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 CENER harmless 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 party'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 bargaining 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 non compliance 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 bargaining 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 bargaining 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 bargaining 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 appropriated certificates, statements, and representations, as appropriate.

32. COMPLIANCE WITH THE PRINCIPLE OF NO SIGNIFICANT HARM TO THE SIX ENVIRONMENTAL OBJECTIVES (DNSH) WITHIN THE MEANING OF ARTICLE 17 OF REGULATION (EU) 2020/852

The actions carried out by the successful bidder will respect the principle of "no significant harm to the environment" (no significant harm principle - DNSH) in compliance with the provisions of Regulation (EU) 2021/241 of the European Parliament and of the Council, of 12 February 2021, establishing the Resilience and Recovery Facility, and its implementing regulations, in particular, Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investments and the Technical Guide of the European Commission (2021/C 58/01) on the application of this principle, and, furthermore, with the requirements of the Council Implementing Decision on the approval of the assessment of the recovery and resilience plan of Spain and its Annex document.

During the performance of its obligations, the awarded tenderer shall respect the applicable environmental regulations. Likewise, he / she shall respect the environmental assessment procedures, when applicable, in accordance with the law in force, and any other impact assessments that may be applicable pursuant to the environmental legislation.

The activities to be developed by the successful bidder will be adapted, where appropriate, to: the characteristics and terms and conditions established for the measure and sub-measure of the Component and provided for in the Recovery, Transformation and Resilience Plan; the specific related terms and conditions that may be detailed in the investment; and, the conditions associated with the climate and environmental label assigned to the measure or sub-measure where the action falls within.

The activities to be carried out shall comply with the applicable environmental regulations in force.

In case of subcontracting part or all of the activity subject of this tender, the successful bidder shall provide mechanisms to ensure that subcontractors comply with the principle of "not causing significant damage to the environment" within the meaning of Article 17 of Regulation (EU) 2020/852.

For the purposes described in this section, the bidder shall complete the Declaration attached as Annex nr. 5, by means of which he / she shall ensure full compliance with the principle of "no significant harm

to the environment" (*do no significant harm principle*- DNSH) and, where appropriate, with the climate and digital labelling, in accordance with the provisions of the Recovery, Transformation and Resilience Plan, approved by the Council of Ministers on April 27, 2021 and by Regulation (EU) No. 2021/241 of the European Parliament and of the Council of February 12, 2021, establishing the Recovery and Resilience Facility, as well as with the requirements of the Council Implementing Decision on the approval of the plan of evaluation of the recovery and resilience of Spain.

Compliance with the DNSH principle and climate labelling shall be evidenced by the bidder, once the supply has been completed and prior to acceptance and signature of the Equipment Acceptance Bill. If deemed necessary, specific tests and evidence will be gathered to evaluate and monitor compliance, such as material tests, verification tests, energy certificates, etc., according to the nature of the tests and / or measures implemented, as appropriated.

In the event of non compliance with the DNSH principle, climate labelling or the particular conditions set forth in the investment, the successful bidder shall refund the amounts received to date plus the applicable default interests.

33. DELAYS IN EXECUTION

In the event that, for reasons attributable to the successful bidder or his / her subcontractors, he / she does not comply with the maximum delivery and start-up deadline indicated in his / her offer, the bidder then shall pay to CENER a penalty of TWO HUNDRED AND FIFTY EUROS (250.-€) per each week of delay, with a maximum of eight (8) weeks.

The penalty provided for in the previous paragraph will be applicable, without prejudice to CENER's right to terminate the contract due to failure to comply by the bidder and / or to request appropriate compensation for all the damages and losses that the above mentioned delay may have caused, all of which shall be accumulative to the penalty referred to in the previous paragraph.

The amount of the penalty indicated in the first paragraph of this section will be deducted from the relevant invoices, and the bidder's warranty will, where necessary, be applied to ensure the payment of the penalty, eventually.

34. 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.

35. 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.

