



**OPEN PROCEDURE FOR ASSIGNMENT \_Rev13**

**OF THE SUPPLY OF A HIGH PRESSURE ELECTRIC MOTOR PUMP(S)**

**(HIGH PRESSURE WATER JET PUMPS)**

**Project ID: InReGEO LIFE19 ENV/IT/000313**

**Innovative Recycling of Giant ELT OTR through Water Jet**

**PROJECT BENEFICIARIES:**

RubberJet Valley Srl,  
Piave Tyres Srl,  
Etra- European Tyre Recycling Association

**CONTRACTING ENTITY: RubberJet Valley Srl**

Legal Office in Via Agostino Bertani 6 Milano -20154 (IT)

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## Art. 1 - OBJECT OF THE CONTRACT

RubberJet Valley Srl represents the Contractor of this tender (hereinafter the Contractor). The object of this contract is:

**The creation and supply of n°1 high pressure pump (High Pressure Electric Motor Pump(s) - High Pressure Pump) with the option for a second pump created in accordance with the technical specification called ANNEX: "TECHNICAL SPECIFICATIONS" having the following main technical characteristics:**

- mobile installation
- maximum pressure 2,500 bar
- maximum flow rate 54 l/min
- 250 kW electric motor at 1,500 rpm
- electrical cabinet with 250 KW inverter
- water tank complete with filter system

The high-pressure unit must also be designed for mobile installation on a truck or trailer and must be equipped with an adequate canopy for protection from atmospheric agents.

The maximum dimensions of the unit must be compatible with the length, width and capacity of a common vehicle suitable for the transport of goods.

The structure must allow the lifting and movement of all the components of the unit without it being necessary to separate or divide the various components for transport.

The structure must be sized to allow easy access to all parts for maintenance.

The contract includes transport to the site, installation, and operational testing at the plate values. Furthermore, it is envisaged that the delivery of the supply will take place at the operational headquarters of RubberJet Valley Srl and of the LIFE project, i.e. in Via Lombardia 9, 37044 in Cologna Veneta and that the installation of the supply will take place under the supervision of the contractor who will be able request the Contractor to carry out inspections upon request, to be carried out within 48 hours of the request itself.

**Optional:** the contractor will have the right (not the obligation) to request the supply of additional n°1 additional high-pressure unit of 200 KW each. having the same technical characteristics described above and which can be ordered from the winning supplier of this tender by 31/08/2024 with the same supply times.

## Art. 2 - DELIVERY OF THE SUPPLY

The delivery of the pump must take place without fail by 03/30/2024 while the delivery of any remaining pump must take place within 180 days. from the new order (subject to improvements during the offer). Both requested dates may be susceptible to improvements and advance payments to be communicated at the time of the offer. Preliminarily, and in time for construction, upon request of the contractor RubberJet Valley (hereinafter "Contractor"), the supplier will indicate the exact dimensions of the machines, the positioning of the anti-vibration supports to support them, the width of the profiles metal support elements and their location on the base prepared to establish clearing and maneuvering zones between the machines placed in a battery.

## Art. 3 - COMPLETION AND TESTING OF THE SUPPLY

The delivery is considered completed when the supply has been installed and the relevant Functional Test Certificate (FAT - Factory Assessment Test) will be issued by the successful company with a positive outcome to the operational tests carried out in the presence and with the supplier assistance. As a result of the testing operations, a peremptory deadline may be assigned for the completion of modest services, which in any case are the responsibility of the supplier. The testing certification remains

suspended until what is requested is carried out within the indicated delivery deadline.

The optional supply of the additional pump must, if necessary, take place no later than 180 days from the new order.

#### **Art. 4 - NORMATIVE REQUIREMENTS**

The notice is drawn up in compliance with the General and Special Conditions attached to the Grant Agreement LIFE19 ENV/IT/000313.

#### **Art. 5 - TENDER DOCUMENTS**

The supply in question must be carried out in compliance with the provisions indicated in these specifications and, where not in conflict, in the following documents:

- Tender notice published on 08/11/2023
- Technical specifications (obtainable on request as an expression of interest)

Regarding the object of the supply, please refer to the Technical Specifications (which will be sent upon express request of the company concerned).

#### **Art. 6 - SUBJECTS ADMITTED TO THE EVALUATION**

The following legal entities are eligible to participate in the tender, provided they possess the required requirements: Individual companies, specifically Small and Medium-sized Italian and foreign companies capable of manufacturing and supplying high pressure pumps, hydrodynamic accessories and jet systems water with pressures exceeding 2,500 bar with availability to intervene at the production site for assistance and maintenance with its own staff within 48 hours of the request.

