



MEMBER OF
BASQUE RESEARCH
& TECHNOLOGY ALLIANCE

Call for tender

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info@azti.es | www.azti.es

Sukarrieta, 8 May 2024

1. PURPOSE

Fundación AZTI announces the opening of a public tender procedure for **Project Management (Works Management (WM), Works Execution Management (WEM) and Health and Safety Coordination during the execution of the Works (HSCW))** for the **remodelling works of the centres in Pasaia, Derio and Sukarrieta, which are to be awarded.**

The Project Management of the works, both the Works Management and the Works Execution Management and Health and Safety Coordination during the execution of the works, shall be performed by technicians competent in the matter and with professional authority to do so under the Spanish Law on Building Regulations and other applicable regulations.

The approved Execution Projects (Appendix I), which contain the specific details of the building and the works to be performed, shall be provided to bidders after the signing of a confidentiality agreement and shall serve as information on which basis the successful bidder of the service for the Project Management of the works can understand what is involved and make its bid for the tender. The projects are considered fixed and the bidder must not submit any changes to their content.

2. EXECUTION PERIOD

The duration of the contract shall coincide with the execution period of the tendered works and its guarantee period shall continue until the works are finally completed. Therefore, the duration of the contract is linked to the actual execution period for the works and shall be affected by any incidents that may occur in relation to this. The information shall be specified in the notice for the execution of the remodelling works at the Pasaia, Derio and Sukarrieta centres (Appendix II).

In any case, the contract shall terminate when the bidder has submitted all the final documentation for the work required in this Notice and AZTI has received it satisfactorily and, after the guarantee period, the settlement of the work has been carried out and approved and the final certificate has been issued.



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3. FINANCIAL OFFER

The maximum financial offer that shall be accepted for this tender is **one hundred and eighty thousand euros (180,000.00)**, excluding VAT. The amount includes all the items for which the company winning the contract shall be responsible (price of the services, amount of all expenses, insurance, taxes, etc.) due to arising as a result of the execution of the contract.

The financial bid may not exceed the maximum limit indicated and must be submitted using the form in appendix 10.3.

Given the time limit for the execution of the works, no price revision shall be permitted.

Payments of project management fees shall be made in accordance with monthly work certifications and shall be made within 60 days of the issuance thereof.

4. CRITERIA FOR THE ASSESSMENT OF BIDS

The bids received shall be assessed on the basis of the following criteria:

Financial offer	50%
Technical offer	35%
45001 certification	5%
Improvements	10%

Financial offer: The maximum score shall be awarded to the lowest bid and the other bids shall be awarded a score resulting from the following formula:

$$\frac{\text{Lowest bid}}{\text{Bid presented}} \times 50 \text{ points}$$

In the improvement sections, the following shall be assessed:

- Increased supervision and quality control: Ensure that the construction materials and methods meet or exceed the project specifications.
- Proposal for supervision of the compatibility plan: Ensure the correct execution of the works while allowing AZTI to perform its activity.
- Improved risk management: Implement proactive strategies to identify and mitigate potential risks during construction.
- Effective communication: Maintain a constant flow of information between all agents involved in the work, including the developer, contractors and subcontractors.
- Time optimisation: Propose a work plan that minimises execution times without compromising quality.
- Sustainability and energy efficiency: Integrate sustainable and energy-efficient construction practices.

In the event that the offer from the bidder obtaining the best score is considered to be abnormally low, AZTI shall ask the bidder to provide the corresponding justification.

5. SUBMISSION OF BIDS

Bidders may submit their bids for the attention of Irati Vélez, electronically through the following email address ivelez@azti.es or physically at any of AZTI's centres, from the day after the tender announcement is published on the Fundación AZTI website **until 12 noon on 23 May 2024**.

Prior to submitting their bid, bidders may visit AZTI's facilities in Pasaia, Derio and Sukarrieta, by prior appointment, arranging this by sending a request to jemezabal@azti.es.

