



# Tender announcement

**File No. 024/001772**

Pasaia, 9 December 2024

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## 1. OBJECT

The AZTI Foundation announces the opening of a public tendering procedure for the “**contracting of the supply of technological equipment**” for the AZTI centre located in Pasaia.

## 2. DELIVERY AND COMMISSIONING

The delivery period will be 15 days from the completion of the works on the Pasaia building. The estimated date for completion of the works at the centre where the object of the tender is to be supplied is 15 March 2025.

The delivery period for the equipment also includes the installation and assembly periods.

## 3. ECONOMIC TENDER

The maximum financial offer that will be accepted for this tender is **one hundred and sixty thousand euros (€168,000.00)**, taxes not included.

The price includes all costs derived from the correct supply and installation at the point of destination: transport to the established delivery point, loading and unloading, assembly, installation, commissioning, removal of packaging and surplus elements, etc. and all costs derived from the correct installation of the elements included in the tender.

Tenderers will have to present a complete offer and for all purposes, it will be understood that the offer presented by the tenderer includes not only the price of the total supply and installation at the point of destination, but also the amount of all expenses, insurance, taxes and duties that may arise as a consequence of this. The applicable V.A.T. shall be shown separately.



Given the supply period, no price revisions will be allowed.

The successful bidder will invoice against the order delivered and correctly installed, issuing a single invoice, which must be accompanied by the different delivery notes of the deliveries made and accepted by AZTI's head of maintenance. The invoice will be delivered by email to the two addresses: aormaetxea@azti.es and ilizaso@azti.es.

The invoice will be paid within 60 days of the date of issue, once it has been approved by AZTI's maintenance manager.

#### 4. ASSESSMENT CRITERIA FOR PROPOSALS

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

Economic offer	70%
Technical adjustment	15%
Certification 45001	5%
CSR policies	5%
Equality Plan	5%

Financial offer: The lowest offer will be awarded the maximum score and the rest of the offers will be awarded the score derived from the following formula:

$$\frac{\text{Lowest bid} \times 75}{\text{Bid submitted}}$$

In the event that the tender of the tenderer who has obtained the best score is presumed to be abnormally low, AZTI will ask the tenderer to provide the corresponding justification.

#### 5. PRESENTATION OF THE PROPOSALS



Tenderers should submit their proposals to the following two e-mail addresses: [licitaciones@azti.es](mailto:licitaciones@azti.es) and [alizaso@azti.es](mailto:alizaso@azti.es) or to any of the AZTI centres, always indicating the file number of the tender, from the publication of this announcement on the Fundación AZTI website, until 12:00 noon on 08 January 2025.

Bidders may contact the following address for additional technical information:

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

AZTI

Iosu Lizaso Saizar

Tel. 34 667 174 372

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

The following aspects must be included in the tender submitted by the tenderer:

- Detailed project plan, indicating the tasks envisaged, the profiles assigned to each task and the estimated time for them.
- List of the personnel assigned to the project, indicating their curricular profile and official certifications.
- Project documentation with the set of equipment forming part of all the solutions described and the description of the components of each space (including the corresponding technical data sheets of each manufacturer).
- Detailed description of the manufacturers' guarantees and maintenance services offered.
- Technical work requirements for each type of room or unique space.
- Diagrams or wiring diagrams that allow the project to be understood.
- Breakdown of the price offered for each type of space, including installation, start-up, training, support and any other concept necessary to ensure the correct start-up of each of the spaces.

Tenderers may visit AZTI's facilities in Pasaia, by prior appointment requested at [ilizaso@azti.es](mailto:ilizaso@azti.es) prior to submitting their bid.

Bids with a price above the maximum price set in point three of this announcement, those that violate the regulations on subcontracting, and those that do not comply with the applicable obligations in environmental, social or labour, national or international matters, including non-compliance with the sectoral collective agreements in force, will not be accepted. Likewise, those presenting abnormal or disproportionate values will not be admitted, unless justified, understanding as such those whose amount is more than 20% lower than the arithmetic average of the bids admitted.

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

## 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](http://www.azti.es)

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

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

- ii. Documents accrediting economic and financial solvency: Annual turnover, in the field to which this tender refers, which in the year with the highest volume of the last three financial years completed must reach at least the figure of the maximum amount of the tender.

Annual accounts approved and deposited in the Mercantile Register must be submitted, if the entrepreneur is registered in this register, and, if not, by those deposited in the official register in which he must be registered. Individual entrepreneurs who are not registered in the Mercantile Register shall prove their annual turnover by means of their inventory books and annual accounts legalised by the Mercantile Register.

- iii. Documents accrediting technical or professional solvency: Experience in the execution of contracts similar to the object of this contract consisting, in the year of greatest execution of the last three financial years, of having satisfactorily executed contracts for at least the maximum tender value.

Where applicable, the required solvency will be accredited by means of a list of the work carried out in the year of greatest execution in the last three financial years, indicating the amount, the date and the recipient, public or private, of the same. The aforementioned work carried out will be accredited by means of certificates issued or endorsed by the competent body, when the recipient is a public sector entity; when the recipient is a private entity, by means of a certificate issued by the latter or, in the absence of this certificate, by means of a declaration by the successful tenderer accompanied by the documents in its possession that accredit the performance of the service.



iv. Proof that they are up to date with their tax and Social Security obligations.

v. Certificate of compliance with AZTI's Supplier Code of Conduct, which may be downloaded from the website [www.azti.es](http://www.azti.es).

vi. Responsible declaration, in accordance with the model provided to the successful bidder, of not being subject to any of the prohibitions on contracting established in Article 71 of the LCSP.

vii. Proof of being registered with the tax on economic activities and proof of payment of this.