36. 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 or provided at a later date in connection with the award and subsequent performance of the contract, will be used exclusively for the purposes of managing the tender procedure and the contract that may be awarded as a result thereof, where appropriate. Such data processing is based on the existence of a legitimate interest derived from the relationship between the bidders and CENER and their need to contact and interact with each other, thus guaranteeing their ability to act within the framework of the present bidding procedure. No data will be provided, nor will be communicated to third parties unless with respect to the data that are necessary for the fulfilment of legal obligations. The owners of the personal data provided within the present tender procedure, may exercise the rights of access, rectification, cancellation, deletion, opposition, limitation of data management and processing and data portability and are also entitled not to be the subject of automated and / or individual decisions; the data owners may exercise these rights by means of a written notice addressed to protecciondatos@cener.com, accompanied by a copy of their personal identification card (in Spanish, *DNI*) or foreign equivalent. In addition, they can file a complaint with the Spanish Data Protection Agency (in Spanish, *Agencia Española de Protección de Datos – AEPD*) if they consider that the processing and treatment of personal data does not comply with the law. The personal data will be kept during the bidding process, and during the term of the contract, where applicable, and in order to address any liabilities that might arise therefrom.

37. CONFIDENTIALITY

The successful tenderer together with any and all tenderers participating in this tender procedure shall be strictly subject to confidentiality obligations, that are 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

TECHNICAL CONDITIONS THAT MUST BE COMPLIED FOR THE SUPPLY OF A SCALABLE SYSTEM OF BIOREACTORS FOR THE MICROBIOLOGY AND BIOTECHNOLOGICAL DEVELOPMENTS LABORATORY

1. BACKGROUND

The National Center for Renewable Energies (hereinafter, CENER) has decided to acquire a set of two laboratory bioreactors on different scales and with common analysis equipment for the new microbiology and biotechnological developments laboratory of the Biorefinery and Bioenergy Center BIO2C. The objective of this laboratory is the development of microorganisms that act as biocatalysts in the production processes of advanced biofuels and electro-fuels by biochemical means.

The set of bioreactors to be supplied will be made up of a multibioreactor with several independently controlled small-volume vessels, for testing various culture conditions, and also a larger single bioreactor to have the ability to scale up to 20X the most suitable conditions and produce an inoculum train for later scale-up to a pilot plant. Both bioreactors must be compatible with the same comprehensive gas analysis system (supplied within the scope of this tender), the same cellular biomass control system (possibility of including it in the supply as an improvement), and a real-time analysis system for metabolites supplied by another supplier.

2.- GENERAL REQUIREMENTS

This specification describes the minimum technical requirements necessary, according to CENER's criteria, for the acquisition, installation and start-up of two bioreactor units at different laboratory scales and with common analysis elements (hereinafter, "**Bioreactors**") that will be installed at the CENER BIO2C facilities (www.bio2c.es) located in Aoiz (Navarra).

The technical characteristics that are described below are considered the minimum acceptable, being susceptible to improvement and expansion by each Bidder, which must reasonably justify it in order to be taken into account by the Contracting Committee. Some specific optional points that would be valued as improvements are also defined (pointed out as IMPROVEMENT, with indication of the increase that they would add to the final score).

2.1.- The utilities available in the CENER laboratory for the Bioreactors are the following:

- Electrical voltage (single-phase 230V).
- Mains water at room temperature and adjustable pressure of 0-4 bar.
- Additives at the concentrations required by the process (microorganisms, nitric acid, soda and ammonium hydroxide).
- Nitrogen, O₂ and CO₂ for process, at room temperature and adjustable pressure from 0 to 5 bar.
- Dry, oil-free compressed air, supplied at 10 bar and with a maximum flow rate of 9.1 m³ /h.

2.2.- The Bioreactors will be used in activities such as:

- Fermentation tests under different conditions: each unit will have characteristics that allow processing under aerobic, anaerobic (with production of hydrogen and / or CO₂, among others), microaerobic and exothermic conditions. It must be possible to change the stirrer blades to adjust gas solubility/stirring parameters to the viscosity of the medium. Adjustable stirring speed.
- Biocatalytic processes: using biocatalysts (enzymes).
- Universal control for culturing:
 - Bacteria
 - Yeasts
 - Filamentous fungi
 - Plant cells

The process could be carried out with type I and II safety microorganisms (including type I and II genetically modified organisms).

- Use at laboratory-scale in research and for process scaling up. The Bioreactors must be optimized for scaling and process modeling between the two scales.
- Continuous, semi-continuous and discontinuous tests.
- Obtaining bioproducts: they must allow a wide variety of biotechnological processes to be carried out:
 - That require gas or viscous fluids, and / or with solids in suspension.
 - For the production of a secreted product.
 - To carry out an inoculation train in a pilot plant.
 - Sectors: biofuels, bioproducts, fine chemicals.

