



# INVITATION TO TENDER

OF

**LIFE14/ENV/IT/000346 for a supply contract regarding the acquisition of the plant components of the related Pilot line**

Dear Sir/Madam,

1. Italmatch Chemicals S.p.A. is planning to award the public contract referred to above. Find enclosed the related tender specification listing all the documents and activities that must be produced in order to submit a tender, and the Contract Draft.

2. If you are interested in this tender you must submit a tender in one original and two copies in Italian and English language. A copy of the offer in USB key must be submitted as well.

3. Tenderers shall submit tenders by letter:

a) Either by post or by courier not later than 30 calendar days from web site publication, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the address indicated below

b) Or delivered by Certified Electronic Post (PEC) not later than..... to the address indicated below. In this case, the electronic certification receipt obtained accompanied by certified electronic signature of the tenderer is proof of submission

The department of Italmatch Chemicals SpA is open from 8.30 am to 5.30 pm from Monday to Friday. Closed on Saturday, Sundays and public holidays.

By Post: Italmatch Chemicals S.p.A. Via Vismara, N° 114 20020 Arese –MI Italy To the c.a. of Dr. Luca Mandelli	By CEP /PEC:  amministrazione.genova@pec.italmatch.net
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For tenderers adopting the Post or Courier modality:

Tenders must be placed inside two sealed envelopes. The inner envelope, addressed as indicated above, should be marked as follows: “Call for tenders- not to be opened by the internal mail department”, they must be sealed with adhesive tape and the sender must sign across this tape. The inner envelope must contain two sealed envelopes, one containing the “Administrative & Technical Parts” and the other “the Financial Offer”.

For tenderers adopting the PEC modality:

## TENDER



tenders must be sent in consequential mood on the same date into two separate PEC, both marked call for tenders not to be opened by the internal mail department. The first PEC must contain the administrative and technical parts; the second, the financial offer.

For your bid to be found admissible, the confidentiality thereof must have been ensured and the deadline for the submission of the bids met.

4. Tenders must be duly signed by the authorized representative of the tenderer in a legible way. The signature shall be considered as the signature of the Tender, binding both the single tenderer and the group of partners to the terms included in the tender.

5. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect is one month starting from the final date for submission.

6. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the tender specification and in the draft contract (including, where appropriate, the tenderer's own terms and conditions)

7. Contacts between the contracting company and tenderers are prohibited throughout the procedure, save in exceptional circumstances and under the following conditions only:

-Before the final date for submission of tenders: at the request of the tenderer, the contracting company may provide additional information solely for clarifying in the nature of the contract. Any requests for additional information received less than ten working days before the final date for submission of tender will not be processed. The website will be updated regularly and it is in the tenderers responsibility to check for updates and modifications during the tendering period and sent simultaneously to all candidates invited to the tender.

-After the opening of the tender: the contracting company may negotiate with tenderers the tenders they have submitted, in order to adapt them to the requirements set out in the contract notice, tender specifications or any additional document and in order to find the tender offering best value for money once the technical specifications are met. During negotiations, equal treatment of all tenderers will be ensured.

8. Up to the point of the contract's signature, the contracting company may either abandon the procurement or cancel the award procedure, without the tenderers being entitled to claim any compensation. This decision must be substantiated and the tenderers notified.

Ours faithfully

01 March 2016

ITALMATCH CHEMICALS SPA

## TENDER



# TENDER



## CALL FOR TENDERS

**Open procedure: LIFE14/ ENV/IT/000346 - ITC 001/2016**

Subject: Designation of Pilot line Components suppliers

# TENDER SPECIFICATIONS



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## 1. INFORMATION ON TENDERING

### Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Life Project and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of LIFE Program procurement on the conditions laid down in the related Grant Agreement. Where the Multilateral Agreement on Government Procurement concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

### Contractual conditions

The tenderer should bear in mind the provisions of the draft contract that specifies the rights and obligations of the contractor particularly those on payments, performance of the contract, confidentiality, and checks and audits.

### Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers. In case of joint tender, all economic operators in a joint tender assume joint and several liability towards the Contracting Company (Coordinating beneficiary Italmatch Chemicals SpA) for the performance of the contract as a whole. Nevertheless, tenderers must designate a single point of contact for the Contracting Company. After the award, the Contracting Company will sign the contract either with all members of the group, or with the member duly authorized by the other members via a power of attorney.

### Subcontracting

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Company for performance of the contract as a whole. Contractors must give an indication of the proportion of the contract that they intend to subcontract. Contractors are required to identify all subcontractors whose share of the contract is above 10%. During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Company.

### Content of the tender

The tenders must be presented as follows:

- Identification of the tenderer (see below)
- Evidence for absence of any of the exclusion criteria (see section 2.2)
- Evidence for selection criteria (see section 2.3)



- Technical offer (see section 2.5)
- Financial offer (see section 2.6)

## Identification of the tenderer: legal capacity and status

The tender must include Annex 1 presenting the name of the tenderer (including all entities in case of joint offer) and identified subcontractors if applicable, and the name of the single contact person in relation to this tender. If applicable, Annex 1 must indicate the proportion of the contract to be subcontracted. In case of joint tender, Annex 1 must be signed by a duly authorized representative for each tenderer, or by a single tenderer duly authorized by other tenderers (with power of attorney). Subcontractors must provide a letter of intent stating their willingness to provide the service foreseen in the offer and in line with the present tender specification. In order to prove their legal capacity and their status, all tenderers must provide a signed Identification of tenderer form (Annex 1) with its supporting evidence such as an extract from the competent Company Register.

The form is available on Italmatch website within the Tender window: <http://www.italmatch.it>;

Tenderers must provide the following information if it has not been included within Annex 1:

- For legal persons, a legible copy of the notice of appointment of the persons authorized to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation that applies to the legal entity concerned requires such publication. Any delegation of this authorization to another representative not indicated in the official appointment must be evidenced.
- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

## **2. EVALUATION AND AWARD**

### 2.1. EVALUATION STEPS

The evaluation is based on the information provided in the submitted tender. It takes place in three steps:

- (1) Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- (2) Selection of tenderers on the basis of selection criteria
- (3) Evaluation of tenders on the basis of the award criteria

Only tenders meeting the requirements of one-step will pass on to the next step.

### 2.2. EXCLUSION CRITERIA

All tenderers shall provide a declaration on their honor (see Annex 2), duly signed and dated by an authorized representative, stating that they are not in one of the situations of exclusion listed in



the Annex 2. The declaration on honor is also required for identified subcontractors whose intended share of the contract is above 10%. The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 before signature of the Contract and within a deadline given by the contracting authority. If the requested evidence is not submitted in due time, the Contracting Company can award the Contract to the Tenderer evaluated as the next best. This requirement applies to all members of the consortium in case of joint tender and to identified subcontractors whose intended share of the contract is above 10%.

## 2.3. SELECTION CRITERIA

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender. The evidence requested should be provided by each member of the group in case of joint tender and identified subcontractor whose intended share of the contract is above 10%. However, a consolidated assessment will be made to verify compliance with the minimum capacity levels. The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links that it has with them. They must in that case prove to the Contracting Company that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

### 2.3.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, tenderers (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) must comply with the following criteria:

- Annual turnover for the last two financial years needs to be twice the annual amount of the offer

The following evidence should be provided:

- an "Official Economic and financial capacity analysis document" filled in with the relevant statutory accounting figures, in order to calculate the financial ratios
- for economic operators required under national law to keep a complete set of accounts: the balance sheet, profit and loss account and annexes of the last two years for which accounts have been closed;
- for economic operators required under national law to keep a simplified set of accounts: the statement of expenditure and revenue and the annex showing assets and liabilities for the last two financial years for which accounts have been closed;
- in all cases, a statement of overall turnover provided over the last two financial years for which accounts have been closed, and turnover concerning the supplies or services covered by the contract.

If, for some exceptional reason that the Contracting Company considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document that the Contracting Company considers





appropriate. In any case, the Contracting Company must at least be notified of the exceptional reason and its justification in the tender. The Company reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

## 2.3.2. Technical and professional capacity criteria and evidence

### a. Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

The tenderer must prove the experience to carry out international networking activities and/or studies in the field of Chemical Industrial Continuous Processes Technologies with at least two projects in the specified field since the beginning of 2010 targeting a total of at least 10 European customers (it is the combination of projects which must reach the necessary coverage) with a minimum cost for each project of € 25,000.