Bidders may ask the person responsible for the Contract for additional technical information:

FAO: Rogelio Pozo

Tel. 94 657 40 00



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Email: rpozo@azti.es

Bids with a price above the maximum price established in point three of this notice, those that breach subcontracting regulations and those that do not comply with applicable national or international environmental, social or labour obligations, including those breaching sectoral collective bargaining agreements in force, shall not be accepted. Similarly, those with abnormal or disproportionate values, understood as those whose amount is more than 20% lower than the arithmetic mean of the accepted bids, shall not be accepted, unless justified.

In the event of deciding to exclude a specific bidder, AZTI shall expressly notify the excluded bidder of this exclusion.

6. AWARDING

Once the bids have been received on the date indicated for their submission, the result of the tender shall be published on the Fundación AZTI website within a period of 2 weeks.

7. ADMINISTRATIVE AND TECHNICAL CONDITIONS

7.1 Natural persons or legal entities, Spanish or foreign, who have full capacity to act, are not subject to any prohibition against contracting, correctly provide the documentation required in this point and have the business or professional licence required for the services constituting the purpose of the Contract, may enter into the contract with AZTI.

Similarly, joint ventures that are temporarily formed for this purpose may enter into a contract with AZTI, without it being necessary to formalise them in a public deed until the Contract has been awarded to them.

The circumstances relating to the capacity, solvency and absence of prohibitions on contracting referred to in this Clause must exist throughout the duration of the Contract.

The successful bidder must submit the following documentation within 20 working days

from the day after the publication of the decision on the Fundación AZTI website (any additional queries may be consulted in the Internal Procurement Regulations published on www.azti.es):

- I. Documents accrediting the bidder's legal personality and capacity to act and, where applicable, its representation: deed or document of incorporation, the Articles of Association or founding deed, stating the rules governing its activity, duly registered, where applicable, in the corresponding Public Register, depending on the type of legal entity in question.

The successful bidder registered in the Official Register of Contractors for the Autonomous Community of the Basque Country or in the Official State Register of Bidders and Classified Companies, may submit a copy of the current certificate of registration issued by the lawyer responsible for the Register instead of the documentation required in this section. The certificate of registration must be accompanied by a statement of compliance signed by the successful bidder stating that the circumstances reflected in the document have not changed.

- II. Documents accrediting economic and financial capacity: Annual turnover, in the market to which this Contract refers, which must have reached at least the amount of this contract in the year with the highest volume from over the last three full financial years.

Annual accounts approved and filed with the Mercantile Registry must be submitted if the business is registered in that Registry and, otherwise, it must provide the annual accounts filed with the official registry in which they must be registered. Sole traders who are not registered in the Mercantile Registry shall prove their annual turnover by means of their inventory books and annual accounts legalised by the Mercantile Registry.

- III. Documents accrediting technical or professional competence: Experience in the execution of contracts similar to the purpose of this contract consisting, in the year with the highest execution level from the last three financial years, of having satisfactorily executed contracts for at least the amount of this contract.

Where applicable, the required competence shall be accredited by means of a list of the works performed in the year with the highest execution level from the last three financial years, indicating the amount, date and client, whether public or private. The aforementioned works performed shall be accredited by means of certificates issued or endorsed by the competent body, when the client is a public sector entity. When the client is a private entity, this will be through a certificate issued by that client or, in the absence of such certificate, by means of a declaration by the successful bidder

accompanied by the documents in its possession that accredit the provision of the service.

- IV. Proof of being up to date with tax and Social Security obligations.
- V. Certificate of compliance with AZTI's Supplier Code of Conduct, which can be downloaded from the following website www.azti.es.
- VI. Statement of compliance, in accordance with the form included in this Notice (point 10.4), to confirm that the successful bidder is not subject to any of the prohibitions against contracting established in Article 71 of the Spanish Law on Public Sector Contracts (LCSP).
- VII. Statement of compliance, in accordance with the form included in (point 10.5) of this Notice, for declarations in the event that the successful bidder, in order to accredit the required competence and/or the commitment to provide the required resources, intends to rely on the competence and/or resources of other entities.
- VIII. The successful bidder shall submit a certificate issued by a duly authorised insurance company, certifying that it has taken out a civil liability insurance policy that guarantees damages caused either to third parties or to AZTI in the case of events arising from the provision of the contracted service. The aforementioned policy must remain in force during the contract execution period, which it shall prove when AZTI so requires.

