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Tender announcement

File No. 025/00485

Sukarrieta, 19th February 2025

1.OBJECT

The AZTI Foundation announces the opening of a public tendering procedure **for the acquisition/ dispatch of national courier and parcel services for Fundación AZTI at its centre in Pasaia.**

2.LENGTH OF SERVICE

The duration of the contract shall be **24 months (2 years)** from the date of signature of the contract. Once the term has been reached, the Contract shall be automatically extended, unless either Party decides otherwise in writing to the other Party one (1) month prior to the expiry of the initial term or any of its extensions. The Contract including its extensions shall not exceed 60 months (5 years).

3. ECONOMIC TENDER

The economic offer will be expressed by the sum of the maximum unit amounts that will be accepted for this tender is that described in the table in **section 10** (taxes not included).

Invoicing will be done **on a monthly basis, as indicated in the technical requirements 9. b)**, invoices will be paid within 60 days from the date of issue.

Once the services have been carried out, the selected company shall issue an invoice, in arrears, which shall **include all the services** carried out in the previous month and in accordance with the price established for this tender.

The invoice must be issued in such a way that it allows Fundación AZTI to know, as a minimum; the shipments, the type of service, weight, delivery destination and collection





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destination if different from Fundación AZTI's centres, delivery service (timetable) requested by Fundación AZTI, unit price and any supplement included, such as petrol, second delivery, etc.

In the event of any rectification of the invoice, this will be made in the subsequent invoice.

4. ASSESSMENT CRITERIA FOR PROPOSALS

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

Economic offer	55%
Technical adjustment	20%
Improvements	15%
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 tgonzalez@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 12nd of March 2025.**

Proposals can be submitted in Spanish, English or Basque.

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

AZTI

Tania Gonzalez and Alaitz Lizaso

Telf. 34 667 174 205 and 667 174 492

Mail: tgonzalez@azti.es, alizaso@azti.es and licitaciones@azti.es



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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.)



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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: lopd@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. 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



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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.



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10. TECHNICAL REQUIREMENTS

a) OBLIGATIONS TO BE FULFILLED:

- The selected company must provide professional services for the collection and dispatch of parcels requested by Fundación AZTI.
- The collection of the courier or parcels will be requested at the request of Fundación AZTI within the company's working hours.
- All services must be door-to-door, i.e. collections and deliveries will be made to the exact address indicated.
- Deliveries and collections, as a general rule, are not scheduled but on demand according to needs, so a fast service must be offered. To this end, the selected company will assign a personal manager who will proactively monitor the shipments, keeping you informed of any circumstances if necessary.
- Inform of any possible incidents and have the necessary means to rectify any possible situations that may arise and that may be the cause of a delay or non-fulfilment of the requested service. Likewise, it will be responsible for any damage or loss that the material sent suffers during transport.
- -Advise and assist in the management of special shipments, such as, shipment of biological samples in different solutions (ethanol, formalin, ...), refrigerated shipments, shipment of samples in dry ice; refrigerated shipments; bulky shipments; shipment of equipment with batteries...
- Advice on the appropriate packaging of specific materials for each product. The company must have the packaging available and provide it if necessary, without affecting the delivery time.
- Online platform/application allowing access to Fundación AZTI so that it can carry out the self-monitoring of the shipments requested; control and monitoring of administrative documentation and necessary information corresponding to each shipment (budget, downloading of delivery notes, invoices, etc). In order to balance the invoicing for the services requested and to be able to have all the history of the contracted services.

Likewise, it will be positively valued in its offer that the company awarded the contract provides AZTI with a free alert system similar to the shipment tracking system that, either by SMS, e-mail or other similar means, facilitates the permanent tracking of shipments.



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- The company awarded the contract must provide AZTI with a telephone number 365 days a year to request the different services detailed in these specifications. The company must offer a telephone service from 8am to 7pm. In addition to the telephone number, the company awarded the contract may establish other channels for requesting a service, such as email, website, app, chat, etc.
- The company awarded the contract must provide AZTI with the material resources necessary for the performance of its tasks, in the number and type required to guarantee adequate quality in the development of the services requested.
- All the material means used by the awarded company to achieve the objectives required in these technical specifications must be duly legalised, with CE marking and comply with the current regulations on ORP and environmental matters.

On this point, AZTI will be exempt from any disciplinary infraction that, due to non-compliance with current ORP or environmental regulations, may be infringed by the company awarded the contract.

- AZTI, as part of its objective to raise awareness and sensitise both its personnel and the contractors working in and for the Organisation in terms of the environment and resource management, will positively value the use of recycled materials or materials that produce the least possible environmental impact for the execution of the work included in these technical specifications.
- Likewise, the use of sustainable and environmentally friendly means of transport to carry out the delivery and collection of the services, as well as operations aimed at reducing the amount of waste generated, will be positively valued.
- The company awarded the contract is obliged to provide, free of charge, bags, envelopes, boxes or any type of packaging that complies with the maximum safety guarantees for the material transported. In the case of shipments of particularly delicate goods such as screens or information roll-ups, among others, the company awarded the contract must ensure the transport of the elements, undertaking at all times to provide or pack them, if necessary, using the necessary materials so that their transport is carried out without incident.



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INVOICING

Once the services have been carried out, the selected company will issue an invoice, in arrears, listing all the services carried out in the previous month and in accordance with the price established for this tender.