### b. Criteria related to the joint tenders delivering the requested service:

The Joint tenders (main tender plus potential sub-contractors) should include, as a minimum, the following profiles:

Two (2) technical experts plus a scientific coordinator and a logistical coordinator (both coordinating functions can be insured by the same person). There is no upper ceiling for the number of experts in the tenders' network. Experience of working with similar specialty chemicals related networks shows that a core group of around two experts, combined with a number of more loosely associated experts who contribute expertise on an ad-hoc basis, may be a pragmatic and flexible arrangement that can provide a good result while being easier to manage.

### Technical Expert profiles

All technical experts should have substantial and up-to-date knowledge and understanding of Chemical industrial processes and HSE policies in Europe and in Italy. They should have at least two years' experience of working within this segment. All experts should have a high standard of scientific and technology excellence.

The scientific coordinator should have at least six years' experience of running projects and possibly working in an international context, and should also have substantial experience from active participation in comparative projects and practice in the context of European (EU-supported) collaborative industrial activities. The logistic coordinator should have at least six years' experience of running projects. The scientific coordinator and logistic coordinator will have:

- experience in management of team of at least five people;
- strong editorial and reporting skills;
- excellent communication and organizational skills;
- comprehension of English language, as guaranteed by past relevant experience;



- knowledge of any other languages of the European Union will be a plus

## c. Evidence:

The following evidence should be provided to fulfil the above criteria:

- List of relevant services provided in the past five years, with sums, dates and recipients, public or private. The most important services shall be accompanied by endorsements of satisfactory execution, specifying that they have been carried out in a professional manner and have been fully completed;
- The educational and professional qualifications of the persons who will provide the service for this tender (CVs) including the management staff. Each CV provided should indicate the intended function in the delivery of the service.

## 2.4. AWARD CRITERIA

The tender will be awarded according to the best-value-for-money procedure, all quality criteria evidence being equal. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

### **Quality of the proposed methodology (50 points – minimum threshold 50%)**

This criterion will assess the relevance and the quality of the methodology proposed for achieving the results set out in the section 3.2.3 and 3.3 of these "Tender specifications" based on the grid below:

Sub-criteria

Max number of points

Min threshold

#### **Understanding of the nature of the assignment and results to be achieved**

(Adequate response to tasks described in section 3.3 of the Technical specifications: advisory and knowledge brokerage functions. Proposed interactions with other partners working on this type of chemical industrial process)

Maximum: 30

Minimum: 15

#### **Quality of the methodology proposed for creating the network**

Maximum: 20

Minimum: 10

### **Organization of the work (20 points – minimum threshold 50%) in terms of delivery times**

The tender should provide details on the allocation of time and resources and the rationale behind the choice of this allocation.



It will be evaluated based on the grid below:

Sub-criteria

Max number of points

Min threshold

## **Better delivery times**

20

10

### **- Quality control measures (30 points – minimum threshold 50%)**

This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the communication quality check, and continuity of the service in case of absence of the member of the team.

The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

The assessment will be made based on the grid below:

Sub-criteria

Max number of points

Min threshold

### **-Assurance of:**

- availability and personal commitment of Coordination team members;**
- highest professional standards in subcontracted activities;**
- short notice availability of the required expertise;**
- replacement procedures in case of withdrawal of experts.**

Maximum: 10

Minimum: 5

### **-Deliverables**

(Quality control measures proposed to assure high-quality and high-relevance output)

Maximum: 20

Minimum: 10

Tenders must score minimum 50% for each criterion and sub-criterion, and minimum 65% in total. Tenders that do not reach the minimum quality thresholds will be rejected and will not be ranked.



After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money. A weight of **60/40** is given to quality and price.

## 2.5. TECHNICAL OFFER

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria.

Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

## 2.6. FINANCIAL OFFER

The price for the tender must be quoted in euro (use Annex 4).