The amount of the policy shall be at least the amount of the winning bid for the work, excluding VAT. A copy of the policy must be handed over when the contract is entered into, together with proof of registration for business tax and proof of payment of this tax.

- IX. Professionals who by law must be registered with the corresponding Professional Association in order to exercise their profession must accredit this registration by submitting proof of payment of the latest membership fee or a certificate issued by the Professional Association itself indicating this circumstance, including the membership number.

The successful bidder shall submit the documentation required in this Notice within a maximum period of 20 days from its awarding, and the Contract shall be formalised by means of a private document within 30 working days of receipt of such documentation. However, the successful bidder may request that the Contract be converted into a public deed, at its own expense.

In addition to the corresponding Contract formalised after the awarding, the following documents shall be contractual in nature and shall be binding on the successful bidder for the entire duration of the Contract:

- This Notice.
- The Execution Projects.
- The bid submitted by the successful bidder.
- AZTI's Supplier Code of Conduct.

The omission of conditions in the Notice does not exempt the successful bidder from its obligations; on the contrary, the execution of the contract shall be carried out as if they had been fully and correctly specified in the Notice and other binding texts.

AZTI may control, verify and supervise, at any time and by any means, the correct compliance with contractual obligations and the proper execution of the Contract. The successful bidder may not hinder the inspection and control tasks carried out by AZTI.

7.2 The Project Management of the works, both the Works Management and the Works Execution Management and Health and Safety Coordination during the execution of the works, shall be performed by technicians competent in the matter and with professional authority to do so under the Spanish Law on Building Regulations and other applicable regulations. In accordance with Spanish Law 38/1999 on Building Planning (LOE), the selected technical team will have at least one Architect, in collaboration with the technicians deemed appropriate in relation to the powers required by that Law.

The Project Management of the works (PM) will be made up of the following agents who will perform the functions that the LOE assigns to each of them:

- Works Management (WM).
- Works Execution Management (WEM).
- Health and Safety Coordinator during the Works phase (HSCW).

Each of these agents may in turn be composed of different technicians, in which case they will be jointly and severally liable. In any case, each agent shall be made up of different people.

All members of PM must be in possession of the professional or academic qualifications

required by the LOE for the function they perform, as well as having the experience required for the proper execution of the purpose of this Notice.

The different agents shall be responsible for at least the following:

- Project Management of the works (PM)

a) Resolving any technical incidents that may arise and issuing the necessary indications and instructions to properly interpret the execution of the Execution Project and, once the work has been completed, drawing up and participating in the receipt of the works, as well as in the final measurement and the final certification.

d) Drawing up all the documentation required for the implementation of the approved Execution Project for the full definition and correct implementation of all the construction solutions contained in its different documents. Likewise, drawing up any modifications to the Execution Project that are necessary for the correct execution of the works.

c) Coordinating with the Contractor and supporting AZTI in the formalities to be carried out with third parties (government bodies, Autonomous Community, Council, utility companies, etc.) relating to the works and, in particular, those corresponding to licences, access permits, connections, discharges, etc., necessary for its operation. PM shall keep AZTI promptly informed of the status and development of these formalities.

d) Complying with the obligations established in the applicable legislation in force.

- Works Management (WM).

a) Managing the implementation of the work in the technical, aesthetic, urban and environmental aspects, in accordance with the Execution Project, the building licence and other mandatory authorisations and the conditions of the contract, in order to ensure that it is suitable for the proposed purpose.

b) Being familiar with the Execution Project in order to resolve any incidents, deviations and/or queries, preparing any supplementary documentation that may be necessary for this purpose. In this sense, they shall carry out as many site visits as necessary and leave a record of the visits and orders given in the Order Log to be able to correct errors or adapt the works as they go along.

c) Continuously compiling and supporting the work of the HSCW to verify that all processes are performed with the appropriate measures for the protection of workers.

d) Monitoring the existence and conditions of the works licence and providing the contractor with the relevant instructions for compliance with this.

