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# Call for tender

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Sukarrieta, 16 May 2024

## 1. PURPOSE

Fundación AZTI announces a public invitation to tender for the **subcontracting of hazardous waste management services at its Derio, Sukarrieta and Pasaia work centres, including the entry of management data into the Ingurunet application as EDG (proxy).**

## 2. DURATION OF THE SERVICE

The contract shall have a term of **24 months (2 years)** from the date of its signing. At the end of this term, the Contract shall be automatically renewed, unless otherwise decided by either of the Parties and notified to the other Party in writing one (1) month in advance of the end of the initial term or any of its extensions. The Contract including its renewals may not exceed 5 years.

## 3. FINANCIAL OFFER

The financial offer shall be expressed as the sum of the unit amounts accepted for this tender, which is that described in **section 11. Proposal**, excluding taxes.

The invoice shall be issued at the end of each service and invoices shall be payable within 60 days of the date of issue.

## 4. CRITERIA FOR THE ASSESSMENT OF BIDS

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

Financial offer	50%
Technical offer	35%
Improvements	10%
CSR policies	5%



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## 5. SUBMISSION OF BIDS

Bidders may submit their proposals for the attention of Irati Velez at the following email address [ivelez@azti.es](mailto:ivelez@azti.es) and at any of the AZTI centres, from the publication of this announcement on the Fundación AZTI website, **until 12 noon on 30 May 2024**.

Bidders may obtain further **technical information** from the following address:

AZTI

FAO Agata Basáñez Holgado

Tel: 34 671 740 043

Mail: [abasanez@azti.es](mailto:abasanez@azti.es)

## 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 15 working days.

## 7. CONDITIONS OF PROCUREMENT

- The selected company shall be required to comply with current labour, social security and health and safety legislation throughout the duration of its relationship with AZTI, and shall be subject to the coordination of business activities under Royal Decree 171/2004, in accordance with the procedure and specifications established (available at <http://www.azti.es/es/coordinacion-de-actividades-empresariales/>)
- In any case, and independently of any other documentation, the selected entity must present, prior to the formalisation of the contract, a certificate proving that it is up to date with its tax and social security obligations.
- The selected entity must submit the documents required to formalise the contract within a maximum of 20 days of the award of the contract. Any additional queries may be consulted in the Internal Procurement Regulations published on [www.azti.es](http://www.azti.es)
- **The selected company shall have the necessary authorisation for the management of hazardous waste.**



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- In addition to the technical and administrative conditions, AZTI shall give positive consideration to those suppliers who can demonstrate that they comply with quality, health and safety, environmental, sustainable mobility and corporate social responsibility policies.

The supplier must include in its bid any documents or records that allow the verification of these policies (quality certificates, environmental certificates, documentation of social responsibility actions, etc.)

## 8. 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: [lopdp@azti.es](mailto:lopdp@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 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”.

## 9. TECHNICAL REQUIREMENTS

1. The selected company, for as long as it continues to provide services to AZTI, shall be responsible for the authorised management of the waste through the tools provided by the responsible public authority (Ingurunet and any others required by



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- the relevant regional and/or national government). It shall be responsible for the management and processing (before, during and after) of the documents for the acceptance and tracking of waste, authorisations for drivers, vehicles, etc.
2. The selected company shall replace any drums and containers removed, these being of the appropriate characteristics for safe conditioning.
  3. The selected company shall keep its authorisations for managers, drivers, etc. updated, sending AZTI the corresponding evidence whenever necessary and appropriate.
  4. The selected company shall fulfil collection requests a maximum of 10 days after being notified by the contracting organisation.
  5. The selected company shall have the appropriate vehicles to provide the service or, failing that, the means of transportation necessary for the service shall be provided by other means, without prejudice to compliance with collection deadlines, unless otherwise agreed by the two parties.
  6. The selected company shall provide data to the person responsible for Environmental Management in the foundation about the waste collected at AZTI, breaking this down into type and centre of origin on a quarterly basis.
  7. The selected company, for the duration of the service relationship with AZTI, must comply with current occupational health and safety regulations and may be required at any time to provide documentary evidence of compliance therewith.
  8. The reference quantities of waste, transport and other parameters to be considered in the supplier selection and tender process are detailed in the table in section 11 of this document.

