



MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

# Call for tender

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Pasaia, 23rd May 2024

## 1. PURPOSE

Fundación AZTI announces a public invitation to tender for the execution of the remodelling works on the Pasaia centre. The works shall be carried out in strict compliance with the stipulations contained in this Notice and the project forming the basis for the contract and in accordance with the instructions given to the contractor by Project Management of the works on the technical interpretation of the contract.

The content of the Execution Project is binding on the bidders. As a result, the provisions contained therein, both in the technical aspect of the execution and with regard to the health and safety study and the obligatory regulations cited therein, shall be considered mandatory.

The Execution Project (Execution Project appendix - point 10.1) shall be provided, after signing a confidentiality agreement, to companies interested in participating in this invitation to tender and who request this through the email address provided for the submission of tenders (point 5).

The works shall be carried out under the Project Management of whoever AZTI appoints, following a tender process, whose tasks shall be those included in the tender notice forming the basis for the awarding of the contract, those in the applicable legislation and specifically those established in the Spanish Building Regulations Law.

## 2. EXECUTION PERIOD

The execution period for the works in this contract is estimated to be a maximum of 6 months, starting from the week following the signing of the contract.

Bidding companies must submit their bids to reflect this maximum time limit for completion. Bids with a longer deadline shall not be considered.

Meeting the execution deadline established in the bidder's offer is essential. As a result, in the event that the work is not completed by the specified deadline, except in cases of force majeure, the successful bidder must pay an amount equivalent to 1% of the bid price for





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each day of delay. This shall be deducted from the final settlement of the works. The imposition of a penalty does not prevent AZTI from seeking any compensation to which it may be entitled for damages caused by the delay attributable to the successful bidder.

The successful bidder shall include in its bid a detailed work schedule which shall be compatible with the deadline set and shall allow sufficient slack to deal with any incidents in the work which, although not part of the schedule, must be taken into account. Similarly, it must include the time AZTI requires for checks, testing and trials.

The successful bidder shall adapt the work schedule to AZTI's needs, without this affecting the price offered, as long as the required adaptations do not entail modifications to the construction system in use and the unit prices established at any given time.

Acceptable revisions to the work schedule shall be those due to force majeure, as set out in the Civil Code, and weather conditions when they affect the manner of execution or the quality of the work to be carried out at any given time and are agreed in writing with AZTI.

If any stoppages are due to AZTI's orders for reasons beyond the control of the successful bidder arising from the execution of the contract, the total execution period for the works shall be increased by the time the stoppage lasts.

### 3. FINANCIAL OFFER

The maximum financial offer that shall be accepted for this tender is nine hundred and seventeen thousand euros (€917,000), excluding VAT. The amount includes all related items to be borne by the successful bidder (including overheads and profit margin).

For all purposes, it shall be understood that the bid submitted by the bidder includes not only the price of the services, but also the amount of all expenses, insurance policies, taxes and duties that may arise as a result of the execution of the works. The VAT applicable shall be shown separately.



The financial bid may not exceed the maximum limit indicated and must be submitted by completing the QUOTE AND FINANCIAL BID Appendix (point 10.2).

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

#### 4. CRITERIA FOR THE ASSESSMENT OF BIDS

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

Financial offer	60%
Technical offer	20%
45001 certification	5%
Improvements	15%

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:

1. Use of more sustainable materials/solutions, as long as they comply with the necessary conditions established in the project in terms of reliability, uses and safety, if several options are available.
2. Strict compliance with the site waste management plans drawn up by the works management.
3. Compatibility plan proposal to ensure the correct execution of the works while allowing AZTI to perform its activity.

4. Improved risk management: Implement proactive strategies to identify and mitigate potential risks during construction.
5. Effective communication: Maintain a constant flow of information between all agents involved in the work, including the developer, contractors and subcontractors.
6. Time optimisation: Propose a work plan that minimises execution times without compromising quality.
7. 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](mailto: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 6 June 2024 until 12 noon on 14 June 2024**.

Prior to submitting their bid, bidders may visit AZTI's facilities in Pasaia, by prior appointment, arranging this by sending a request to [jemezabal@azti.es](mailto:jemezabal@azti.es).

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

FAO: Rogelio Pozo

Tel: 94 657 40 00

Mail: [rpozo@azti.es](mailto: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 3 weeks.

## 7. ADMINISTRATIVE CONDITIONS

### -CAPACITY TO ENTER INTO A CONTRACT

The following may enter into a contract with AZTI: natural persons or legal entities, Spanish or foreign, who have full capacity to act, are not subject to any prohibition on contracting, correctly provide the documentation required in this point and have the business or professional permit required for the services constituting the purpose of the Contract.