#### **Art. 7 - PARTICIPATION METHOD**

The offer must be submitted according to the methods set out in this tender notice.

The documentation may be presented in any of the following digital formats: JPG/PDF or similar software for the production of non-editable files.

### **7.1. ADMINISTRATIVE DOCUMENTATION**

All the documentation referred to in the following points must be included in the "Quotation" document of each supplier participating in the tender itself.

For the participants in the tender there must be no reasons for exclusion referred to in art. 80 of Legislative Decree 50/2016.

The following are general requirements:

- ❖  Non-existence of the causes of exclusion referred to in the art. 80 of Legislative Decree 50/2016
- ❖  Not having reported the conviction with a final sentence or criminal decree of conviction which has become irrevocable sentence of application of the sentence upon request pursuant to Article 444 of the Code of Criminal Procedure, also referring to one of its subcontractors in the cases referred to in Article 105 , c. 6, for one of the following crimes:
  - crimes, committed or attempted, referred to in art. 416, 416-bis of the penal code or crimes committed making use of the conditions provided for by the aforementioned article 416-bis or for the purpose of facilitating the activity of the associations provided for by the same article, as well as for the crimes, committed or attempted, provided for by article 74 of the decree of the President of the Republic 9 October 1990, n. 309, from article 291-quater of the decree of the President of the Republic of 23 January 1973, n. 43 and article 260 of the legislative decree of 3 April 2006, n. 152, as they are attributable to participation in a criminal organization, as defined in article 2 of Council Framework Decision 2008/841/GAI;

- Crimes, committed or attempted, referred to in art. 317, 318, 319, 319-ter, 319-quater, 320, 321, 322, 322-bis, 346-bis, 353, 353-bis, 354, 355 and 356 of the penal code as well as article 2635 of the civil code;
- fraud within the meaning of Article 1 of the Convention on the protection of the financial interests of the European Communities;
- crimes, committed or attempted, committed with the aim of terrorism, including international terrorism, and subversion of the constitutional order, terrorist crimes or crimes connected to terrorist activities;
- crimes referred to in art. 648-bis, 648-ter and 648-ter.1 of the Criminal Code, laundering of proceeds from criminal activities financing of terrorism, as defined in art. 1 of Legislative Decree 22 June 2007, n. 109 and subsequent amendments;
- exploitation of child labor and other forms of human trafficking defined by Legislative Decree 4 March 2014, n. 24;
- any other crime resulting, as an accessory penalty, in the inability to negotiate with the public administration.
- have legal representatives, administrators (with or without powers of representation), partners and all the subjects indicated in the art. 85 of the Legislative Decree. 06/09/2011, n. 159 for which there are no causes of prohibition, forfeiture or suspension provided for by the art. 67 of the same Legislative Decree 06/09/2011, n. 159 (so-called Code of anti-mafia laws) to not be in difficulty, pursuant to article 2, point 18 of Reg (EU) no. 651/2014 of the Commission, as of 31 December 2019
- Not to have committed serious violations, definitively ascertained, with respect to the obligations relating to the payment of taxes and duties according to Italian legislation or that of the State in which they are established;
- Not to have committed duly ascertained serious infringements of the regulations on health and safety at work as well as the obligations referred to in the art. 30, c. 3 of the procurement code;
- Not to be in a state of bankruptcy, compulsory liquidation, or arrangement with creditors, except in the case of arrangement with business continuity, or in respect of which proceedings are underway for the declaration of one of these situations, without prejudice to the provisions of the art. 110 of Legislative Decree 50/2016;
- Not to have been guilty of serious professional misconduct, such as to render his integrity or reliability doubtful;
- That the participation of the economic operator does not determine a situation of conflict of interest pursuant to article 42, c. 2 of Legislative Decree 50/2016 not otherwise resolved;
- Not to have been involved in the preparation of the tender procedure and therefore not to have created a distortion of competition that cannot be resolved with less intrusive measures;
- That the economic operator is not in a control situation referred to in Article 2359 of the Civil Code with respect to another participant in the same award procedure, or in any relationship, even de facto, if the control situation or the relationship means that the offers are attributable to a single decision-making centre;
- Not to have been subject to the interdictory sanction referred to in article 9, c. 2, letter c) of the legislative decree of 8 June 2001, n. 231 or other sanction which entails the prohibition of contracting with the public administration, including the disqualification measures referred to in art. 14 of Legislative Decree 9 April 2008, n. 81;
- That the economic operator has not violated the prohibition on fiduciary registration referred to in art. 17 of law 19 March 1990, n. 55;
- To be compliant with the hiring of disabled workers referred to in the art. 17 of law 12 March 1999, n. 68;