The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted ex works Arese Plant with specific evidence for all duties, taxes and other charges, including VAT. The amount of VAT may be shown separately.

The quoted price must be a fixed amount, which includes all charges (including travel expenses, if any, and subsistence).

Travel and subsistence expenses are not refundable separately.

Tenderers remain free to propose any further allocation of resources that they believe might best achieve the desired results.

## 3. TECHNICAL SPECIFICATIONS

### 3.1. BACKGROUND INFORMATION

LIFE+ Environment Policy and Governance is one of the strands of the European Union's main funding programme for the environment. It supports technological projects that offer significant environmental benefits. The LIFE programme is the EU's funding instrument for the environment and climate action. The general objective of LIFE is to contribute to the implementation, updating and development of EU environmental and climate policy and legislation by co-financing projects with European benefit.

LIFE began in 1992 and to date there have been four complete phases of the programme (LIFE I: 1992-1995, LIFE II: 1996-1999, LIFE III: 2000-2006 and LIFE+: 2007-2013). During this period, LIFE has co-financed some 3954 projects across the EU, contributing approximately €3.1 billion to the protection of the environment. Since the launch of the LIFE programme by the European Commission in 1992, a total of 725 projects have been financed in Italy. Of these, 445 focus on environmental innovation, 268 on nature conservation & biodiversity and 12 on information and communication. These projects represent a total investment of €1.1 billion, of which €488 million has been provided by the European Union. The LIFE programme aims to reduce the environmental impact of goods and services. Numerous LIFE projects cover an extremely broad area within the



field of “Industry & production”, ranging from the demonstration of innovative clean technologies in various types of industry and other economic sectors, to the development and optimization of methods for monitoring and managing environmental impacts. This thematic section offers a selection of these projects and their results. The European Commission ([DG Environment](#) and [DG Climate Action](#)) manages the LIFE programme. The Commission has delegated the implementation of many components of the LIFE programme to the Executive Agency for Small and Medium-sized Enterprises ([EASME](#)). External selection, monitoring and communication teams provide assistance to the Commission and EASME. The [European Investment Bank](#) will manage the two new financial instruments (NCFF and PF4EE).

## 3.2. CONTRACT OBJECTIVES AND EXPECTED RESULTS

### 3.2.1. Overall objectives

The overall objective of the contract is to contribute to the improvement of the specific Industrial process getting a benefit from an Environmental perspective, Business Perspective and Market potential perspective in Europe and outside Europe.

### 3.2.2. Specific objectives and results to be achieved by the Contractor

The LIFE project aims at demonstrating a highly sustainable novel and efficient continuous process for the production of a chemical intermediate that will benefit the environment and humans ‘health.

The new process will allow to completely avoid the production of contaminated wastewater, the use of specific toxic chemicals, and will greatly reduce the water used and wasted (100%) and energy consumption (20-30%), whilst providing side useful products for other sectors (e.g. agriculture).

Hence, the innovation introduced by the LIFE project will have a strong environmental and socio-economic impacts at the EU and global levels, also facilitated by a well-targeted dissemination campaign.

### 3.2.4. The Network (main contractor + subcontractors)’s profile, coordination and procedures

Changes in the composition of the network may be possible either at the initiative of the contractor and subject to written approval by the Contracting Company. This may be the case, for example, if new topics are to be covered by the network.

The scientific coordinator will be responsible for content work. He/she will ensure overall coordination and will lead the network to perform the various tasks at the highest professional standards. He/she will provide strong and proactive steering to the network. He/she will exercise adequate quality control of all output and will handle key matters efficiently and within deadlines with the support of the logistic coordinator. In addition, the scientific coordinator will continuously promote actively a better understanding within the network of the Contracting Company’s expectations, of the role of the network, and of the nature of output required.

The logistic coordinator will be responsible for practical and contractual matters.



The scientific and the logistic coordinators will be the main contact points for the Contracting Company. They will be responsible for distributing work to network members, for collecting and consolidating contributions from individual experts and for sending the results to the Contracting Company on time and after adequate quality control.

### Network coordination and procedures

The selected supplier members are expected to share a common understanding of the objectives of this contract, and to seek to improve their understanding of the Contracting Company's needs and expectations and of the Contracting Company's working methods in its cooperation with the Project team.