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](http://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.

Bidders 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 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 shall 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](http://www.azti.es).
- VI. Statement of compliance, in accordance with the form included in this Notice (point 10.3), 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 10.4) 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. Copy of the liability policy taken out as specified in the "Contractor's liability" point and proof of payment of this.
- IX. Proof of being registered for business tax and proof of payment of this tax.

The successful bidder shall submit the documentation required in this Notice within a maximum period of 20 days from being awarded the contract, 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 Project.
- 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.

– OCCUPATION

AZTI guarantees the occupation of the areas that are required to carry out the works in this contract, and any claims or injunctions brought by third parties as a result of the occupation of the land shall be at its expense.

The Contractor may only occupy, on a temporary basis, the place and area of land necessary for the installation of its office, workshop or warehouse on the basis of its needs and the land available. The Safety Project shall specify the location of huts and vehicle parking areas.

Within 15 days after the date of completion of the work indicated in the work schedule, the occupied land shall be cleaned up, the waste removed and any damage caused repaired.

– USE OF ADJOINING LAND

Express approval from AZTI shall be required to use land adjacent to that on which the work is being carried out, always in compliance with the waste study and plan.

This means that the following may not be located on it: huts, machinery, stockpiles of any



material, etc., not even on a temporary basis, nor may it be used as a throughway or for vehicle manoeuvres without the aforementioned approval.

– WORKS MEETINGS

The Contractor must attend as many works meetings as AZTI deems necessary for the proper execution of the works and coordination with the rest of the professionals.

Minutes shall be taken at each meeting and these shall be signed by all those present.

The Contractor shall also provide protective clothing such as helmets, boots, waterproofs, etc. in reasonable numbers for site visits by Project Management and AZTI.

– HUMAN RESOURCES

All workers (both those of the main contractor and those of any subcontractors) involved in the works shall be hired in accordance with current labour legislation, and must be legally registered with Social Security for the duration of the execution of the works, in strict compliance with the regulations in force on health and safety at work.

The Contractor, who must follow the supervision rules established by Project Management and AZTI, is obliged to permanently have the following on site during the execution of the works:

- The personnel necessary for the execution of the works.
- The necessary technical team, able to take any decisions. The Contractor's representative shall remain on site until acceptance has been finalised and their role shall consist of supervising and organising the works and receiving orders from Project Management and/or AZTI.

The Contractor shall only employ competent and qualified personnel on the site to carry out the various works. AZTI may demand the immediate removal of any personnel who, in its opinion, behave badly, negligently or are not competent to carry out the works, and the Contractor must replace them within 10 working days of the request for a change.

All personnel employed or engaged by the Contractor for the execution of the works shall

be under its sole direction and responsibility. The Contractor assumes, for all legal purposes, full liability for labour, financial, criminal, civil and even third party damages that may arise from the actions and omissions of its personnel (or those of its subcontractors or suppliers) during the development of the works.

Both the Contractor and its personnel must have all the certificates that, where appropriate, demonstrate compliance with any obligations required by the regulations in force at any given time.

All of the Contractor's personnel shall report exclusively to the Contractor, with the Contractor having the rights and duties inherent to its status as employer, without any claim being able to be made against AZTI as a result of such labour relations or other obligations.

In no case shall AZTI have any labour or Social Security responsibility for the personnel employed or hired by the Contractor.

– OWNERSHIP OF THE WORKS

All works carried out by the Contractor and materials used in the works shall be the property of AZTI. However, for the purpose of replacements, repairs, etc., due to theft or deterioration, the Contractor shall be responsible for remedying them until provisional acceptance.

AZTI may occupy the centre or land for its activity before the provisional acceptance of the works has been agreed. This occupation does not invalidate the Contractor's liability.

– DEFECTIVE WORKS

AZTI may withhold as much of the amount of a certificate as necessary if defective work, claims or reasonable evidence of a likelihood of claims have been observed by its works representative. Such withholding shall cease to be effective when these grounds cease to exist. A base withholding of 5% of the certificate shall be made in any case.

If AZTI, during the execution of the work or at the end of it, finds defects due to poor or deficient quality of the materials used in the execution of any item and decides not to oblige the Contractor to redo these, it may override the contracted price and agree another price

for these, adjusted to reflect the scale of the defect observed in AZTI's opinion.

– SPECIAL STATUS WORKS

Whenever there are parts of the work that require particular care, the Contractor shall appoint accredited specialists to execute them. In the event that AZTI believes that these specialists are not competent, it may reject them and the Contractor must appoint others within 10 working days of the request for a change.

All costs arising from the appointment of the specialists shall be borne by the Contractor.