- e) Drawing up a monthly report reflecting progress with the works, the incidents that have occurred and the need for modifications or additions.
- f) Preparing the partial certifications issued during the work, as well as the final certification of the work units executed.
- g) During the work, compiling and reporting any modifications to the Execution Project so that at the end of the works there is a collection of plans that faithfully reflects the layout of partitions if they have undergone any modifications, the exact position of manholes, covers, etc., which shall facilitate future maintenance tasks. The plans, which shall be attached to the Execution Project, shall be developed as the works progress in such a way that all the elements that remain concealed are recorded in the appropriate documentation.
- h) Signing the variation or commencement of work document and the final works certificate, as well as the partial certifications and the final settlement of the units of work executed, with the necessary approvals where appropriate.
Any other functions entrusted to these professionals by the LOE and other applicable regulations.

- Works Execution Management (WEM).

- a) The technical task of directing the material execution of the work and of qualitatively and quantitatively controlling the construction and the quality of what is built/modified.
- b) Understanding in detail all the documents for the Execution Project, as well as the instructions provided by WM for their interpretation, and on this basis giving the contractor the necessary instructions so that the works are performed correctly.
- c) Systematic execution control (each and every unit being executed is checked) in those parts of the work of particular importance or which are to be concealed, or control by sampling in those where a possible fault is easily detectable and correctable. In the event of any construction error or lack of the required quality, giving prompt warning, always in writing, to the contractor for its correction and to WM for its recording.
- d) Obtaining prior information from the contractor on the subcontractors who are going to be involved in the works in order to, together with WM, approve their intervention if they meet the necessary requirements.
- e) Keeping a photographic record of all elements that are to be concealed at a later date. The photographs shall have a reference code to identify the element to which they correspond, scale pattern and date of execution. The photographs shall be

delivered, together with the documentation of the work performed, to AZTI, duly classified.

f) Any other functions entrusted to them by the LOE and other applicable regulations.

- Health and Safety Coordinator during the Works phase (HSCW).

The academic and professional qualifications required to perform the function of HSCW shall be those of architect, technical architect, engineer or technical engineer, in accordance with their skills and specialities.

The functions of the HSCW shall be those set out in article 9 of Spanish Royal Decree 1627/1997, of 24 October, those set out in the current legislation, and:

- Approving the health and safety plan before the start of the works and any modifications that may arise during the execution of the works.

- Coordinating the activities for the works to ensure that the Contractors and, where appropriate, the subcontractors and self-employed workers coherently and responsibly apply the principles of preventive action set out in Spanish Law 31/1995, of 8 November, on Occupational Health and Safety, during the execution of the works and, in particular, in the following tasks or activities:

- ✓ Management and policing of the site.
- ✓ Locations of work areas, entrances and interior movements.
- ✓ Handling of materials and use of auxiliary equipment.
- ✓ Regular monitoring of temporary facilities.

- Organising the coordination of business activities set forth in Spanish Law 31/1995, of 8 November, on Occupational Health and Safety.

- Coordinating the actions and functions for controlling the correct application of working methods.

- Taking the necessary measures to ensure that only authorised people have access to the works.

- Verifying that the workers on site have received sufficient and appropriate health and safety training in accordance with the tasks entrusted to them and not allowing access to areas posing a serious and specific risk to those workers who do not have the appropriate training.
- Keeping an Incidents Log and recording in it any detected breaches of health and safety measures during the execution of the works.
- Reliably notifying the Contractor concerned and the workers' representatives of the entries made in the Incidents Log.
- Sending a copy to the Labour and Social Security Inspectorate, within 24 hours, of any entries made in the Incidents Log that refer to any failure to comply with the warnings or observations previously recorded in that log by persons authorised to do so, as well as in the event that, due to circumstances of serious and imminent risk to the health and safety of the workers, the works are suspended or, where appropriate, the entire building work is stopped.

7.3 Based on the approved Work Programme, PM, the contractor's representative and a representative of AZTI shall check the variation, drawing up a record of the result, which shall be signed by all interested parties.

Once the causes preventing the start of the works have been overcome, where applicable, and the agreement authorising the start of the works has been issued by WM, having been duly notified to the Contractor, the works shall commence, and the execution period shall be calculated from the day following the date of the aforementioned notification.