- That the economic operator who, despite having been the victim of the crimes provided for and punished by art. 317 and 629 of the penal code aggravated pursuant to art. 7 of the legislative decree 13.5.1991, n. 152, converted, with amendments, by law 12.7.1991, n. 203, appears to have reported the facts to the judicial authority, unless the cases provided for by art. 4, first paragraph, of law 24 November 1981, n. 689;

- That in the case of sentences for crimes under art. 80, c. 1 of Legislative Decree 50/2016, which resulted in the application of a prison sentence not exceeding 18 months or which recognized the mitigating factor of collaboration as defined for the individual types of crime, or in c. 5, has been compensated or has undertaken to compensate for any damage caused by the crime or illicit act and to have adopted concrete measures of a technical, organizational and personnel nature suitable to prevent further crimes or illicit acts, as shown in the documentation attached to the declaration.

- Che la propria partecipazione alla gara non comporta violazione dei divieti di cui all'art. 48, c. 7, D.Lgs. 50/2016 s.m.i. (presenze in altra forma alla gara).

These requirements listed above are reported in the document **ATTACHMENT A** which must be duly completed and signed by the Legal Representative of the company participating in the tender.

The following are mandatory documents, under penalty of exclusion from the tender:

- **Company certificate with registration in the Company Register at the Chamber of Commerce or in a similar register of the state of residence (if foreign entrepreneur) which shows at least: the names of the company representatives, their powers, the duration of the office, the corporate purpose of the company and the date of incorporation.**

These requirements listed above are reported in the **ATTACHMENT B** document which must be duly completed and signed by the Legal Representative of the company participating in the tender.

The above requirements must be met from the moment the application is published until the end of the supply.

#### **Art. 7.2 - RESPONSIBILITY FOR STATEMENTS**

The signing of the aforementioned declarations is not subject to authentication provided that a photocopy of a valid identity document of the signatory is attached, under penalty of exclusion. If the documentation presented has been digitally signed, it is not necessary to produce a copy of the aforementioned document. We remind you of the criminal liability incurred in the event of false declarations. All declarations relating to this tender must be signed by the legal representative or by a person with power of attorney, in which case the power of attorney must be attached in a certified copy.

#### **Art. 7.3 - TECHNICAL PROPOSAL**

The documentation relating to the technical offer must be attached exclusively in the envelope called "**Technical Offer**" and must indicate how the proposed supply corresponds to what is requested in the Technical Specifications, describe in detail how this occurs and possibly indicate potential improvements compared to what is requested in terms of functionality, technical characteristics, and performance. Everything must be justified by specific technical documentation with particular attention to all those aspects that contribute to the attribution of technical scores.

The supply of pumps operating under water pressure with a nominal power higher than that required will contribute to increasing the score, as well as the supply of the pumps in shorter times than those indicated in the procurement procedure.

The documentation must be provided in Italian.

The technical offer will consist of:

- Technical description of the activities requested in line with the ATTACHMENT: "**TECHNICAL SPECIFICATIONS**") and evidence of any improvement conditions;

- Economic description of the requested activities of the requested activities in line with ATTACHMENT: "TECHNICAL SPECIFICATIONS").

The company undertakes to:

- guarantee the timing as foreseen in this tender notice for the realization of the tender object;
- accept that the contractor may request the Contractor to carry out inspections upon request to be carried out within 48 hours.

This offer must be signed with a legible signature and in full by the legal representative and stamp.

#### **Art. 7.4 - DEADLINE FOR SUBMISSION OF THE OFFER**

The offer must be sent and received by the deadline of midnight on 08/12/2023.

### **Art. 8 - INVESTIGATION AND AWARDED METHODS**

#### **Art. 8.1 - TECHNICAL OFFER EVALUATION (Max score 80 points)**

##### 8.1.1. TECHNICAL PROPOSAL

Score 60 points: The technical offer must satisfy all the points indicated in the Technical Specifications. Any deficiencies must be highlighted and will be subject to evaluation. However, any references to similar supply contracts executed in the last three years with the indication of the amount, date, object and client will contribute to the calculation of the score.