Regular meetings of the coordinators and of the whole team with the project Leaders will facilitate this task.

Network members are expected to be committed and to be generally available to contribute when necessary in accordance with deadlines given.

The allocation of tasks to members should follow the closest possible correspondence with individual members' expertise. If sufficient expertise on certain topics is not readily available within the network, the network may consider the addition of new members or seek the expertise of associated experts.

The Contractor is responsible of and is expected to meet these general objectives through the implementation of the specific tasks outlined in the next section.

### 3.3. SCOPE OF THE WORK

Task 1: Delivery of the pilot line components as from the reported specifications

The contractor is required to realize Task 1 in line with the objective of the project LIFE/ENV/000346.

Such activity will be performed providing outputs in compliance with the requisites exposed in the Preparatory Actions reported in the Project LIFE14/ENV/IT/000346 and by the collaboration with the Project Manager, the Technical Manager and the LCA Managers of the Project.

The contractor will provide the due reports (communication, staff working documents, performed studies and lay out) demonstrating the successful conclusion of each phase of the pilot line composition according to the time table of the project attached in Annex 6.

The contractor can be requested to participate to the project members' meetings, conferences or other necessary events. The Contractor itself will be responsible for the allocation of tasks to its specific experts, direct or subcontractors. The expected compliance of the design and layout to the running domestic and international norms is a must. Due to the strong innovative feature of the LIFE \_Trialkyl pilot plant the contractor must be flexible in including possible primary and secondary changes in the features in order to meet the requested requisites. For this reason cooperation activities with the other members of the project team is necessary.



All the outputs will be requested in Italian language and English.

An analytical report will highlight key conclusions for policy development and implementation. Such a report should aim to present clear messages and concrete, policy-able recommendations (supported by evidence) both for policy directions and for specific policy measures. If necessary, the Contracting Company may issue and disseminate them widely.

Lean inception, midterm and progress reports will have to be realized also for these activities with the constructive support of the contractor for its part. To maximize their potential, the reports must be clear, concise, and concrete, written in a simple, non-academic language that can be understood and acted upon by non-specialists

Travel and subsistence expenses related to this task will be covered by the Contractor's budget.

### 3.4. LOGISTICS AND TIMING

#### 3.4.1. Location

The Contractor and its team will work mainly from his/her own location using his/her own premises and equipment, except for the time needed for installation or operative inspections participation in the planned meetings as necessary.

#### 3.4.2 Facilities to be provided by the Contractor

The Contractor shall ensure that subcontractor members and associated experts are adequately supported and equipped. In particular, it shall ensure that there is sufficient administrative, secretarial, translation and interpretation provision as necessary, to enable members to concentrate on their primary responsibilities.

#### 3.4.3. Commencement date and Consignment time

The indicative intended commencement date is immediately after the publication of the winner, after at least 30 calendar days from publication of this tender and the period of execution of the tasks will be in a way to guarantee the completion of the pilot line within 9 (nine) months starting from the tender publication, with a buffer additional time of 3 (three) months . Actual commencement will take place after signature of the contract by the latest signature.

### 3.5 TECHNICAL ENGINEERING PLANT SPECIFICATIONS

**NOTE: Each component must be signed with the LIFE Logo**

#### 3.5.1 Design and layout dimension parameters

##### Filter dryer

The Filter dryer is used for the treatment of the solid product (ammonium chloride). As the plant is designed for continuous processing, N ° 2 (two) filter dryers will be installed to ensure the continuity of the drying process. The salt which undergoes the drying process will be previously washed from the reaction product by the alcohol used for the productive synthesis.