2.3.- Requirements shared by the two Bioreactors:

- The vessels and other elements (sensors, tubes, spargers, impellers, etc.) must be made of autoclavable material, resistant to acidic and basic pH (2-12). The vessels must fit in one of the autoclaves currently available at the laboratory: Selecta Presoclave 75 or Autester ST Dry PV-II 75. To achieve this, a flexible system can be attached to the condenser if the size of the vessel plus condenser set is too big.
- Possibility of using them with single or double jacket vessels, or with heating mantle.
- Stirring motor:
 - Overhead drive.
 - Stirrer with the possibility of exchanging impellers and always being able to drive liquid towards the bottom of the vessel.
 - Possibility of adjusting the position of the impellers according to the working volume.
 - Stirring speed control.
 - Sufficient power to stir in viscous media (minimum 0.185 Pa/s).
- Gas addition systems:

The Bioreactor must have gas inlets with flow measurement and regulation, which allow selecting between different gases and generating mixtures.

 - At least 4 mass flow controllers for the addition of:
 - O₂
 - CO₂
 - Air
 - N₂

- Sparger and / or microsparger to optimize the solubility of the gases used.
- Condenser for the exhaust outlet.
- pH regulation system.
- Temperature regulation system.
- Dissolved oxygen control system.
- Regulation system for culture medium addition.
- Data recording and generation of graphs: generation of configurable comparative tables and graphs for all the parameters of all the bioreactors during the execution of the experiment.
- Possibility of versatile and simple programming, with the capacity to include all the sensors and controllers of the bioreactor and also to include external equipment communicated through OPC (Open Platform Communication).
- Monitoring and control software, as well as communication software for connection with the analysis equipment offered, both included in the offer.
- Possibility of connecting both Bioreactors to a single PC, which will be supplied by another supplier. Include in the offer the computer requirements that this PC should meet.

3.- DESCRIPTION OF THE PARTICULAR CHARACTERISTICS OF EACH UNIT TO BE SUPPLIED

The components and capabilities required for each unit/device are detailed below, they are considered as minimum indispensable. All components (instruments, motors, probes, controllers and valves) must be of leading brands and of recognized international prestige. Brand, model and supplier will be specified for each component in the offer.

3.1.- Small-scale multibioreactor

Reduced dimensions of the system including the 4 vessels, not exceeding 40x70x50 mm (width, depth, height).

3.1.1.- Vessels:

- At least 4 autoclavable vessels must be included in this offer.
- Possibility of using disposable vessels in addition to the autoclavable ones (the kits to connect these disposable vessels are not required but can be included as an IMPROVEMENT, 0.5 points)
- They must allow working with a minimum volume below 75 ml and a maximum volume above 200 ml.

3.1.2.- Ports:

It should include various possibilities of configuring the head plate, for the integration of additional 12 mm sensors through suitable adapters, and with options for the addition and sampling of liquids with high viscosity and high levels of solid matter.

- Acid/base addition.
- Defoamer addition.

- Medium feeding port: addition of culture medium, in contact with the medium.
- Gas supply.
- Exhaust outlet port.
- Condenser at the exhaust outlet
- Port sealed with sterilizable septa, to add liquids in a sterile way by syringe, including inocula.
- Emptying port (connectable to a pump and a sterilizing filter, both not to be included in this offer, to allow perfusion culture) which reaches the bottom of the vessel.
- Any other port necessary to work in perfusion mode (but the filters necessary to assure the retention of the microorganisms are out of scope)
- Sampling port: manual, that allows maintaining sterile conditions inside the vessel. The ability to inoculate the vessel in a sterile manner also through this port is not compulsory but will be considered an IMPROVEMENT, and rewarded 1 point).
- Any other port necessary for the integration of the analysis equipment that is supplied together in the offer, as well as the additional equipment for the analysis of metabolites that will be supplied by another supplier.
- The port/ports necessary for possible upgrades with the additional sensors stated under point 3.1.4

3.1.3.- Addition pumps (feeding lines):

At least 4 peristaltic pumps per vessel (16 in total) with variable speed (up to 400 ml/h minimum) for the continuous and individual addition, configurable by the user, of:

- Acid/Base.
- Antifoam.
- Nutrients.
- Emptying (synchronizable with the nutrients one to allow culture in perfusion mode).

3.1.4.- Sensors:

- pH sensor. Possibility of installing optical pH sensors in the future as IMPROVEMENT (rewarded with 1 point).
- Dissolved oxygen sensor.
- Level sensor.
- Temperature sensor.
- Possibility of expansion with Redox sensors in the future (mention at least 1 compatible one).