##### 8.1.2. DELIVERY TIME

Score 10 points: The technical offer must comply with the deadlines indicated in the Specifications. Furthermore, the commitment to deliver the supply in advance of the established deadlines will be positively evaluated.

##### 8.1.3. ASSISTANCE

Score 10 points: The technical offer must also indicate the availability for any inspections for maintenance interventions within 48 hours of the request. Furthermore, the commitment to carry out a minimum of 3 inspections upon request, without further costs for the contractor, to be carried out within 12 months of delivery of the respective supply will be positively evaluated.

#### **Art. 8.2 - ECONOMIC OFFER EVALUATION (Max score 20 points)**

##### 8.2.1. SUPPLY AMOUNT

Score 10 points:

The maximum score P1 (equal to 10 points) will be assigned to the supplier participating in the tender who has formulated the lowest overall amount.

##### 8.2.2. PAYMENT

Score 5 points:

The maximum score P1 (equal to 5 points) will be assigned to the supplier participating in the tender who has shown the most deferred payment times.

##### 8.2.3. RELIABILITY'

Score 5 points:

The maximum score P1 (equal to 5 points) will be assigned to the supplier participating in the tender who has shown effective skills, expertise and knowledge of the needs of the supply in question.

## **Art. 9 - PROCEDURE OF THE RACE**

### **Art. 9.1 - CHECK FORMAL REQUIREMENTS**

The Commission will meet confidentially within 5 days of the closing of the tender to:

- a) Verify that offers have been received within the established deadlines
- b) Proceed with the opening of the offers and the examination of the administrative documentation presented
- c) Evaluate the technical offers
- d) Evaluate the economic offers

The Commission reserves the right not to proceed with any award, as well as the right to award even in the presence of only one valid offer.

### **Art. 9.2 - EVALUATION OF OFFERS**

Technical offers: the Commission will proceed to evaluate the technical offers presented by the competitors, evaluating the need to request further clarifications by assigning a peremptory deadline for response. At the end of the evaluation, each technical offer will correspond to a score assigned according to the methods established above.

Economic offers: the Commission will proceed with the evaluation of the economic offers presented by the competitors only after the completion of the evaluation of the administrative documentation and technical offer.

At the end, a ranking will be produced given by the sum of the overall scores (technical/economic) assigned.

The first in the ranking will be judged by the Commission as the best "Best value for money" offer.

**Communication to the winner will take place in a documented form via PEC communication from the contractor to the successful supplier and will be followed by an Official Order Confirmation.**

## **Art. 10 - OBLIGATIONS OF THE CONTRACTED COMPANY.**

The successful tenderer will not be able to raise exceptions and/or economic claims regarding the state of the places, areas, conditions and premises. At the same time as submitting the offer, the Contractor acknowledges that the fees are remunerative of all the direct and indirect costs that he will bear to carry out, within the prescribed timescales and in a workmanlike manner, all the services inherent to the supply requested by the contractor. With regard to the state of the sites, the Contractor will not be able to introduce any changes, unless prior and explicit authorization is obtained from the contractor. With the offer formulated, the successful tenderer assumes all the economic analysis responsibilities as well as the organizational and planning ones connected with the performance of the services assigned, exempting the contractor.

## **Art. 11 - SUBMISSION OF OFFERS**

Offers must be sent exclusively electronically, with digital signature, to the PEC email address **rubberjetvalleysrl@pec.it** no later than a maximum of 30 days from the date of publication of the public notice and therefore by 08/12 /2023.CONFIRM IT). Offers sent after this deadline will be automatically excluded. Other methods of transmitting offers will not be considered admissible.

The offers must also be drawn up in Italian or alternatively in English and on the Company's headed paper, with the following wording specified in the subject:

**"Offer for the supply of high pressure electric motor pump(s) (High Pressure Water Jet Pump) - LIFE19 ENV/IT/000313 LIFE InReGEO"**. Offers that do not include this wording on the offer itself will not be considered admissible.



## **Art. 12 – PAYMENT**

The payment of the established amount will take place in installments in line with the payment times indicated in the Quotation.

The successful tenderer is liable for any discrepancies and defects in the work, even if recognizable, as long as they are reported within the warranty period.