7.4 PM may only make modifications to the Execution Project due to unforeseen causes not contemplated during its drafting. In this case, after AZTI approves such modification, the WM will proceed to draft and sign it, at no additional cost to AZTI, and will deliver a copy of the documents to the Contractor.

In the event of an emergency only, the WM may order the execution of those work units that are essential or indispensable to safeguard or guarantee the continuance of the parts of the works already executed previously or to avoid immediate damage to third parties. In this case, the WM must immediately notify AZTI so that it takes the appropriate measures.

Modifications that are not caused by an emergency must be approved, in every case, by AZTI, and the Contractor of the work shall be held liable, without prejudice to the liability that may be incurred by those in charge of PM.

AZTI shall be entitled to hire a third party to perform the modifications that the Contractor fails to carry out, for which the new Contractor shall have access to the work for their execution.

7.5 If AZTI declares a temporary, partial or total suspension of the work or a permanent suspension, the corresponding suspension report must be drawn up, which must be signed by WM and the Contractor, and must state the part, parts or entirety of the work affected by it.

7.6 PM shall hold regular meetings, which may be requested by the Contractor, AZTI or PM, with the Contractor and AZTI to discuss those aspects of the work that so require. Minutes of these meetings shall be taken by WM.

7.7 The Contractor or its delegate, with forty-five working days' notice, shall notify PM in writing of the date set for completion of the works. On the date set by AZTI, the Contractor, a representative of AZTI, WM and WEM shall meet for the purpose of drawing up the corresponding works receipt report.

7.8 Once the work has been completed, WM and the Contractor must meet for the general measurement. The parties shall take data and carry out the general measurement, which shall be done by PM. In order to perform the general measurement, complementary data shall be used to check the variation, variations and partial measurements taken during the execution of the work, in the form of the Incidents Log, if there is one, the Orders Log and any others deemed necessary by WM and the Contractor. The certificate shall be signed by WM, WEM and the contractor.

The measurement shall be sufficiently detailed to be able to identify all the measurement lines of each unit measured on the work and on the drawings. (The measurement to be provided by the HSCW shall be included in the global value list).

The deadline for the final certification shall be that established in the notice in Appendix II. In the event that no deadline is set, the deadline shall be two months from the receipt of the

works and the deadline given to the Contractor of the work to express its agreement or objections thereto shall be thirty days from when it is notified of this.

PM shall draw up the final certification and shall include, among other aspects, a report justifying the variations that have occurred with respect to the forecasts in the Execution Project.

7.9 The Orders and Attendance Log, in which WM and WEM shall record any visits, incidents and orders that occur during the execution of the works, as well as the Health and Safety Incidents Log, shall remain on site, duly safeguarded.

7.10 WM shall draw up and sign the Building Log to be delivered to AZTI, which shall contain, as a minimum:

- The works project, with the approved modifications.
- The works reception report.
- The list of agents involved.
- The instructions for use and maintenance of the building and its installations. It is important to include in this section a maintenance plan and planning of the operations to be carried out in the building and its installations.
- The Final Works Certificate.
- Quality Control Certificate.
- Reception Control Documentation.
- Energy Efficiency Certificate for the Finished Building.
- Documentation of the Building's Thermal Installations.
- Subcontracting Log.
- Important reference documentation on the building's track record.

All documentation shall be delivered in both paper and digital format.

7.11 PM shall be subject to the provisions of the LOE and other legislation in force on liability and guarantees.

7.12 All the studies and documents drawn up in execution of the contract shall be the property of AZTI, which may reproduce, publish and disclose them, in whole or in part, without the successful bidder who is the author of the works being able to object to that. The successful bidder may not use or disclose any of the studies and documents prepared for the execution of this contract, whether in whole or in part, directly or in extracts, without the express authorisation of AZTI. If the purpose of the contract is to develop and make available products protected by an intellectual or industrial property right, this shall be assigned by the contractor to AZTI.

- 7.13 The successful bidder, as data processor, and its staff, in compliance with the principles of integrity and confidentiality, must process the personal data to which they have access in a manner that ensures adequate security, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, by implementing appropriate technical or organisational measures in accordance with the provisions of Spanish Organic Law 3/2018, of 5 December, on the Protection of Personal Data, and the General Data Protection Regulation, approved by Regulation (EU) 2016/679, of the European Parliament and of the Council, dated 27 April 2016.

