



MEMBER OF
BASQUE RESEARCH
& TECHNOLOGY ALLIANCE

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Tender announcement

File No. 025/000497

Sukarrieta, 27 May 2025

1. OBJECT

The AZTI Foundation announces the opening of a public tendering procedure for **the performance of the work of auditor-controller of expenses justified by Fundación AZTI in the project: LAAG - Lighthouse Atlantic Area Governance (Interreg Atlantic Area - Ref.: EAPA_0064/2024).**

2. LENGTH OF SERVICE AND PERFORMANCE

The duration of the Contract shall be the duration of the project and its proper justification of expenditure, estimated end date 30 June 2029. In the event that the project is extended, this contract shall be extended in the same way. The duration of the contract must last until the financial closure of the project, unless this period is longer than the maximum period established by the regulations.

The selected organisation will have to issue a report describing the work carried out and its conclusions in English, according to the instructions of the Programme, within **two (2) weeks** from the date of submission of the necessary documentation.

3. ECONOMIC TENDER

The maximum financial offer that will be accepted for this tender is **nine hundred euros (€900.00) per audit report**, taxes not included. The total price of the Contract will be established according to the number of audit reports requested by AZTI and according to the prices per audit report given by the awarded entity in its Offer.

The financial offer must be presented for each audit report that needs to be drawn up during the execution of the project and for each financial justification presented.

Invoicing will be carried out on the correct performance of each Service. Invoices will be paid within 60 days of the date of issue, once the AZTI person responsible for the service has given his or her approval.



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Reckless low bids: *In the context of this tender, reckless low bids shall be considered to be those bids whose price is significantly lower than the market average, generating doubts about the feasibility and compliance with the established quality standards. Any bid whose price is equal to or less than 50% of the maximum price indicated in point 3 of the tender announcement shall be considered to be a reckless low bid.*

4. ASSESSMENT CRITERIA FOR PROPOSALS

The proposals received will be assessed on the basis of the following criteria:

Financial offer	60%
Technical adjustment	10%
Experience	10%
Delivery deadline	10%
CSR policies	5%
Equality Plan	5%

5. PRESENTATION OF THE PROPOSALS

Bidders may submit their proposals to the following two e-mail addresses: licitaciones@azti.es and ivelez@azti.es or to any of the AZTI centres, always indicating the file number of the tender, from the time of publication of this announcement on the Fundación AZTI website, **until 12:00 noon on the 10 June 2025**.

Proposals can be submitted in Spanish, English or Basque.

Tenderers may contact the following address for further **technical information**:

AZTI

Iratí Velez Barrena

Tel. +34 94 657 4000

Mail: ivelez@azti.es and licitaciones@azti.es

6. AWARD

Once the offers have been received on the date indicated for their presentation, within 15 working days, the result of the tender will be published on the AZTI Foundation website.

7. CONDITIONS DE RECRUTEMENT

- The selected entity, during the time that the service relationship with AZTI lasts, must comply with the regulations in force on labour matters, Social Security and Health and Safety at Work, being subject, if applicable, to carry out the coordination of business activities in accordance with RD 171/2004 according to the procedure and specifications established (available at <https://www.azti.es/en/recruitment-rules/>)
- In any case, and independently of any other documentation, the selected entity must present, before the formalization of the contract, a certificate that proves that it is up to date with the fulfillment of its tax and social security obligations.
- The selected entity must present the necessary documentation to formalize the contract within a period not exceeding 20 days from the award. Or the documentation, the selected entity must follow the Internal Contracting Regulations published at www.azti.es
- In addition to the technical and administrative conditions, AZTI will positively evaluate those suppliers who demonstrate that they maintain policies on Quality, Health and Safety, the Environment, Sustainable Mobility, as well as Corporate Social Responsibility.

The supplier shall include in its proposal those documents or records that allow verification of these policies (quality and environmental certificates, documentation relating to actions in matters of social responsibility, etc.)

- The selected suppliers must provide, whenever possible, the carbon footprint data of the products/services provided to AZTI. Failing this, they must provide sufficient data on composition materials, weights and characteristics of product packaging, internal logistics and logistics for shipment to AZTI, etc. used for the product/service provided, so that AZTI can measure the carbon footprint generated within the framework of this tender. Please send this information to huellacarbono@azti.es.

- The appointment of the first level controller that is awarded this tender must be authorised by the Directorate General of European Funds of the Ministry of Finance. For this purpose, and prior to the signing of the contract, it must complete and sign the documents, list of criteria and commitment of the controller, which will be provided to it.

8. GENERAL DATA PROTECTION REGULATION

Person in charge: Identity: FUNDACION AZTI - AZTI FUNDAZIOA - CIF: G48939508 Postal address: TXATXARRAMENDI UGARTEA Z/G SUKARRIETA (BIZKAIA) Telephone: 946574000 e-mail: lopdpd@azti.es.