## **10. 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,



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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. It shall also be liable for any breach of this obligation, whether by its employees, associates, subcontractors or any other persons who have themselves obtained Confidential Information as a result of their involvement in the performance of the Contract.

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.



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- 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



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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.
- 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.



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## 11. PROPOSAL

HONDAKINAK / WASTE					
PASAIA CENTRE					
LER kod.	Hondakina	Ontziak	Estimazioa kg	Gehieneko prezioa/Ton	Proposatutako prezioa/Ton
EWC Cod.	Waste	Packaging	Estimated kg	Max. price/Tonne	Proposed price/Tonne
150110	CONTAMINATED PLASTIC PACKAGING	Pallet	100	420	
150110	CONTAMINATED GLASS PACKAGING	Container<=200 l	100	390	
140603	USED FORMOL	Container<=200 l	300	250	
150202	CONTAMINATED MATERIAL (EARTH, SAND, RAGS, PAPER)	200 l drum.	400	420	
160506	LABORATORY WASTE AND REAGENTS	Container<=200 l	400	650	
DERIO CENTRE					
LER kod.	Hondakina	Ontziak	Estimazioa kg	Gehieneko prezioa/Ton	Proposatutako prezioa/Ton
EWC Cod.	Waste	Packaging	Estimated kg	Max. price/Tonne	Proposed price/Tonne
060106	ACIDS AND ACID SOLUTIONS	Container<200 l	500	900	
140602	HALOGENATED SOLVENTS	Container<200 l	100	900	
150110	CONTAMINATED PLASTIC PACKAGING	big bag	100	420	
150110	CONTAMINATED GLASS PACKAGING	Container<=200 l	100	390	
150202	CONTAMINATED MATERIAL (RAGS, PAPER)	200 l drum. l	400	420	
160506	LABORATORY WASTE WASTE THAT MAY BE CONDITIONED IN PACKAGES SMALLER THAN 25 litres	200 l drum. l	200	650	
		Container<200 l	100	2000	
140603	NON-HALOGENATED SOLVENTS	Container<=200 l	200	250	
SUKARRIETA CENTRE					
LER kod.	Hondakina	Ontziak	Estimazioa kg	Gehieneko prezioa/Ton	Proposatutako prezioa/Ton
EWC Cod.	Waste	Packaging	Estimated kg	Max. price/Tonne	Proposed price/Tonne
150110	CONTAMINATED PLASTIC PACKAGING	Pallet	50	420	
150110	CONTAMINATED GLASS PACKAGING	Container<=200 l	50	390	
150202	CONTAMINATED MATERIAL (RAGS, PAPER)	200 l drum. l	500	420	
160506	LABORATORY WASTE	200 l drum. l	200	650	
160506	LABORATORY WASTE CONDITIONED IN PACKAGES SMALLER THAN 25 litres	Container<200 l	50	2000	
130701	FUEL OIL AND DIESEL	Container<200 l	150	400	
160504	CAMPING GAS CARTRIDGES	Container<200 l	15	3500	
140603	OTHER SOLVENTS AND SOLVENT MIXTURES	200 l drum.	200	250	

### IOA / WASTE TRANSPORTATION

Ibilgailu mota	Gehieneko prezioa/Ton	Proposatutako prezioa/Ton
	Max. price/Tonne	Proposed price/Tonne
TRANSPORTATION SERVICE	30	
TRANSPORT SERVICE BY PALLET	25	

### ONTZI TARIFAK / RATE FOR PACKAGES

Ontziak	Gehieneko prezioa/unitatea	Proposatutako prezioa/Unitatea
	Max. price/Unit	Proposed price/Unit
APPROVED METAL DRUM 200 l. NARROW MOUTH	20	
APPROVED PLASTIC DRUM 200 l. NARROW MOUTH	20	
APPROVED METAL DRUM 200 l. CROSSBOW CLOSURE	20	
APPROVED PLASTIC DRUM 80 l. CROSSBOW CLOSURE	15	
25 l CYLINDER.	11	
M3 APPROVED BIG BAG WITH COVER	18	