8. OTHER MATTERS

- The successful bidder (understood as a legal entity, group of legal entities, individual person, group of people, etc.), as well as the entities or people involved in responding to the tender or fulfilling the purpose of the tender, regardless of whether they have submitted their application or not, undertake to safeguard and maintain the confidentiality of the information obtained and to maintain professional secrecy. In this way, they shall not disclose, communicate or make known, to their staff who have not participated or to third parties, the data they have become aware of and obtained.
- Confidential Information is understood to be any information that the successful bidder and/or entities or persons other than Fundación AZTI obtain, visually, orally, directly or indirectly, in order to respond to the tender or execute the contract, including, among others, scientific, technical, financial, legal, tax and commercial information, business models and strategies, know how, names of potential customers and partners, projects and operations of any nature proposed or under study, data, algorithms, reports, drawings, market forecasts, together with the analyses and working documents, compilations, comparisons, studies and, in general, all information obtained either before or after the execution of the contract.
- The obligation for confidentiality, as well as the obligation for non-use of the Confidential Information, shall remain in force until such time as the Confidential Information is in the public domain without that resulting from a breach of the obligations of the successful bidder and/or entities or people who have had access to the Confidential Information.

- As far as the successful bidder is concerned, the obligation for confidentiality and non-use of the Confidential Information to which it has had access before, during or after the end of the contract shall not be extinguished upon its termination. The successful bidder may only and solely use the Confidential Information obtained or generated in the execution of the contract independently or jointly with AZTI (Results Obtained), or fragments thereof, for the implementation of this contract, refraining from any other use.

The successful bidder shall use the Confidential Information with discretion and shall not disclose or communicate it, restricting access to the Confidential Information to its respective employees, associates, subcontractors and any person who, due to their relationship with the successful bidder, may or must have access to this information, warning them of this duty of confidentiality. The successful bidder shall be liable for any breach of this obligation, whether by its employees, associates, subcontractors or any other person to whom it has disclosed the Confidential Information.

In any case, access to such information, data, documents, etc., not directly related to the purpose of the contract is strictly prohibited, and it is mandatory to treat as secret those that may become known.

The successful bidder may not use the Confidential Information to, either directly or through third parties: a) initiate, offer, negotiate, contract or enter into any commercial operation or obtain any benefit that could be achieved with it, b) develop and, where appropriate, technically improve the products, solutions, services and know-how, c) protect products, solutions, methods, etc., by means of a patent, utility model or any other AZTI intellectual and industrial protection system.

- All rights over the Results obtained by the successful bidder, or any natural person or legal entity to which the latter has recourse, whether or not through an employment relationship, as a result of the execution of the contract resulting from this tender, with Results being understood to be any product (source code, algorithm, software, hardware, digital platform, apps, etc.), service (consultancy, advisory, digital, etc.), technical documentation (reports, flow charts, data, etc.) in any format, solutions (digital, software platform, programs, apps, etc.), and/or information, including any extract or replica thereof, shall be the sole and exclusive property of Fundación AZTI, with no geographical or time limit. The exploitation rights and Intellectual and Industrial Property rights over the Results, the Knowledge Generated or any Intellectual or Industrial Property registration that may be generated (e.g., Patents, etc.) and/or over the Results, knowledge or Intellectual or Industrial Property Registration derived from the above, shall belong to Fundación

AZTI and, therefore, the exploitation of any tangible or intangible asset, whatever its form or nature, whether protected or not, as well as any derived right, shall correspond to Fundación AZTI.