– INCOMPLETE OR DEFECTIVE BUT ACCEPTABLE WORK AND UNACCEPTABLE WORK

When it is necessary to value incomplete work, the prices that appear in the itemised price list shall be used, without the Contractor being able to claim the valuation of any individual unit of work in any other way than that established in this list.

All prices, unless otherwise indicated, include the costs of the supply, handling and use of machinery, labour, complementary elements, transport, tools and auxiliary resources for all materials, handling and direct and indirect operations necessary for the execution of the corresponding work units.

When this is not possible, or when there is a need to value work that is defective but acceptable, in AZTI's opinion, AZTI shall determine its price after discussions with the Contractor, who may choose to accept the price, finish the work, or redo it.

In this case, AZTI shall apply the unit prices, but shall deduct the total amount of the incomplete or defective parts, in accordance with the valuation made in the itemised prices.

In the event that the work is defective and declared unacceptable, in accordance with the contractual documents, the Contractor shall be obliged to demolish and redo it, even if AZTI or whoever it appoints has examined and recognised the work during its execution, and even if such work has been paid for by means of partial settlements. In this case, it is accepted that the rejected units of work shall be considered as non-executed for the purposes of the deadline until they have been redone in accordance with the

aforementioned documents. If this obligation is not fulfilled, AZTI may demolish the rejected units and carry them out by itself or use third parties for this at the Contractor's expense.

If AZTI has reasonable grounds to believe that there are hidden construction defects in the works executed, it may order the necessary demolition work to be carried out at any time before final acceptance to detect the works that are considered to be defective.

Demolition and reconstruction expenses incurred shall be borne by the Contractor provided that these defects actually exist. Otherwise, they shall be paid by AZTI.

#### – WORKS STOPPAGE

If for any cause whatsoever a stoppage in the execution of the work takes place, the Contractor shall not be entitled to claim any price increases or compensation, and the provisions herein shall remain in full force and effect.

The work programme shall be delayed for as many days as the stoppage of the work lasts, and the Contractor must, upon resumption of the work, continue its work within a maximum period of five days from the date of notification by AZTI and following the execution times set out in the work schedule.

If the stoppage is due to causes attributable to AZTI, after 5 months, the Contractor may request a price review, applying the official price review indexes, according to the formula set out in the Spanish State Contracts Law and its implementing regulations.

#### – WASTE MANAGEMENT

The environmental regulations in force shall be followed. These are described in the first instance in the project's waste management study and implemented through the waste management plan to be submitted by the Contractor for Project Management's approval. The procedures, approvals, etc., that apply in the Autonomous Community shall be followed.

#### – HYGIENE, SAFETY AND CLEANLINESS

The Contractor must, during the course of the works, guarantee the health and safety of its

workers, in accordance with the Occupational Health and Safety Regulations in force and the Health and Safety studies for each project.

Waste, debris, etc., resulting from its work shall be removed daily by its personnel, keeping the site clean. General cleaning days shall be organised and the Contractor shall be obliged to provide the necessary personnel to carry out this work.

If the Contractor does not comply with the obligations set out in this point, AZTI may have the cleaning carried out by another company at the Contractor's expense.

The Contractor shall be responsible for the safety of its personnel, for their risk of accidents and for any damage they cause to third parties.

– TRANSPORT AND CLEANING OF MATERIALS AND TOOLS

The Contractor is responsible for all necessary transporting of its own materials and tools and must request authorisation for their temporary storage.

The Contractor is obliged to remove surplus materials or waste on a daily basis to ensure orderliness and cleanliness throughout the site; these expenses shall always be borne by the Contractor.

In the case of on-site storage, this shall be done provided that it is authorised by AZTI or Project Management.

If the cleaning is not performed or in AZTI's opinion is not sufficient, AZTI may order other companies to carry out the cleaning and this shall be charged against the monthly certifications.

– ADDITIONAL ACTIONS

The Contractor shall provide the temporary access roads to the site and for the movement of machinery to carry out various works. In the case of access to the site, the cost of maintaining and conserving them shall be paid from the apportionment account.

The Contractor shall signpost the access and keep the nearby streets clean at its own expense by creating two water baths for wheel washing, the first one with a hose pipe and

the second one for more minor cleaning, was well as any hosing down of the road, if necessary.

#### -Openings and linings

The Contractor shall leave as many openings as necessary for running installations or various fittings in the elements it builds or installs, suitable for the provision of utilities.

The openings shall come with linings which shall be supplied by the relevant installer, but fully finished by the Contractor at its own expense, provided that the installer has supplied all information and materials prior to the execution of such work. Otherwise, the Contractor not receiving these elements sufficiently in advance shall make the openings and fit the linings, but these shall be finished off by the corresponding installer. Any disputes between the Contractor and the installers shall be resolved at AZTI's discretion.