3.1.5.- Control unit:

- Possibility of varying the temperature from 20°C to 60°C minimum
- Temperature control without heat transferring liquid, using a Peltier system or equivalent.
- Exhaust gas condensing using a Peltier system or equivalent.

- Individual integrated mass flow controllers (16 total) for gas mixing from air, N₂, O₂ and CO₂ (up to 18 sL/h minimum). Possibility to direct this gasses to the sparger/microsparger or to the headspace. Possibility of using them for dissolved oxygen control and for pH regulation.
- Cascades for individual control of dissolved oxygen by control of stirring speed, O₂ concentration in the mixture and / or gas inlet flow rate.
- Individual pH control by adding base and / or acid, with sensors included.
- Individual monitoring and control of the foam level, with the necessary sensors included.
- Bi-directional individual stirring control with digitally controlled overhead drive; minimum range 20-2500 rpm $\pm$ 1rpm
- Possibility of scaling up to 24 vessels using the same control system, with easy integration of new bioreactors and functions.
- Control of feeding and emptying compatible with perfusion culture.

3.1.6.- Regulation and programming systems:

- Integrated software for control of pH, dissolved oxygen, temperature and level, individually defined. Configurable triggers for all process values.
- Predefined and fully configurable profiles for feeding, gas addition, dissolved oxygen, temperature, stirring, etc. All process parameters, including off-line values and integrated and calculated external values, can be incorporated into the profile equations.
- Possibility of connecting elements from other suppliers (analyzers, automatic samplers, HPLCs, control systems for supervision, external TMFCs) through OPC (open platform communication), either in server or client mode, with the possibility of using the values coming from these elements in the programming.
- Possibility of regulation of any OPC compatible controller (including external pumps) according to any process value coming from the on-line analysis of the equipment itself or through external analysis equipment.
- Script editing with error assistant and autocomplete function.
- Graphs with modifiable scales and the possibility of including OPC values, offline values and external sensor values.
- The integration in these systems of the exhaust gas analysis device included in this tender and the cellular biomass control device, if added as improvement, must be possible, as well as the integration of a real-time chemical composition analyzer that works in OPC (this also requires the availability of a 12 mm port compatible with the online sample extraction for analysis) provided by another supplier. Full compatibility with OPC.
- User access controlled by passwords, with the possibility of different levels of control.

- Configurable low and high alarms, being possible to configure also warnings for early detection of problems.
- Predefined recipes for standard applications.
- Creation, modification and storage of additional recipes.
- Online configurable dissolved oxygen cascades.
- Generation of online trend charts.
- Report generation.
- Windows compatibility and data export to Excel.
- SQL (Structured Query Language) database, or equivalent.
- Integrated procedures for parallel calibration of sensors (pH, temperature, dissolved oxygen) and feed pumps.
- Integrated CIP (Cleaning in Place) procedure.
- Parallel control of up to 24 reactors.
- Synchronization of process times in bioreactors that have been started at different times.

3.2.- Larger scale single bioreactor

It must allow the scaling of processes developed in the smaller-scale multibioreactor in a straightforward way.

3.2.1.- Vessels:

- Two autoclavable vessels will be included in the scope of supply: a 2L one and a 5L one. The possibility of using vessels of different volumes, alternatively, without having to change the control unit is required.
- Possibility of using single-use vessels.
- Growth temperature from 20°C to 70°C minimum.
- Possibility to change the direction of rotation of the stirrer, always being possible to drive towards the bottom of the vessel.

3.2.2.- Sensors:

- Temperature
- pH
- dO₂
- Foam level
- Liquid level

- Prepared for the addition of additional probes in the future, such as redox probes, etc. The possibility to add a dCO₂ sensor and / or a pressure sensor in the future will both be considered as IMPROVEMENTs rewarded with 1 point each (mention at least one compatible model for each sensor in this case).

3.2.3.- Dosing ports:

- Acid
- Base
- Defoamer
- Gas, which includes the functions of microsparger and sparger available to select according to culture requirements
- Feeding: for addition of culture medium, in contact with the medium in the vessel.
- Include a triple dosing port.