##### Design condition

# TENDER



Liquid fluid: methanol, buthanol and ethanol

Solid: ammonium chloride

Shell design pressure: 5 Bar + Vacuum

Shell design temperature: 160 °C

Jacket/End design pressure: 5 Bar

Shell design temperature: 160 °C

## Connessioni - Connections

<b>CONNECTIONS LIST</b>			
<b>DN</b>	<b>N°</b>	<b>FLANGE</b>	<b>SERVICE</b>
		<b>RANGE</b>	
	1	STD OBM	SHAKER CONNECTION
100	1	PN 16	VACUUM
50	1	PN 16	SPRAY BALL
50	1	PN 16	PRODUCT IN
80	1	PN 16	SERVICE
100	1	STD OBM	VISUAL INDICATOR
100	1	STD OBM	VISUAL INDICATOR
50	1	PN 16	FILTERED OUTPUT
150	1		ISPECTION
40	1	PN 16	JACKET IN/OUT
40	1	PN 16	END IN/OUT
25	1	PN 16	WHAS SYSTEM
25	1	PN 16	VACUUM MANOMETER/NITROGEN
-	1	STD OBM	DRAIN VALVE CONNECTION
<b>CONNECTIONS LIST</b>			
<b>DN</b>	<b>N°</b>	<b>FLANGE</b>	<b>SERVICE</b>
		<b>RANGE</b>	
40	1	PN 16	SAMPLE
½"	1	STD OBM	THERMOMETER PROBE CONNECTION
25	1	PN 16	SOLID WASTE

- basic machine made of AISI 316 provided with a movable bottom with hydraulic activation
- solid waste's hydraulic discharge unit
- Shaker with double axial and rotational movement; double mechanical seal assembly cartridge and protective bellows tree
- Metal based multilayer filtering system. Mesh dimension to be defined
- hydraulic power unit
- handling management system by control panel
- assembling of the components on suitable structure





- building code according to PED
- pressure chamber's construction according to PED
- design and construction realization in compliance with ISO 9001

## 3.5.2. Materials specifications and/or requirements

### **Materials used**

- Body	A 240 316
- Jacket	A 240 304
- Logs	ASTM A 312/182 316
- Supports	AISI 304
- Seals	PTFE

## 3.5.3. Health and safety expected requirements

Approval according to Directive 97/23/EC

Approval according to Directive ATEX (for methyl alcohol)

## 3.5.4. Environmental impact expected requirements

No leakage in the surrounding environment for both gas and liquid phase reagents and reacted materials as from above reported requirements

## 3.5.5. Performance requirements

Volume to be treated: 500 lt

Hourly flow liquid: 6÷10 kg/h

Hourly flow solid: 30 kg/h

## **3.6. REPORTS**

As the pilot line construction is the core of the EU LIFE programme funded project LIFE14/ENV/IT/000346, reporting activities to the EASME commission are expected along the project development. Therefore contractors must provide the Coordinating Beneficiary, Italmatch Chemicals SpA, all the necessary written information to develop the relevant reports according to the below time scheduling

### **3.6.1 Indicative time schedule**

30<sup>th</sup> April 2016: Submission of a draft progress report to Italmatch Chemicals SpA about the performed activities related to this contract

31<sup>st</sup> January 2017: submission of a draft midterm report to Italmatch Chemicals SpA about the executed work to Italmatch Chemicals spA



30<sup>th</sup> April 2018: Submission of the final draft report to Italamatch Chemicals SpA about the developed activities and eventual changes occurred along the course of the project

### 3.6.2 Reporting requirements

Each report, duly signed, will be submitted in electronic format in English. The Contracting Company will comment on all reports within 20 calendar days. In the absence of feedback from the Contracting Company within the deadline, the report will be considered as being approved.

Within 20 calendar days of receiving the Company's comments, the Contractor will submit the report duly signed in definitive form, taking full account of these observations, either by following them precisely, or by explaining clearly why they were not followed. Should the Contracting Company still not consider the report acceptable the Contractor will be invited to amend the report until the Contracting Company is satisfied.

The Contractor will submit a progress report, a midterm report (halfway the contract period), and a final report at the end of the contract. The reports will mainly be based on the various tasks carried out and on the material collected in this context.

The progress report (around 5-10 pages + any annexes) will be provided after the signature of the initial contract by the last of the two parties. The progress report will not be associated with any payment. It will include information on any replies to first ad-hoc requests by the Contracting Company;

The midterm report (approx. 5-10 pages of text + any annexes) will be provided within January 2017. The midterm report will include information on:

- progress on various tasks of the Network;
- any difficulties encountered;
- a forward-looking text (max 5 pages) identifying important themes/issues for future Contracting Company work on the plant. This could include proposals for future reports, policy briefings, country specific work, staff seminars etc. to be first approved by the Company.