#### -Levelling and Setting Out

For the execution of the works covered by this Contract, the Contractor shall have specialised personnel on site to draw up all types of levels, alignments, etc., using suitable tachymetric devices.

It shall also position fixed stable references for the setting out points and maintain them. It shall be responsible for all the setting out elements necessary for the execution of the works, and shall make level references when these are necessary for the different companies present on the site.

Levelling errors which lead to its own execution errors or those of other parties shall be corrected at the Contractor's expense.

#### -Signage

The Contractor shall install signs prohibiting access to the site and requiring the use of helmets, placing signalling barriers on all edges where there is a falling risk or signs restricting access, in keeping with the Health and Safety plan.

### – ACCEPTANCE OF THE WORKS

- PROVISIONAL ACCEPTANCE

At the end of the works, AZTI shall accept the works in the presence of the Contractor, drawing up a certificate in which any unfinished works, imperfections to be corrected, etc. shall be recorded.

The certificate shall be notified to the Contractor so that it can finish the works or correct the imperfections within the following two weeks. Provisional acceptance may not take place until the works are completely and perfectly finished and approved by AZTI.

If the work has still not been completed two months after the date set for the remedy of the imperfections, AZTI may, without prior notice, have the work carried out by another company at the Contractor's expense.

In order for the acceptance to take place, the Contractor shall deliver a reproducible copy of the updated execution drawings.

- FINAL ACCEPTANCE

Final acceptance shall take place one year after provisional acceptance.

A prior visit shall be organised with the Contractor and a certificate shall be drawn up with the defects to be corrected.

Final acceptance shall be deemed to have taken place when no defect that needs to be corrected is detected, or, if a defect is detected, when it has been adequately rectified to AZTI's satisfaction.

Such acceptance does not remove the Contractor's criminal liability and any other liability provided for in current legislation.

- SETTLEMENT

AZTI shall draw up, at the Contractor's request, the final settlement of the work. This shall

reflect the sum of the contracted work plus the complementary works carried out minus those not executed and any penalties, sanctions and deductions that may apply.

The final certificate for the work carried out by the successful bidder shall form part of the final settlement.

The date of the final settlement, and therefore of the invoices, shall be the same as that of the Provisional Acceptance Certificate.

The settlement of the works shall be carried out once AZTI has the settlement plan in its possession. This shall contain two sets of drawings with the corresponding means for their reproduction, the valuation of the work, its measurement and a report on the work.

#### – APPORTIONMENT EXPENSES

The Contractor shall pay the overheads for of the work, known as apportionment expenses.

The following are included under the concept of apportionment expenses, although the list is merely for illustration purposes and is not exhaustive:

- Consumption of works energy supply, water and telephone.
- The expenses for Health and Safety measures. The expenses for temporary installations, storage, etc., such as assembly, dismantling, maintenance and cleaning, etc.

For the payment of apportionment expenses, provisional deductions of 2.5% (two and a half per cent) shall be made from the amount of each of the monthly certificates, in principle and without prejudice to any subsequent settlement. These amounts may be amended if, in the opinion of Project Management, there is a discrepancy, upwards or downwards, between the amounts withheld and the amount of accrued expenses.

#### – MISCELLANEOUS EXPENSES



The Contractor shall be responsible for all expenses derived from the execution of the contract, with the exception of the works licence fee, if applicable. This specifically includes the expenses involved in implementing the Health and Safety Plan and any legal authorisations for installation projects, as well as those derived from any advertising, static or mobile, that the Contractor wishes to install on the aforementioned land. The Contractor must have AZTI's written authorisation for any such advertising, so AZTI must first receive the corresponding designs for its approval.

– TERMS OF PAYMENT

The Contractor shall deliver the monthly certificate within the first seven days of each month, dated the last day of the previous month and showing the tasks executed since the beginning of the works.

Acceptance and approval of the certificate does not represent acceptance of the works carried out, but is considered a payment on account until provisional acceptance.

The invoice, once the monthly certificate has been approved, shall be sent to AZTI, which shall make the payment within a maximum period of sixty days from its receipt, deducting 2.5% for the apportionment account.

In the event of any disputes between AZTI and the Contractor in relation to the work certificates, the Contractor shall notify AZTI of the differences observed within fifteen calendar days following the moment of their discovery. It shall provisionally certify and pay for that part of the work about which there is no dispute and, once the disputes have been resolved, the certificate shall be made final, reflecting any differences, upwards or downwards that may exist, these being settled by one party or the other. In the event that the dispute remains unresolved, the settlement provided for in the SETTLEMENT section shall be applied, at which time an attempt shall be made to settle all differences arising in the course of the works in the monthly certificates.