3.2.4.- Other ports:

- Port sealed with sterilizable septa, for sterile fluid addition via syringe.
- Sampling: manual, that allows maintaining sterile conditions inside the vessel.
- Emptying: reaching the bottom of the vessel.
- Inoculation: in contact with the medium.
- Exhaust gas outlet with condenser.
- Any other port necessary for the integration of the analysis equipment to be supplied together in the offer, as well as the additional equipment for the analysis of metabolites that will be supplied by another supplier.
- All the necessary ports to work in perfusion mode (but the filters for the retention of microorganisms are out of scope).
- A relief valve must be included to avoid risks of excessive pressure in the vessel (above 0.3 bar) when working with gas producing microorganisms.
- Free ports for future extensions (minimum 5, with their corresponding plugs and at least one tube).

3.2.5.- Addition pumps:

At least 4 peristaltic pumps (including those integrated in the system and external ones included in the offer) for the addition of:

- Acid
- Base
- Defoamer
- Nutrients, this one with variable speed.

3.2.6.- Control unit:

Software that allows data acquisition, monitoring and control.

- Compact dimensions of the control unit, not exceeding 30x60x70 cm (width*depth*height)
- Remote access for monitoring parameters will be valued (IMPROVEMENT, 0.5 points).
- It will have at least 3 user-configurable analog inputs and outputs for 4-20mA, 0-5V or 0-10V.
- Possibility of adding a scale and integrating it into the system without modifying the control equipment.
- It will include communication systems that will allow to include additional sensors in the future and other equipment (OPC).
- Control system protected by pressure reducers for gas and liquids.

3.2.7.- Regulation systems:

Programming control loops and cascades including external feed pumps and external quantification systems must be possible. It is required that the programming can be executed based on any measurement parameter (including sensors or external units) for the activation of any control and regulation device.

- pH measurement and control system.
 - pH range 2-12
 - The sensor will be suitable for pH measurement in viscous and heterogeneous media, and will also be resistant to media rich in fats and proteins.
 - The pH control will be possible at least by:
 - Addition of acid and base (feeding pumps)
 - Cascade control system (CO₂ addition)
- dO₂ measurement and control system :
 - Measurement in viscous and heterogeneous media
 - Cascade control system (dO₂/stirring): It must allow the automatic mixing of gases through algorithms and cascades for the control of dissolved oxygen defined by the user, through the controllers for stirring, O₂ or air.
 - Must allow the control of the culture medium feeding pump.
 - Must allow the control of parameters based on the analysis unit of the exhaust gases.
- Bioprocess software for supervisory control and data acquisition (SCADA) and data management:
 - SCADA control system compatible with Windows® 10 and the possibility of updates for new versions of Windows.
 - Automatic recording of data, alarms and any other information generated by the unit.
 - Comprehensive data management and information management.
 - Process supervision and process control capabilities.
 - Automated culture control capability to assist in culture start-up and maintenance.
 - Configurable control strategies.

- Recipe management: loading and storage of recipes and configurations applicable to several bioreactors controlled by the same software or PC.
- Automation: advanced programming capabilities with easy-to-use and intuitive tools:
 - Feeding profiles and strategies.
 - Data-driven control decisions.
- Easy programming with syntax highlighting and autocomplete function.
- Automated reports for Microsoft® Excel, including comparison between batches.
- Total integration with the exhaust gas analysis system and any other analysis device included in the offer.
- It must include offline communication values and open platform communication (OPC) settings compatible with external equipment (ie, not branded by the equipment supplier).
- Open platform communication (OPC) compatibility: Data from other OPC-compliant devices available in the lab or production facility must be integrable into control strategies.
- Ability to control and monitor multiple bioreactors from a single PC to be supplied by another vendor (a list of requirements for this PC must be included in the offer)
- Connectivity with current fermenters and bioreactors and with previous fermenters and bioreactors from the same supplier.
- Easy installation of updates without having to stop the computer will be valued (IMPROVEMENT, 0.5 points).
- Integrated touch screen for local control and at least 7 inches size.
- Data log exportable directly to USB
- Possibility of modifications in the PIDs for certain users, protected by means of a password (IMPROVEMENT: 1 point)

3.2.8.- Others:

It must include all the equipment and ancillary elements necessary for its correct operation, such as pipes, instrumentation, connection cables, motors, etc, in addition to all the software necessary for its operation and communication with external equipment.

- Safety and ease of access to the interior of the vessel for cleaning and maintenance will be evaluated. Describe in detail:
 - Procedure for changing blades, indicating the tools and / or equipment necessary.
 - How to access the interior of the vessel for other maintenance or cleaning procedure.

3.3.- Shared external analysis and control equipment

- An online CO₂ and O₂ analysis system at the gas outlet must be included in the scope:
 - Compatible with the control systems of the offered Bioreactors and with the possibility of using it with other similar units.