## **Art. 13 - SAFETY AND GUARANTEES**

The successful tenderer guarantees to the contractor that all products relating to the subject of the supply will be new and made without defects (including design) and compliant with all international standards required for such product and applicable, in full compliance with all specifications, performance criteria and requirements contained in the Technical Specifications. All warranties and obligations relating to the subject matter of the supply, whether express or implied, will survive any expiry or termination of the award contract. Unless otherwise agreed, the guarantee on the supply must be limited to 24 (twenty-four) months from acceptance of the supplies. In the event of defects found during the supply or during the warranty period, the supplier will carry out again, under its sole and exclusive responsibility, the necessary rework activities to remedy any defect or problem. The costs for any interventions at the contractor's site located in Via Lombardia 9 – 37044 Cologna Veneta (VR) and the replacement of parts will be borne entirely by the supplier. In the event of a problem requiring the Winning Bidder to re-perform necessary rework during the Warranty Period, the Warranty Period will be extended pro rata by the period of time required to correct the specific defect, unless the defect is in an item of safety/critical part, in which case the extended warranty will apply to the Warranty Period of the complete work.

## **Art. 14 CONFIDENTIALITY COMMITMENT AND ACCESS TO THE TECHNICAL SPECIFICATIONS OF THE NOTICE**

Access to the information contained in the Technical Specifications, or further information requested separately, is given following the signing of the confidentiality commitment referred to ANNEX C. Those interested in participating can directly request the Technical Specifications (Annex I) to the email address [info@rubberjet.it](mailto:info@rubberjet.it) or also through the contractor's PEC mailbox [rubberjetvalleysrl@pec.it](mailto:rubberjetvalleysrl@pec.it) to Attn. Ing Tommaso Verri.

## **Art. 15 - PRIVACY**

Pursuant to EU Regulation 679/2016 (infra: "Regulation"), personal data will be processed by RUBBERJET VALLEY as data controller ("Data Controller"). The Data Controller will process the data that falls within the definitions set out in the articles. 4(1) of the Regulations, including, by way of example and not limited to, name, surname, mobile telephone number, e-mail address and in general the contact details of your contact persons, hereinafter and collectively only "Personal data". Personal Data will be processed for the following purposes:

- a) adempimenti connessi alla gestione della procedura di fornitura della motopompa ad alta pressione;
- b) assolvere eventuali obblighi di legge, contabili e fiscali.

The legal bases of the processing for purposes a) and b) are respectively the articles. 6(1)(e) and 6(1)(c) and of the Regulation.

The provision of Personal Data for the purposes indicated above is voluntary, but otherwise it will not be possible to proceed with the investigation of the application.

Personal Data will be kept for the time necessary to carry out the obligations related to the supplier selection procedures.

You can ask the Data Controller, at any time, to access your Personal Data, to rectify or delete it or to oppose its processing. Participating subjects have the right to request the limitation of processing in the cases provided for by the art. 18 of the Regulation, as well as to obtain the data concerning them in a structured, commonly used and automatically readable format, in the cases provided for by the art. 20 of the Regulation.

To exercise your rights you can contact the contractor Data Controller: RUBBERJET VALLEY, VAT number IT09595060964 via Agostino Bertani, 6 – 20154 Milan.

**Art. 16 - REQUEST FOR CLARIFICATION AND ACCESS TO DATA**

For clarifications on the contents of the Notice or technical assistance relating to the procedures, contact:

<b>Appaltatore</b>	<b>E-mail</b>	<b>Tipologia assistenza</b>
RUBBERJET VALLEY SRL	<a href="mailto:info@rubberjet.it">info@rubberjet.it</a>	<u>Request for Technical Specifications.</u> Clarifications on the Technical Specifications, the contents of the offer and the presentation procedure.

Requests for clarification received after midnight on 08/12/2023 will not be taken into consideration.

**Art.17 - ANTI-SCAM CLAUSE**

The contractor has not authorized any representative/agent to directly contact potential suppliers for the purpose of acting as an intermediary and requesting money in relation to the procedures of this tender.

**Art.18 - SUMMARY DATES AND TIME DEADLINES**

Defining the publication on 08/11/2023:

<b>Within 30 days from the date of publication of the tender notice (08/12/2023)</b>	<b>Presentation of offers</b>
<b>Within 10 days from the closing date of the tender notice</b>	<b>The Commission meets in a confidential manner within 10 days of the closing of the tender with completion of the technical and economic investigation of the offers received and identification of the contractor to the successful tenderer.</b>
<b>Within 15 working days from the closing date of the tender notice</b>	<b>Sending Order Confirmation from the contractor to the Awardee for acceptance of the same</b>