– REDUCTIONS IN THE VOLUME OF WORKS

AZTI reserves the right to lower the overall volume of the work by reducing or eliminating the work units set out in appendices 10.1 and 10.2, or replacing some materials or execution

procedures with others. The Contractor is obliged to execute the works in accordance with such modifications at the contracted unit prices, without having any right to claim compensation. Similarly, in the event of a reduction, these work units shall be valued at their fair measurement.

Similarly, any modifications to the works that may derive from requirements imposed by official bodies, either local and regional, and/or utility companies (telephone, water, electricity, gas, fire-fighting installations, etc.), must be accepted by the Contractor, regardless of their influence on the volume of work to be carried out.

No unforeseen item shall be executed without AZTI's prior approval of the additional budgets.

– CONTRACTOR'S LIABILITY

The contract is entered into at the Contractor's risk, except in cases of force majeure as set out in the Civil Code.

The Contractor shall always maintain the financial and human resources to successfully complete the work included in the contract, immediately and reliably informing AZTI of any seizure or enforcement or bankruptcy proceedings that may be brought against it, being liable in all cases for the successful completion of the works.

It shall be the Contractor's responsibility to obtain, at its own expense, any licences and permits necessary for the performance of its activity

In any case, it shall be the Contractor's exclusive responsibility to comply with the regulations and provisions in force regarding safety at work and social security, as well as subcontracting. AZTI shall be exempt from all financial, criminal and civil liability, including damages to third parties, that may arise from the execution of the works and the work performed by the personnel assigned to the works.

The Contractor shall be liable for all damages and accidents of any nature whatsoever caused to third parties or their property by its personnel, its machinery or as a consequence of the works. This liability shall not end until the guarantee period for matters attributable to construction defects has expired.

The Contractor, prior to commencement of the work, undertakes to:

a) Take out a liability policy that covers at least the amount of this contract against any type of claim. AZTI shall appear in this as an additional insured party.

Prior to taking this out, the Contractor shall inform AZTI of the information relating to it so that AZTI may give its approval or express any objections it may have.

b) To keep the aforementioned policy in force during the term of this contract.

c) And to provide AZTI with a copy of it.

The policy to be taken out must cover at least the following items:

1. Accidents involving people, insuring the workers of the Contractor and, where appropriate, those of the subcontractors hired by the Contractor, as stipulated in the labour agreements for each sector or trade.

2. Accidents involving material, such as those involving work equipment, machinery, cranes, installations, tools, etc., belonging to the Contractor and, where applicable, to the subcontractors hired by the Contractor who are involved in the work, as well as the personal belongings of the workers on site.

3. Civil and/or criminal liability vis-à-vis third parties not involved in the works for damage resulting from any of the tasks carried out for the execution of the construction. In this policy, the Contractor's own workers and, if applicable, those of the subcontractors hired by the Contractor shall be considered third parties when they make any type of claim for injuries suffered in an accident at work, as well as claims arising from personal injury caused to workers of other contractors and/or subcontractors, thereby preventing any claim being made against AZTI.

The insured risks and the conditions appearing in the insurance policy shall be notified by the Contractor to AZTI before taking out the policy, in order to seek the latter's prior agreement or objections, as appropriate.

The amount paid out by the Insurance Company, in the event of a claim, shall be paid to AZTI into the account designated for this purpose so that it can be used to pay for the construction work as it is carried out. The reimbursement of this amount to the Contractor shall be made through certificates in the manner set out in this document.

Under no circumstances, except with the express agreement of the Contractor, established in a public document, may AZTI use this amount for purposes other than the reconstruction of the damaged part.

If AZTI or Project Management are held jointly and severally or secondarily liable by any administrative or legal body for faults committed by the Contractor in these matters, they may pass on the amounts that they are obliged to pay to the Contractor.

#### – CONTRACTOR'S OBLIGATIONS IN EMPLOYMENT MATTERS

The Contractor declares to AZTI that all its workers and, where applicable, the employees of other subcontractors and/or freelancers who participate in the performance of this contract, hired by it:

- a) Are registered with Social Security and have the risk of accidents at work covered either by the Social Security or the Employer's Mutual Insurance Company.
- b) Submit the following documents prior to the commencement of the activity required under this contract:
  - List of participating personnel (name, surname(s), ID number, photocopy of ID card or passport).
  - Forms TC1 and TC2 (marking the participating staff) or social security registration. (Monthly)
  - Tax licence registration.