- The successful bidder may not oppose the protection by Fundación AZTI of any rights derived from the Results and may not disseminate or publish any of the Results in any way, except with the written consent of Fundación AZTI and under the terms of such consent. In the event that Fundación AZTI decides to protect or register the Results with any Registration Office, the authorship of the authors, both Fundación AZTI and the successful bidder, shall be acknowledged, provided that they have participated in the registered development.
- Fundación AZTI shall have the right to use, modify, transfer, deliver, disseminate or distribute the Results to third parties for commercial or non-commercial purposes, or perform any action that this may require. Similarly, the successful bidder must deliver the complete Results (e.g., source code, etc.) to Fundación AZTI, which, as the owner thereof, may promote, directly or through third parties, derivative works based on the Results, with the improvements and derivatives being the exclusive property of AZTI.
- The successful bidder recognises Fundación AZTI as the owner, prior to the execution of the contract (Prior Knowledge of Fundación AZTI), of the idea, the concept/prototype of the product or solution, the design in terms of functionality, operability, interconnectivity that the product or solution must have, the data (types, origin, data management and processing, etc.) and the know-how. As a result, Fundación AZTI, as the owner of the Prior Knowledge and the Results, may exploit them directly or indirectly as it sees fit. The successful bidder may not, by itself or through third parties, transfer any of the Results to any natural person or legal entity, by electronic means or otherwise, and may not modify, translate, reverse engineer, decompile, disassemble, sell, transfer, sub-license, publish, disclose or create derivative works based on the Results obtained in the execution of the contract. Therefore, the successful bidder may not perform actions aimed at bringing competing Results (products, solutions, services, technical documentation) to the market that may limit the business strategy of Fundación AZTI.
- When necessary for the use of the Results (e.g., source code, software, app, etc.), the successful bidder shall grant Fundación AZTI a non-exclusive and non-transferable licence for the knowledge prior to this contract at no extra cost over and above that stipulated in the tender. The Results (product(s), solution(s), etc.) delivered at the end of the contract must be fully functional, operational and independent of others, and must not imply any limitation in the use of the Results or any additional cost for their use.



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- All the conditions established in this tender regarding confidentiality and non-use of the Confidential Information, as well as regarding the intellectual and industrial property rights and exploitation rights over the Results and the Knowledge Generated, shall prevail over any subsequent agreement signed with the successful bidder that may conflict with the conditions established in this tender.
- The successful bidder acknowledges that ownership of the name or denomination of Fundación AZTI and of all the distinctive signs with which its products or services are distinguished in the market belong and shall continue to belong to Fundación AZTI. The successful bidder shall not take any action or adopt any measure that may affect the validity of the distinctive signs of Fundación AZTI and undertakes not to register or request the registration, in its name or in favour of a third party, of any trade name, domain name, trademark, symbols or other distinctive signs that are identical or similar to those of Fundación AZTI or that may lead to confusion with the activity, services, products or establishment of Fundación AZTI.

9. GENERAL DATA PROTECTION REGULATION

Controller: Identity: FUNDACION AZTI - AZTI FUNDAZIOA - Tax ID (CIF): G48939508
Postal address: TXATXARRAMENDI UGARTEA Z/G SUKARRIETA (BIZKAIA, SPAIN)
Telephone: 946574000 Email: lop@azti.es.

“FUNDACIÓN AZTI processes the information you provide to us in order to place your order, invoice the services and maintain commercial relations. The legal basis for processing your personal data is our legitimate interest in maintaining commercial relations and carrying out the provision of the services, being strictly necessary for this purpose. The data provided shall be retained for as long as the commercial relationship continues or for the years necessary to comply with legal obligations and, once the relationship has been terminated, insofar as any liabilities may arise. The data shall not be transferred to third parties except in cases where there is a legal obligation, as well as to those providers of technical and computer and auditing services. Under no circumstances shall it carry out international transfers of your personal data. You have the right to obtain confirmation as to whether FUNDACION AZTI - AZTI FUNDAZIOA is processing your personal data, and therefore you have the right to access your personal data, rectify inaccurate data or request their erasure when the data are no longer necessary, as well as exercise your right to object to or restrict the processing of your data or request their portability, under the terms set forth in the



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applicable data protection regulations, by means of written communication to the address indicated above. You may also file a complaint with the competent supervisory authority”.

The successful bidder must comply with national and European Union regulations on the protection of personal data.