- Measurement ranges: O₂ 1 – 50%, CO₂ 0 – 25%, including accessories for 4 vessels, at least. With the possibility of bypassing the O₂ sensors in case of working in strict anaerobic conditions.
- The analysis unit must have compensation systems for humidity and pressure.
- It must be suitable for applications that require exhaust gas flows up to 10 standard liters per minute as a minimum. It must include a foam trap and a bypass to allow its use with fermenters that have a gasification flowrate greater than the capacity of the sensors.
- It must be suitable for any of the Bioreactors offered for this tender, and have at least 4 lines for simultaneous monitoring of the 4 vessels of the multibioreactor. It will be valued if it can also be used simultaneously with the larger-scale bioreactor (IMPROVEMENT, 1 point)
- A real-time cell biomass control system can be offered as IMPROVEMENT (2 points), either by optical density at 600 nm or by another reliable method to control the number of cells.
 - Compatible with the control systems and ports of the offered Bioreactors and with the possibility of using it with other similar equipment.
 - It must have at least 4 lines for simultaneous monitoring of the 4 vessels of the multibioreactor.
 - Capable of performing measurements in heterogeneous and / or turbid media.
 - It will include the necessary sensors, compatible with the port configuration of the offered Bioreactors.
- Compatibility is required for the use of the same online metabolite analysis unit with any of the Bioreactors offered. This device is OPC compatible and requires an available 12 mm port in the headplate of each vessel.

4.- SUPPLY CONDITIONS

The Technical Dossier to be submitted by the Bidder must include the following points:

- The Bioreactors will be delivered turnkey. The Successful Bidder will be responsible for the design, manufacture, assembling and installation of each Bioreactor and analysis device at the CENER facilities located at BIO2C (www.bio2c.es) in Aoiz (Navarra, Spain) .
- The latest possible date for the supply and commissioning will be 14 weeks from the signing of the contract.
- The Successful Bidder must send a notification in writing to CENER at least 15 days before sending any equipment, being within the scope of the Successful bidder all that is related to the shipment and delivery of all equipment to the facilities of CENER in Aoiz (Navarra, Spain). Only the shipments approved by CENER will be admitted.
- Commissioning and start up of the equipment.
- Inspections and acceptance tests during commissioning and start up:

- **Inspections:** The units and devices will carry the manufacturer's characteristic plates and, where appropriate, those required by the competent official body, with all the necessary data.
All containers and elements must be subjected to inspections and applicable tests prior to their commissioning, according to the Regulations in force and applicable codes. These tests will be carried out in accordance with codes or standards of recognized solvency, so as to guarantee the correct operation of the equipment and the construction tolerances.

- **Acceptance tests:** Acceptance testing will include the following milestones:

- Temperature tests with a load of 70-80% until stability (10 min at constant temperature is understood as stable):
 - 65-70°C
 - 37°C
 - 25°C

The time needed for changing from one temperature to the next one should not exceed 30 min.

- Aeration tests with a load of 70-80% until stability (10 min in constant conditions), with prior sensor calibration:
 - 100% aerobic (O₂).
 - 100% anaerobic.
 - 70% aerobic/30% anaerobic controlled by stirring.
 - 50% aerobic/anaerobic with gas flow control.
- Control tests and calibration of other parameters such as:
 - pH meter and pumps for addition of acid and base.
 - Stirring.
 - Liquid and foam level sensors.
- Control system tests (software):
 - Access control.
 - Control of each bioreactor.
 - Visualization of graphs in real time.
 - Alarms and events log of each bioreactor.
 - Execution of recipes and automated procedures.
 - Parameterization and configurations.
 - Data Recording.
 - History recording.
 - Report generation.
- Acceptance tests for the exhaust gas analysis device:
 - Calibration.
 - Analyses in aerobic and anaerobic conditions.
 - Analysis at a flowrate of 10sL/min.

During all these tests, the Successful Bidder will be responsible for the replacement of the parts or materials of the equipment that are damaged as a result of a malfunction of the equipment or that do not meet the specifications, while CENER will supply all the necessary means and accessories for carrying out the tests.