- Certificate of being up to date with Social Security payments (Monthly)
- Certificate of being up to date with tax payments. (six-monthly)
- Copy of Employer's Liability Insurance policy, current receipt. (annual)
- Document accrediting membership of a mutual accident insurance company or with the National Institute of Social Security, with the corresponding coverage of the risk of accidents at work and occupational diseases.

In relation to the contracting company:

- Registration of the main contractor company in the Register of Accredited Companies in accordance with Spanish Law 32/2006, of 18 October, regulating subcontracting in the construction sector.
- Declaration of the health and safety organisation model adopted by the company.
- Certificate of being up to date with payments to external health and safety services or joint health and safety service fees, if applicable.
- List of contacts directly responsible, health and safety technician and health and safety officer (name, surname(s), direct contact telephone number and email). "Safety Team Contact Details" Template
- Certificate of appointment of a Health and Safety Officer and training certificate accrediting this role.
- Emergency telephone number in the event of an accident and address of the nearest medical centre.

- In relation to the workers:

- Copy of the Certificates of Fitness from the medical examinations.
- Training of workers in occupational health and safety in accordance with the tasks they are going to carry out in the contracted activity (certificates).
- Certificates of Information under Spanish OHS Law Art. 18
- Record that Personal Protective Equipment has been delivered to its workers and that they have received information and training on in accordance with the Health and Safety Plan and the activity to be carried out at AZTI's facilities.

In relation to machinery and equipment:

- Inventory of equipment and machinery to be used during the execution of work at AZTI.
- Copy of the authorisations for the use of machinery by the operators, signed by them and certificates of training in the use of this equipment, if applicable.
- Signed commitment to use machinery and auxiliary resources, correctly checked and maintained and in accordance with the applicable regulations in force, declaration and CE certificate or its conformity, instruction book in Spanish, and, if applicable, suitability report in accordance with the regulations and legislation (Spanish Royal Decree 1644/2008, of 10 October, establishing the rules for the marketing and commissioning of machinery; Spanish Royal Decree 1215/1997, of 18 July, establishing the minimum health and safety provisions for the use of work equipment by workers).

c) Independently of that stated in section b) above, during the execution of the work, it must check that its workers and those of the subcontractors it hires are up to date with their social security and labour obligations. To this end, it shall request from them the documentation accrediting that they are up to date in the payment of salaries and Social Security contributions.

The Contractor shall submit monthly Social Security contribution forms, known as TC-2, both for its direct personnel and for the personnel of the companies it has subcontracted. This shall be submitted together with the certificates.

## – OCCUPATIONAL HEALTH AND SAFETY OBLIGATIONS

The Contractor declares that it is aware of and undertakes to comply with all the Occupational Health and Safety requirements with which it is obliged to comply, specifically those established for the construction sector.

The Contractor also undertakes to:

- Correctly coordinate health and safety on construction sites, as regulated by Spanish Law 32/2006, of 18 October, on Subcontracting in the Construction Sector, and by Spanish Royal Decree 1627/1997, of 24 October, which establishes minimum health and safety provisions on construction sites.
- Draw up a Health and Safety Plan in accordance with the Health and Safety Study contained in the Execution Project.
- Deliver a copy of the Health and Safety Plan to AZTI and/or Project Management, leaving another copy on site for anyone who wishes to refer to it.
- Comply with, and enforce compliance by its personnel with, the provisions of the above-mentioned Health and Safety Plan.
- Provide its workers with the necessary and legally required protective and safety elements and equipment for the correct execution of the tasks entrusted to them and the necessary training where appropriate. Ensure that the necessary protective equipment, tools, machinery, materials, signage and other resources are in perfect working and safety conditions, so that they comply with the legal and technical requirements demanded by the legislation in force.
- Ensure that, prior to its workers entering the site's facilities or premises, they are duly protected and identified as belonging to the Contractor's workforce.
- Have an emergency first aid kit and fire extinguishers suitable for use on site.
- In the event of being authorised to subcontract, ensure that the subcontractor complies with all the obligations established for Occupational Health and Safety in general and those of the construction sector in particular.
- Draw up and log the opening of the centre during the work to be carried out.
- Approve and keep up to date the subcontracting book and have it available on site and at the place of execution of the works.

## – COORDINATION OF BUSINESS ACTIVITIES

The Health and Safety Coordinator appointed by AZTI shall have the discretion and power to stop the activity if they deem this necessary.

AZTI's Health and Safety Service or the appointed health and safety coordinator shall contact the Contractor to inform them of the obligations they must comply with in this area, as well as to request that they submit documentation accrediting that compliance and to

inform them of the health and safety coordinator appointed during the execution of the works. For the provision of this service, the Contractor authorises the transfer of its personal data to AZTI's Health and Safety Service.