The final report will be provided as from paragraph 4.1.1.

## **4. CONTENT, STRUCTURE AND GRAPHIC REQUIREMENTS OF THE FINAL DELIVERABLES**

All final deliverables produced shall contain the project logo that will be provided by the Company and the reference to the EU code: LIFE14/ENV/IT/000346

### 4.1. CONTENT

#### 4.1.1. Final report

The final report should include at least the following:

- a description of all the activities carried out (including contributions to conferences and seminars),



- the answers to ad hoc questions,
- executive summaries of all the analytical reports,
- key recommendations for the further development of the pilot line.

The draft version of the final report should be submitted 23 months after the actual commencement of the Contract and not later than 30<sup>th</sup> April 2018. The Contracting Company will then inform the contractor of its acceptance, or will pass on its observations within 20 days. If required, the draft final report can be discussed at the final meeting with the Project Team managers. Within 20 days of receiving the Contracting Company's observations, the contractor will submit the final report in definitive form, either taking account of these observations or setting out different arguments.

In the absence of observations from the Contracting Company to the draft report, the latter will be considered as being accepted by the Contracting Company as final report. The Company will support the contractor in the setup of the final report, being it part of the final global Project report

#### 4.2. STRUCTURE

The final report should not exceed 15 pages, excluding any necessary attachments

#### 5. ANNEXES

The following forms are annexed to these Tender Specifications and form an integral part of them:

**Annex 1: Tenderer Information**

**Annex 2: Declaration on Honour**

**Annex 3: Power of Attorney**

**Annex 4: Price**

**Annex 5: Draft Contract**

**Annex 6: Gantt chart Project LIFE14/ENV/IT/000346**

# TENDER



## ANNEX 1

### IDENTIFICATION OF THE TENDERER

(Each service provider, including any member of a consortium or grouping and subcontractor(s) whose share of the work is more than 20% of the contract must complete and sign this identification form)

#### Call for tenders LIFE TRIALKYL ENV/IT/000346 - ITC 001/2016

IDENTITY	
Name of the tenderer	
Type of Business Entity	
Date of registration	
Country of registration	
Registration number/code	
VAT number /fiscal code	
List and description of any statutory insurance policy, including social security, according to the Member State law and any non statutory supplementary insurance	
ADDRESS	
Registered address	
Where appropriate, administrative address of tenderer for the purposes of this invitation to tender	
CONTACT PERSON	
Surname:	
First name:	
Title (e.g. Dr, Mr, Ms) :	
Position (e.g. manager):	

## TENDER



Telephone number:	
Fax number:	
E-mail address:	
<b>REPRESENTATIVES</b>	
<b>Names of legal representatives</b>	
<b>Names of any other</b> representative who are empowered to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation<sup>2</sup></b>  I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname:  First name:	Signature:

<sup>2</sup>This person must be included in the list of legal representatives; otherwise the signature on the tender will be invalidated.



## ANNEX 2

### Declaration of honour on exclusion criteria and absence of conflict of interest

*(Complete or delete the parts in grey italics in parentheses)*

*[Choose options for parts in grey between square brackets]*

The undersigned *(insert name of the signatory of this form)*:

- in *[his][her]* own name *(for a natural person)*

Or

- representing the following legal person: *(only if the economic operator is a legal person)*

full official name:

official legal form:

full official address:

VAT registration number:

- declares that *[the above-mentioned legal person][he][she]* is not in one of the following situations:

a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;

c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organizations;

d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;

e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;

f) Is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

- *(Only for legal persons other than Member States and local authorities, otherwise delete)* declares that the natural persons with power of representation, decision-

making or control<sup>3</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

## TENDER



- declares that [the above-mentioned legal person][he][she]:

g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;

h) will inform the contracting authority, immediately, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;

j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure;

- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties<sup>4</sup> if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision-making or control in relation to the tenderer. For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance. If the tenderer is a legal person, information on the natural persons with power of representation, decision-making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature

Luca Mandelli

01/03/2016

<sup>3</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

<sup>4</sup> As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation



## ANNEX 3

### POWER OF ATTORNEY

**one of the partners in a joint tender as lead partner<sup>5</sup> and lead contractor in the event of subcontractors**

To The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.