The invoice must be issued in such a way that it allows Fundación AZTI to know, as a minimum: the shipments; the type of service; weight; delivery destination and collection destination if different from Fundación AZTI's centres; delivery service (timetable) requested by Fundación AZTI; unit price and any supplement included, such as petrol, second delivery, etc.;

In the event of any rectification of the invoice, this will be made in the subsequent invoice.

b) PENALTIES

Deficient performance of the contracted service may give rise to the corresponding penalty, including the termination of the contract if AZTI deems it appropriate.

For the purposes of these technical specifications, the following cases will be considered penalties;

- Unauthorised temporary suspension of the service without prior notice to AZTI.
- Abandonment in any premises of leftover materials, tools, etc., during or after carrying out the work entrusted.
- Any non-compliance with regard to environmental actions or with regard to Health and Safety regulations in the execution of the services requested and which could give rise to risk to people and goods at AZTI's facilities.

In any case, and for all contracts, the documentation and parcels must be delivered at the destination in the same conditions in which they are collected at the place of origin of the service, and the awarded company will be responsible for the partial or complete deterioration or loss of the object of the shipment.

To this end, the company awarded the contract will have the insurance required by law to cover the risks derived from the service, both in terms of possible damage to the goods and those derived from theft or loss.



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Fundación AZTI will not be liable under any circumstances for any sanction imposed on the company awarded the contract for non-compliance by the latter or its operators with current regulations.

c) LIABILITY OF THE CONTRACTING COMPANY

The company awarded the contract is responsible for the loss, deterioration, or damage and theft of the goods delivered, both for fortuitous causes or force majeure and in cases attributable to its personnel or third parties. In these cases, the awarded company will take out an insurance policy that provides coverage in the aforementioned cases for a minimum amount of €20 (twenty euros), with compensation to the contracting authority for the estimated value of the goods. This policy will cover the value of the goods, without estimating their value by kilos, and a copy of the policy will be issued together with the bank receipts for payment of the policy to the contracting authority. The company awarded the contract also undertakes to take out civil liability insurance for the duration of the contract with a maximum indemnity of 300,000 € (three hundred thousand euros) and to provide copies of the policy and the bank receipts for payment to the contracting authority.

d) SUBCONTRACTING THE SERVICE

The company awarded the contract may subcontract with other companies to carry out activities related to the service covered by this tender when, for whatever reason, it is unable to carry out some of the contracted services or to resolve the incidents related to the service in an optimal manner. The company awarded the contract will be responsible for any type of liability derived from the contracting, the relevant administrative procedures and/or services carried out as a result of the contract.

Under no circumstances may any costs be passed on to the contracting authority, with all amounts and expenses incurred for these reasons being borne by the company awarded the contract, and it also assumes the responsibility derived from this work.



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11. THE SCOPE

The scope of the contract includes the provision of a courier and parcel distribution service at local, provincial, interprovincial and national level for AZTI for the Pasaia centre.

Contracting courier and parcel services, for NATIONAL deliveries and collections from the AZTI Pasaia centre (C.P. 20110).

NATIONAL services from the AZTI PASAIA centre.

Development of courier and parcel services for NATIONAL deliveries and collections from the AZTI PASAOA centre (C.P. 20110).

These are collections, transports and deliveries of envelopes and packages that need to be sent to different recipients at local, provincial, regional or national level, from the AZTI Derio centre, with three types of delivery per day;

- ✓ Delivery before 10:00 am.
- ✓ Delivery before 15:00 hours.
- ✓ Direct service (collection and delivery on the same day); with prior notice the day before.

*In the event of not being able to comply with these delivery times, the successful bidder must inform AZTI in advance, at least one (1) hour before collection.

The shipments/collections requested may be:

- Shipments/collections of an ordinary nature; parcels and or documentation without restriction or special requirements for shipment.
- Special shipments/collections; biological samples in different solutions (ethanol, formalin, ...), bulky shipments; shipment of equipment with batteries...



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It will be compulsory for the company awarded the contract to indicate and comply with a time limit for processing collections on the day.

For all these services, delivery times will not be exceeded in any case by those stipulated in these specifications, except in cases of force majeure (strikes, labour disputes, civil disturbances, acts of war, terrorist acts and other similar circumstances).

Likewise, regardless of the destination of the shipment to be made, said shipments will be accompanied by a receipt to verify that they have been delivered to the person to whom they are addressed. The original receipt must be returned to AZTI with the signature, stamp and date of delivery, no later than the day after delivery or the next working day if this is a holiday, and in both cases, the original receipt may be issued by email, app, website, etc...

When, for whatever reason, the person to whom a service is to be delivered cannot be located, the staff of the company awarded the contract must immediately contact the staff who requested the delivery service to obtain the corresponding instructions.

As a general rule, a second delivery shall be made first thing in the morning of the day following the normal delivery time at the place indicated, unless otherwise instructed by the staff who requested the delivery.

In the event that the awarded company is unable to respond to a request from AZTI in time and with the quality requested by AZTI for that service, AZTI may resort to another supplier for that specific case

NATIONAL PASAIA: Spain – Península



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UP TO	PROVINCIAL		REGIONAL		NATIONAL	
	10H	15H	10H	15H	10H	15H
KG						
2						
5						
10						
20						
KG aditional						

UP TO	BALEARES		CANARIAS/CEUTA/MELILLA			
	10H	15H	10H	15H		
KG						
2						
5						
10						
20						
KG aditional						