#### – GUARANTEE PERIOD

The guarantee period shall be that established by Spanish Law 38/1999 on Building Regulations, whose deadlines shall be counted from the date of final acceptance by AZTI of the entire work.

During this period, the Contractor must correct any defects at its own expense, with the exception of those due to improper use by AZTI or third parties other than the Contractor.

In the event that these are not corrected, AZTI may have them remedied by another company at the Contractor's expense.

#### – TERMINATION OF THE CONTRACT

The following shall be grounds for termination:

1. Mutual agreement between the parties.
2. In the event of a breach or non-compliance by either party of the Clauses in the contract, including the Contractor's failure to comply with orders from Project Management.
3. In the event of a breach or non-compliance by the Contractor of any regulations applicable to the execution of the works, in particular the obligations regarding subcontracting and health and safety in construction.
4. In the event of the unjustified stoppage of the work by the Contractor, if there is no return to work within two days after receiving notification from AZTI. For these purposes, it shall be understood that the work has stopped when during this period the pace of work has been substantially reduced and/or insufficient personnel or material resources have been provided.



5. In the event that the Contractor is responsible for a delay in the execution of the works, even in relation to the partial milestones agreed, taking into account the essential nature of the deadline.
6. In the event of fraud regarding the quality of the materials used (tests and controls).
7. In the event of subcontracting or assignment without AZTI's authorisation.
8. The lack of sufficient bank guarantees for the performance of the contract if one of the parties is declared bankrupt, in receivership or similar proceedings. The amount of such guarantee shall be calculated on the basis of the part of the contract still to be performed and/or paid at the time of that declaration.
9. Any other foreseen in the applicable legislation.

In such cases, the termination of the contract shall be automatic, provided that the termination decision is notified by registered letter with acknowledgement of receipt or by any other means that provides proof of receipt.

In the event of termination by AZTI, AZTI is authorised to retain the amounts it owes at that time, which, together with the deposit, may be attributed and offset with any applicable penalties or damage caused.

If any part of the unfinished works is not only useless, but also harmful or dangerous to third parties or to the work itself, the Contractor shall be obliged to finish them in accordance with the terms of the contract. In the event of refusal, AZTI shall carry out the work it deems necessary to remove this danger or damage, deducting the cost of such work from the settlement of the works carried out by the Contractor.

In any case of termination of the contract, the Contractor shall be obliged to hand over the works within a maximum period of two days from the date of notification, with no excuses, authorising AZTI from that moment to take the necessary steps, even de facto, to expedite the works and allow the new contractor to enter.

For this purpose, a Contractor's Final Settlement Statement shall be drawn up in which it shall be expressly stated that the Contractor has paid, or undertakes to pay, all its

commitments to third parties in relation to the work being settled.

Notwithstanding the foregoing, the penalties and claims for damages set out in the Clauses of this notice shall apply

The termination shall empower AZTI to continue with the works, and the Contractor shall be obliged to make the auxiliary resources that it has contributed to the works available to AZTI, which may use them until the works are completely finished, under the financial conditions established.

In the event of any of the aforementioned grounds, the costs generated by the termination shall be borne by the Contractor.

– DAMAGES

AZTI may claim from the Contractor the damages caused to it as a result of the causes or effects of the termination of the Contract.

Their valuation may be settled by AZTI using the guarantee withholding fund or the value of the works carried out pending collection by the Contractor. In this case, the valuation of the damages shall be deducted from the settlement of works submitted by the Contractor.

Such payments for damages complement, but do not replace, those that AZTI can apply by law.

– ASSIGNMENT OF THE CONTRACT

The Contractor may not assign this contract in its entirety to another company. Prior authorisation must be obtained from AZTI in the event of assigning part of it to another company.

This authorisation shall not release the Contractor from any of its obligations under this contract. It shall be liable for all actions, deficiencies or negligence of the companies it subcontracts.

– SIMULTANEOUS EXECUTION OF THE WORK

AZTI reserves the right to simultaneously execute, by itself or through third parties, works not foreseen and not included in the contract.

In this case, the Contractor must provide all kinds of cooperation and comply with AZTI's instructions designed to facilitate coordination for the best execution of the works as a whole. The Contractor may not claim this as grounds for delay in meeting its deadlines nor may it claim this as grounds for cost overruns.

– SUBCONTRACTING OF WORKS

The Contractor may not subcontract the execution of the works under this contract to other subcontractors or freelancers without the express written authorisation of AZTI or Project Management.