- Training (including software and hardware) for the laboratory staff during the commissioning work, on the aspects of operation, troubleshooting and maintenance (probes, changing impellers, cleaning, etc).
- The Successful Bidder must submit the following documentation:
 - Equipment manuals. In paper format (1 copy) and digital format.
 - A final document that includes the list of equipment, materials and services supplied.
 - Blueprints of the proposed Bioreactors, including all the accessory elements.
 - Single line diagram of the complete installation.
 - Documentation accrediting compliance with all applicable regulations for the design and operation of all the equipment.
 - List of spare parts required for two years of operation, with an economic evaluation of each one of the components.
 - Copy of the software programs of the control systems.
- Minimum warranty of 12 months (parts, labor, travel and auxiliary installations included) for the replacement or repair of any deficiency in the materials or the operation of the Bioreactors. Longer warranty periods will be valued (IMPROVEMENT, 1 point).
- Maintenance service and technical assistance: commitment to supply spare parts and components within a period not exceeding 2 weeks.

5.- BIDDER'S PROPOSAL

Regarding the technical documentation to be delivered (Envelope 2), the Bidder will provide in its proposal, at least:

1. Descriptive report of their proposal that includes the technical characteristics of each Bioreactor and other device(s) referred to in this Specification Tender, including an exhaustive list of the components and accessories included in the offer, and excluding any information of a general nature that is not the object of the material offered. The Bidder must submit, together with the offer, the technical data sheets of the different equipment units, instruments and accessories that make up the system of Bioreactors and analyzers offered, including the model and supplier of each component.
2. Detailed delivery dates in a chronogram.

The text documentation will be presented in the following format:

- Program: Microsoft Office Word or Adobe Acrobat
- Format: *.doc; *.pdf

The blueprint plans must be submitted in the following formats:

- Programs: Autocad and PDF
- Format: *.DWG; *.pdf

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 **SCALABLE BIOREACTORS SYSTEM FOR THE LABORATORY OF MICROBIOLOGY AND BIOTECHNOLOGICAL DEVELOPMENTS** and for the purposes of 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

DECLARATION ON COMPLIANCE WITH THE PRINCIPLE OF NON-SIGNIFICANT HARM TO THE SIX ENVIRONMENTAL GOALS (DNSH) WITHIN THE MEANING OF ARTICLE 17 OF REGULATION (EU) 2020/852

(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 **SCALABLE BIOREACTORS SYSTEM FOR THE LABORATORY OF MICROBIOLOGY AND BIOTECHNOLOGICAL DEVELOPMENTS** and for the purposes or participating therein,

DECLARES

That the supply subject matter of this tender is part of the project "REACT Laboratory and Development of Advanced Biofuels", for the execution of which Fundación CENER is a beneficiary of grants within the framework of the Recovery, Transformation and Resilience Plan, and that, in order to ensure that the activities to be developed by the tenderer - if successfully awarded the contract - are in compliance with the principle of no significant harm to the environment (DNSH) in the six areas laid down by Regulation (EU) 2021/241 of the European Parliament and of the Council of 12 February 2021 that establishes the Recovery and Resilience Facility, and Regulation (EU) 2020/852, of the European Parliament and of the Council providing for a framework for sustainable investment and amending Regulation (EU) 2019/2088 ("*Taxonomy Regulation*");

and further REPRESENTS

That, in the event of being awarded the contract, the bidding entity it acts for herein, having taken into account all phases of the life cycle of the activity to be developed and / or the supply to be implemented, both during set up, performance and at the end of its useful life, expressly meets the following requirements, to the extent that they are applicable depending on the nature of the actions to be carried out:

A. The activities to be developed, if awarded the contract, will not significantly harm the six environmental objectives, according to Article 17 of Regulation (EU) 2020/852 that provides for a framework to facilitate sustainable investments through the implementation of a classification system (or '*taxonomy*') of environmentally sustainable economic activities:

1. Climate change mitigation – an activity is considered to cause significant damage to climate change mitigation if it leads to significant greenhouse gas (GHG) emissions.
2. Climate change adaptation – an activity is considered to cause significant harm to climate change adaptation if it causes an increase in the adverse effects of current and projected future climate conditions on itself, or on people, nature or assets.
3. Sustainable use and protection of water and marine resources – an activity is considered to cause significant harm to the sustainable use and protection of water and marine resources if it is detrimental to the good environmental status or ecological potential of bodies of water, including surface water and groundwater, and the good environmental status of marine waters.
4. Circular economy, including waste prevention and recycling – an activity is considered to cause significant harm to the circular economy, including waste prevention and recycling, if it leads to significant inefficiencies in the direct or indirect use of any natural resources at any stage of its life-cycle which are not minimized by adequate measures; if it leads to a significant increase in waste generation, mechanical-biological treatment, incineration or disposal of waste; or if it leads to significant and / or long term damage to the environment in respect to the circular economy.
5. Pollution prevention and control to air, water or land – an activity is considered to cause significant harm to pollution prevention and control when it leads to a significant increase in the emissions of pollutants into air, water or soil.
6. Protection and restoration of biodiversity and ecosystems – an activity is considered to lead to significant harm in the protection and restoration of biodiversity and ecosystems when it is largely detrimental to the good condition and resilience of ecosystems, or detrimental to the conservation status of habitats and species, in particular those of interest to the Union.