10. APPENDICES

10.1 Execution Projects Appendix

Confidentiality Agreement required (point 1)

10.2 Appendix II Call for tender for remodelling works in Pasaia, Derio and Sukarrieta

10.3 QUOTE AND FINANCIAL BID Appendix

I, Mr/Ms, of the Company, whose registered office is located in, acting in the name and on behalf of that company, after having become fully acquainted with all the project documents concerning the works of in, submit and undertake to execute these works for a price of (€.....). (Attach quote)

The price is updated to reflect the present economic conditions and shall not be revised.

I undertake to execute the corresponding works in accordance with the contractual documents, within the deadlines indicated in the Work Programme.

I certify that the Company is up-to-date with the payment of taxes and contributions as stipulated by law.

The payment method shall be that specified in the Call for Tender.

And for the record, I sign it in, on of of

10.4 Appendix containing the declaration of responsibility form.

Mr/Ms [...], with address in [...] and National ID Number (D.N.I.) [...], on their own behalf or in representation of [...], with address in [...] and National ID Number (D.N.I.) or Tax ID Code (C.I.F.) [...], in full possession of their legal capacity and capacity to act, having been informed of the open tender procedure for the contracting, by AZTI FOUNDATION - AZTI FUNDAZIOA (“AZTI”), of the Project Management (Works Management (WM), Works Execution Management (WEM) and Health and Safety Coordination during the execution of the Works (HSCW)) for the remodelling works of the centres in Pasaia, Derio and Sukarrieta, which are pending awarding, through the present

DECLARES

One. That they have been informed of the tender for the awarding of the contract for the Project Management (Works Management (WM), Works Execution Management (WEM) and Health and Safety Coordination during the execution of the Works (HSCW)) for the remodelling works of the centres in Pasaia, Derio and Sukarrieta that are pending awarding. That they are also aware of the documentation that must govern this tender, which they expressly accept and comply with in full.

Two. That, on the submission date of this bid, they are not subject to any of the prohibitions against contracting established in Article 71 of Spanish Law 9/2017, of 8 November, on

Public Sector Contracts, which transposes into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, dated 26 February 2014.

Three. That they are up to date in the fulfilment of their tax and Social Security obligations imposed by the provisions in force.

Four. That they are registered to pay Spanish Business Tax (Impuesto sobre Actividades Económicas) under the heading corresponding to the purpose of the contract and that they have not been deregistered from the aforementioned tax register.

Five. That they guarantee that they have the capacity in terms of technical and human resources to properly perform the work, that they are fully aware of and have been provided with all the information required with regard to the conditions of execution thereof, and that the drawings supplied and the works to be carried out are those necessary for the correct and faithful fulfilment of this contract in all its aspects.

Six. That they have all the business or professional permits that, where applicable, are required for performing the services constituting the purpose of the Contract.

In [...], on [...] of [...] of [...].

[Signature]

10.5 Appendix containing the statement of compliance form in the event that the successful bidder, in order to accredit the required competence and/or the commitment to provide the required resources, intends to rely on the competence and/or resources of other entities.

*[NOTE: To be submitted only in the event that the successful bidder has submitted the best bid, and in the event that the successful bidder, in order to accredit the required competence and/or the commitment to provide the required resources, intends to rely on the competence and/or resources of other entities. **To be completed by the third-party entity**]*

Mr/Ms [...], with National ID Number (D.N.I.) [...], as legal representative of the company [...], with Tax ID Code (C.I.F.) [...], declares that they are fully aware, in all their scope, of the conditions of the tender for the Project Management (Works Management (WM), Works Execution Management (WEM) and Health and Safety Coordination during the execution of the Works (HSCW)) for the remodelling works of the centres in Pasaia, Derio and



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Sukarrieta, which are pending awarding (hereinafter, the “**Contract**”), in which the *successful bidder* [...] (name of the company *awarded the contract*) participates, and declares their irrevocable willingness to place at the disposal of such *successful bidder* the resources necessary for the execution of the Contract, with express acceptance of the provisions of Article 1257.2 of the Spanish Civil Code, their replacement or modification necessarily being expressly authorised by AZTI FOUNDATION - AZTI FUNDAZIOA.

The submission of this document to FUNDACIÓN AZTI - AZTI FUNDAZIOA shall have the effect of acceptance of this commitment.

In [...], on [...] of [...] of [...].
[Signature]