- The equipment and furniture to be supplied must be delivered to the AZTI centre in Pasaia: Herrera Kaia, Portualdea z/g 20110 Pasaia - Gipuzkoa (hereinafter, the 'Centre').
- From the date of delivery and assembly at the Centre, the guarantee and maintenance period for the equipment will commence, which will be that resulting from the application of current consumer legislation and the guarantee period offered by the bidder.

The responsibility for repairing the goods supplied in the event of intrinsic faults and within the warranty period corresponds to the successful bidder, so that during this period the cost of the repair, spare parts, labour, travel, etc., will be free of charge for AZTI.

The guarantee will entail the successful bidder's commitment to repair the asset, provided that the fault is not attributable to wear and tear, misuse or normal ageing.

In the event that any item to be supplied should deteriorate for reasons not attributable to the users, even if it has already been supplied at the Centre, it must be restored to its correct state of use at the expense of the successful bidder.

- Failure to meet partial or total supply deadlines for reasons attributable to the successful bidder, except in cases of force majeure that are formally communicated, will result in the established penalty of 5% per week.

The reservation to cancel an order due to failure to meet deadlines must be communicated in writing by AZTI to the successful bidder, giving him/her a period of 5 working days to present his/her defence. AZTI will also issue a decision within the 5-day period.

The above provisions shall be understood to be without prejudice to any compensation for damages resulting from the awardee's non-compliance.

- The successful tenderer is obliged to be responsible for the selective collection of waste generated during the performance of the contract. Empty packaging and containers must also be removed and deposited in the corresponding containers or, where applicable, in the clean point or other authorised waste management system. Throughout the term of the contract, the successful tenderer may be required to provide proof of such collection and deposit by means of a declaration of responsibility.
- In addition to the technical and administrative conditions, AZTI will positively evaluate those suppliers who demonstrate that they maintain policies on Quality, Health and Safety, the Environment, Sustainable Mobility, as well as Corporate Social Responsibility.

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

- The equipment or machine shall comply with the requirements laid down in the applicable legislation, to be taken as a reference:
  - Royal Decree 1644/2008, of 10 October, which establishes the rules for the marketing and commissioning of machinery.
  - Royal Decree 1215/1997, of 18 July, establishing the minimum health and safety provisions for the use of work equipment by workers.

#### **MANDATORY REQUIREMENTS OF RD1644/2008**

The equipment/machine supplied must comply with the requirements set out in article 41 of the Law on Prevention of Occupational Risks and RD 1644/2008 on the

approximation of the laws of the Member States on machinery. It must have the following:

- CE marking.
- EC Declaration of Conformity.
- Name and address of manufacturer
- Identification of the machine
- Provisions with which the machinery complies
- Where appropriate, notified body and EC type-examination drawn up in Spanish.
- Instruction booklet in Spanish.
- Installation
- Commissioning
- Operation
- Maintenance, etc.
- Written in Spanish

In case of receiving the equipment/machine without the appropriate documentation, the equipment will be rejected and returned, having the obligation to notify the corresponding Territorial Industry Office.

In the event of not complying with the established legal requirements, the order and the purchases made may be cancelled.

## **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: [lop@azti.es](mailto:lop@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 FUNDACION AZTI - AZTI FUNDAZIOA is processing your personal data. Therefore, you have the right to access your personal data, rectify inaccurate data or request its deletion when the data is no longer necessary, as well as to exercise your right to oppose, limit or transfer your data, under the terms provided for in the applicable data protection regulations, by writing to the above-mentioned address. You may also lodge a complaint with the competent supervisory authority”.

## 9. TECHNICAL REQUIREMENTS

**To access the technical conditions, those interested in submitting a proposal must sign a confidentiality agreement, which must be requested by sending an e-mail to the following two addresses, indicating the file number in the subject line.**

- [licitaciones@azti.es](mailto:licitaciones@azti.es)
- [alیزaso@azti.es](mailto:alیزaso@azti.es)

**The deadline for requesting the confidentiality agreement and the technical requirements of this tender is 12:00 noon on 16 December 2024.**

## 10. OTHER MATTERS

- The successful bidder (understood as a legal entity, group of legal entities, individual person, group of people, etc.), as well as the entities or people involved in responding to the tender or fulfilling the purpose of the tender, regardless of whether they have submitted their application or not, undertake to safeguard and maintain the confidentiality of the information obtained and to maintain professional secrecy. In this way, they shall not disclose, communicate or make known, to their staff who have not participated or to third parties, the data they have become aware of and obtained.
- Confidential Information is understood to be any information that the successful bidder and/or entities or persons other than Fundación AZTI obtain, visually, orally, directly or indirectly, in order to respond to the tender or execute the contract, including, among others, scientific, technical, financial, legal, tax and commercial information, business models and strategies, know how, names of potential customers and partners, projects and operations of any nature proposed or under study, data, algorithms, reports, drawings, market forecasts, together with the

**Comentado [IV1]:** It is not possible to use specific brands. For example, you would have to put tissues (not clinex), food processor (not Thermomix)...

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 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 free of charge.
  - 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.
  - 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.