“From FUNDACIÓN AZTI we treat the information you provide us with the purpose of placing your order and billing for services and maintaining commercial relations. The legal basis for the processing of your personal data is our legitimate interest in maintaining commercial relations and carrying out the provision of services, being strictly necessary for this purpose. The data provided will be kept as long as the commercial relationship is maintained or for the years necessary to comply with legal obligations and, once the relationship has been resolved, to the extent that liabilities may arise. The data will 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 services and auditing. Under no circumstances will we carry out international transfers of your personal data. You have the right to obtain confirmation as to whether or not FUNDACION AZTI - AZTI FUNDAZIOA is processing your personal data. Therefore, you have the right to access your personal data, rectify inaccurate data or request its deletion when the data is no longer necessary, as well as to exercise your right to oppose, limit or transfer your data, under the terms provided for in the applicable data protection regulations, by writing to the above-mentioned address. You may also lodge a complaint with the competent supervisory authority”.

9. TECHNICAL REQUIREMENTS

- In the criterion of **technical adjustment**, 10 points will be awarded to those participants who submit a declaration of responsibility, **ANNEX 1** of this tender, in which the first level controller undertakes to comply with the following points.
 - ✓ Carry out such work in accordance with the requirements of Article 74(1) of Regulation (EU) 2021/1060 and Article 46(3) to (9) of Regulation (EU) 2021/1059 and the instructions attached to this declaration.

- ✓ Use the standardised reporting and control templates of the Programme and, where applicable, of the DGFE, to report expenditure, to document controls and to confirm eligible expenditure.
 - ✓ Attend the control seminars organised by the programme or by the DGFE.
 - ✓ Be registered in the ROAC as a practising auditor.
 - ✓ Have sufficient knowledge of the language of the programme to read and understand the relevant documents and to complete the control documentation properly.
- In the **experience** criterion, the experience accredited as first level controller in projects developed in the Atlantic Area or in the framework of the INTERREG programme will be valued. 1 point will be awarded for each duly justified experience, up to a maximum of 10 points.
 - The **delivery time** will be assessed with a maximum of 10 points. Tenders proposing a delivery period of up to two (2) weeks shall be awarded 7 points. For each calendar day by which the delivery period is reduced, 1 additional point shall be awarded, up to a maximum of 10 points.
 - The existence and application of **Corporate Social Responsibility (CSR) policies** and an **Equality Plan** in the bidding entity will also be assessed. For their evaluation, accrediting documentation must be submitted to support the implementation and validity of these policies. Up to 5 points will be awarded for the existence and quality of the CSR policies, and up to 5 points for the existence and quality of the Equality Plan, reaching a total maximum of 10 points.

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, 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 or legal person to whom the latter may have 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



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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, and if applicable, its employees, shall transfer the intellectual property rights that may correspond to them, on the Results, the Knowledge Generated or any Intellectual or Industrial Property register that may be generated (e.g. Patents, etc.), and/or on the Results, knowledge or Intellectual or Industrial Property Register derived from the above, an assignment of intellectual property rights to AZTI, who accepts the assignment, under the following terms:

- Exclusive assignment and the price of the assignment will be 300 euros and is understood to be included in the price offered by the successful bidder.
 - The exploitation rights assigned are those of reproduction, distribution, public communication and transformation, in any of the existing and known exploitation modalities to date.
 - Temporal scope of the assignment: maximum term of duration of the same provided for in the Consolidated Text of the Intellectual Property Law, that is to say, until their passage into the public domain.
 - Territorial scope: the assignment of exploitation rights extends to all countries in the world.
- 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.



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- If Fundación AZTI provides 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 (Prior Knowledge of Fundación AZTI) to the execution of the contract, the successful bidder shall recognise Fundación AZTI as owner of the contribution. 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.
- 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.

ANNEX 1

Mr/Ms (name of the person who will carry out the control), as the controller responsible for the verification of the expenditure incurred in the framework of the XXXXXXXX project by the beneficiary organisation: XXXXXXXX (name of the organisation),

I COMMIT:

- ✓ Carry out such work in accordance with the requirements of Article 74(1) of Regulation (EU) 2021/1060 and Article 46(3) to (9) of Regulation (EU) 2021/1059 and the instructions attached to this declaration.
- ✓ Use the standardised reporting and control templates of the Programme and, where applicable, of the DGFE, to report expenditure, to document controls and to confirm eligible expenditure.
- ✓ Attend the control seminars organised by the programme or by the DGFE.
- ✓ To be registered in the ROAC as a practising auditor. Number _____.
- ✓ Have sufficient knowledge of the language of the programme to be able to read and understand the relevant documents and to fill in the control documentation properly.

And for the record where appropriate, I hereby sign this document at XXXXXX, XX XXXXXXXXXXXXXX, 20XX.

SIGNED BY.