In the event that subcontracting is authorised, the Contractor undertakes to comply with, and ensure that the subcontractor or freelancer complies with, all the obligations established in terms of Subcontracting, Occupational Health and Safety in general and those of the construction sector in particular, and to provide the subcontractor with a copy of the Health and Safety Plan.

In any case, the subcontractor or freelancer must expressly adopt the entire contents of the bid submitted, including the financial terms, and shall assume the obligations established in compliance with the regulations on personal data protection.

– DOCUMENTATION OF THE EXECUTION OF THE COMPLETED WORKS

The Contractor shall provide the documentation corresponding to the amendments it proposed and that were accepted by Project Management.

– WAIVER

The failure by either party, even repeatedly, to enforce any of the terms and conditions of this contract, or to exercise any of the rights and obligations granted through these, shall not be construed as a generic waiver thereof, which shall remain in full force and effect as

if that failure to enforce had not taken place.

– JURISDICTION

The intervening parties, waiving any other jurisdiction that may correspond to them, agree that any litigation, dispute, question or claim resulting from the execution or interpretation of this contract shall be heard before the Courts and Tribunals of Bilbao.

The Contract is of a private nature and shall be governed by its clauses and, in addition, by the provisions of the applicable Spanish legislation.

– EXTENSION

Not applicable

– GUARANTEE

On the day the contract is signed, the Contractor must present AZTI with an original guarantee document issued by a financial institution or insurance company of recognised financial soundness and that has been accepted by AZTI.

The guarantee, for an amount of 5% of the Award Price (excluding VAT), shall be drafted in favour of AZTI in accordance with the attached template (point 10.4) and shall guarantee the correct execution of the works, in accordance with the principles of good construction.

Similarly, that guarantee shall cover, in whole or in part, any damages that AZTI may suffer as a result of breach or termination of contract.

The Guarantee shall be returned to the Contractor twelve months after completion of the contract for the execution of the works.

– AMENDMENT

The Contract may only be amended by mutual agreement between AZTI and the Contractor.

## – DATA PROTECTION

The Contractor, as the company acting 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.
- 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: [lopd@azti.es](mailto:lopd@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”.

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

**10. APPENDICES**

**10.1 Execution Project Appendix**

Confidentiality Agreement is required (point 1)

**10.2 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)

This price is justified and broken down in the statement of measurements valued at the unit prices attached hereto. 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 .....

### 10.3 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 FUNDACIÓN AZTI – AZTI FUNDAZIOA (“AZTI”), of the execution of the works for the remodelling of the centre in Pasaia, through the present

#### DECLARES

**One.** That they have been informed of the tender for the awarding of the contract for the execution of the remodelling works of the Pasaia centre and that they are also aware of the documentation that must govern this tender, which they expressly accept and comply with in its entirety.

**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]

**10.4 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 [...], as legal representative of the company [...], with tax identification number (C.I.F.) [...], declares that they are fully aware of the conditions of the tender for the execution of the remodelling works at the Pasaia centre. (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 FUNDACIÓ N AZTI - AZTI FUNDAZIOA shall have the effect of acceptance of this commitment.

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

[Signature]

## 10.5 GUARANTEE

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### GUARANTEE FORM

THE BANK \_\_\_\_\_, S.A., and in its name and on its behalf Mr/Ms \_\_\_\_\_, with sufficient powers to bind it in this act, resulting from \_\_\_\_\_

### GUARANTEES

As broadly as required by law, jointly and severally and with express waiver of the benefits of division, excussion and order, the Company **CONTRACTOR** with address at \_\_\_\_\_, VAT No. (NIF): \_\_\_\_\_ to **FUNDACION AZTI AZTI FUNDAZIOA** up to a maximum limit of \_\_\_\_\_ EUROS.

This guarantee is established as a guarantee of compliance with the obligations arising from the execution of works contract signed between the **CONTRACTOR** and **FUNDACION AZTI AZTI FUNDAZIOA** on \_\_\_ of \_\_\_\_\_

The BANK. \_\_\_\_\_, S.A. undertakes to pay **FUNDACION AZTI AZTI FUNDAZIOA**, within the following twenty-four hours, the amount claimed at first request claimed by the latter, without considering the merits of the claim and even if the guaranteed party objects.

The guarantee herein cannot be revoked and is established for a period of \_\_\_\_\_ and therefore lapses for all purposes on \_\_\_\_\_

The signatories to this guarantee are authorised to represent and bind the BANK \_\_\_\_\_, this being one of the operations which, according to its articles of association, it may legally carry out since it is one of its purposes.

This guarantee has been entered in the Special Guarantee Register under No. \_\_\_\_\_

At \_\_\_\_\_, on \_\_\_ of \_\_\_\_\_ of \_\_\_\_\_