B. The activities to be developed will be adapted, where appropriate, to the characteristics of and conditions laid down by the measure and sub-measure of the Component and set forth in the Recovery, Transformation and Resilience Plan.

C. The activities to be developed will comply with the current environmental regulations that are applicable.

D. The activities to be developed are not excluded from funding by the Plan in accordance with the Technical Guide on the application of the '*do no significant harm*' DNSH principle under the Recovery and Resilience Facility Regulation (2021/C 58/01), to the Proposal for a Council Implementing Decision on the approval of the assessment the evaluation Recovery and Resilience Plan for Spain and its Annex.

1. Construction of crude oil refineries, coal fired thermal power stations and projects involving

the extraction of oil or natural gas, due to the damage to the climate change mitigation objective.

2. Activities related to fossil fuels, including downstream use of fossil fuels, except those projects related to the generation of electricity and / or heat using natural gas, as well as the related transmission and distribution infrastructure, that are compliant with the conditions set out in Annex III of the 'Do no significant harm' Technical Guidance (2021/C58/01) of the EU.
3. Activities and assets within the framework of the EU Emission Trading System (ETS) leading to projected greenhouse gas emissions that are not lower than the applicable relevant parameters. Where the activity supported achieves projected greenhouse gas emissions that are not substantially lower than the relevant benchmarks, an explanation of the reasons why this is not possible should be provided.
4. Compensation of indirect costs of the EU Emission Trading System (ETS).
5. Activities related to waste landfills and incinerators, this exclusion does not apply to actions in plants dedicated exclusively to the treatment of non-recyclable hazardous waste, or to existing plants, where the actions under this measure are aimed at increasing energy efficiency, capturing exhaust gases for storage or use, or recovering materials from incineration ash, provided that such actions do not result in an increase of the plants' waste processing capacity or in an extension of the useful life of the plants; for which evidence must be provided on a plant by plant basis.
6. Activities related to mechanical-biological treatment plants, this exclusion does not apply to actions under this measure in existing mechanical-biological treatment plants, where the actions under this measure are aimed at increasing their energy efficiency or their retrofitting to recycling operations of separated waste, such as biowaste composting and anaerobic digestion of biowaste, provided that such actions do not result in an increase of the plants' waste processing capacity or in an extension of the useful life of the plants; for which evidence must be provided on a plant by plant basis.
7. Activities where the long term disposal of waste may cause damage to the environment.

E. The activities to be developed will not have direct effects on the environment, nor primary indirect effects across their life cycle (for the purposes herein, *effects* being understood as those effects that may materialize and / or be apparent either after completion of the activities or at a later stage.

Failure to comply with any of the requirements set forth in this declaration will give, after the appropriate reimbursement procedure, the obligation to return the amounts received and the corresponding default interest.

And for the record and to have the appropriate effects, I issue and sign this declaration.

Signed.: _____

[Name of Legal Representative]

[Position]

[Date]

EXHIBIT NR. 4

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 supply carried out	Client	Date	Amount
Total (excluding VAT, Value Added Tax):			

** The awarded tenderer may be required to provide supporting evidence of the supplies implemented, by means of statements issued by the clients confirming the provision of supplies or invoices issued for such supplies; such supporting documents will fill in the above table details (i.e. description, client, date, amount). For the purposes herein, a single supply will be sufficient, provided it meets the requirements set forth in these Technical Specifications.*

EXHIBIT NR. 5

ECONOMIC AND 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 SCALABLE BIOREACTOR SYSTEM FOR THE LABORATORY OF MICROBIOLOGY AND BIOTECHNOLOGICAL DEVELOPMENTS**, 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. 6

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 maximum 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 expire on [•].

This guarantee has been registered on the date indicated hereinbelow with number [*insert number or code of registration of the guarantee*] at the Special Registry of Guarantees (*Registro Especial de Avaluos*, 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*]