2) If the Contracting Company awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:

(a) All partners shall be jointly and severally liable towards the Contracting Company for the performance of the Contract.

(b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.

1) Payments by the Contracting Company related to the services and/or supplies subject to the Contract shall be made through the lead partner's bank account: [Provide details on bank, address, account number].

2) The partners grant to the Contracting Company all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:

(a) The lead partner shall submit the tender on behalf of the group of partners.

(b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices provided on behalf of partners related to the Services on behalf of the group of partners.

(c) The lead partner shall act as a single contact point in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the Contracting Company, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the Contracting Company's express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the Contracting company for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Contracting Company's consent.

<sup>5</sup>To be filled in and signed by each partner in a joint tender including the lead partner.



## TENDER



Signed in Arese on 01/03/2016

Place and date: Arese 01/03/2016

Name (in capital letters), function, company and signature:

LUCA MANDELLI, SITE MANAGER AND PROJECT DIRECTOR, ITALMATCH CHEMICALS SPA

# TENDER



## ANNEX 4

### PRICING RANGE AND OTHER COMPLEMENTARY CONDITIONS

#### A4.1 SHORT DESCRIPTION OF NATURE AND QUANTITY OR VALUE OF SUPPLIES CATEGORY

Steel made filter dryer for the treatment of solid products. 2 units.  
CIP Arese site including required certifications.

If known, estimated cost excluding VAT (give figures only): Currency: €

Or range: between:..... and ..... Currency:.....

#### A4.2 CONDITIONS RELATING TO THE CONTRACT

Main financing conditions and payment arrangements and/or reference to the relevant provisions regulating them (if known: provide information only in the case of works contracts):

30% order signature

30% ready for delivery

40% 60 days after arrival in Arese site

#### A4.3 CONDITIONS FOR PARTECIPATION

A4.3.1.Reserved contracts (if applicable) .....yes.....no.....

The contract is restricted to specific suppliers..... yes.....no.....

#### A4.4 CONTRACT RELATED TO A PROJECT AND/OR PROGRAMME FINANCED BY COMMUNITY FUND

.....YES.....NO.....

LIFE14/ENV/IT/000346

#### A4.5 ADDITIONAL INFORMATION

.....

.....

.....

.....

.....

## TENDER



ANNEX 5

DRAFT CONTRACT

*Separate document*



# TENDER

## ANNEX 6

### GANNT CHART PROJECT LIFE14/ENV/IT/000346

#### TIMETABLE

Action		2015				2016				2017				2018				2019				2020			
Action number	Name of the action	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV	I	II	III	IV
<b>A. Preparatory actions (if needed)</b>																									
A.1	Preparatory Action			■	■	■																			
A.2	Design of the pilot line			■	■	■																			
<b>B. Implementation actions (obligatory)</b>																									
B.1	Realization of the Pilot Line					■	■	■	■																
B.2	Prototype, testing and validation							■	■	■															
B.3	Industrial Validation and fine-tuning									■	■	■	■												
<b>C. Monitoring of the impact of the project actions (obligatory)</b>																									
C.1	Health Assessment for hazardous Materials and Environmental Impact Assessment			■	■	■	■	■	■	■	■	■	■												
C.2	Socio-economic Impact Evaluation							■	■	■															
<b>D. Public awareness and dissemination of results (obligatory)</b>																									
D.1	Dissemination and Communication			■	■	■	■	■	■	■	■	■	■	■	■										
<b>E. Project management and monitoring of the project progress (obligatory)</b>																									
E.1	Project Management			■	■	■	■	■	■	■	■	■	■	■	■	■	■								
E.2	Networking activities with other EU Projects			■	■	■	■	■	■	■	■	■	■	■	■	■	■								
E.3	Indicators of progress			■	■	■	■	■	■	■	■	■	■	■	■	■	■								
E.4	After-LIFE Communication Plan											■	■	■	■										