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& TECHNOLOGY ALLIANCE

Tender announcement

File No. 025/061267

t. +34 94 657 40 00
info@azti.es | www.azti.es

Derio, 5 March 2025

1. OBJECT

The AZTI Foundation announces the opening of a public tendering procedure for **the subcontracting of services for the conceptualisation of the contents to be exhibited, design, production and construction and/or rental of associated elements (construction, assembly, disassembly, decoration, equipment, commissioning, maintenance and insurance) of the stand to be used by AZTI in the FOOD 4 FUTURE exhibition space to be held** at the Bilbao Exhibition Center (Barakaldo-Bizkaia) from 13 to 15 May 2025.

2. LENGTH OF SERVICE

The service will start from the date of signing the contract and will end after the complete dismantling of the stand.

3. ECONOMIC TENDER

The maximum economic offer that will be accepted for this tender is **fifty thousand euros (€50,000.00)** excluding taxes.

The invoice will be paid within 60 days of the date of issue, once the person responsible for the AZTI project has given his or her approval of the work carried out in accordance with the services indicated.

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



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4. ASSESSMENT CRITERIA FOR PROPOSALS

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

Economic offer 50%

Technical proposal 40%

It will be assessed taking into account the design and creativity proposal, valuing the originality of the design and the aesthetic approach that contributes to making the stand an attractive element for visitors and allowing a quick association with the AZTI brand and an excellent visualisation of the elements (products/services) to be shown in the space.

This will be taken into account when assessing:

- ✓ The approach in height and visibility of the stand from all angles of the pavilion.
- ✓ The correct distribution of the different areas, facilitating the flow of visitors.
- ✓ The maximum use of space in the general layout.
- ✓ The quality of the materials: flooring, graphic supports, lighting systems, furniture (tables, chairs, product display area, etc.).
- ✓ The stand should be open and inviting.
- ✓ The presentation of a portfolio of previous work similar to the proposal.

Equality plan 5%

CSR policies 5%

5. PRESENTATION OF THE PROPOSALS

Bidders may submit their proposals to the following two e-mail addresses: licitaciones@azti.es and ivelez@azti.es or to any of the AZTI centres, always indicating the file number of the tender, from the time of publication of this announcement on the Fundación AZTI website, **until 12:00 noon on the March 25, 2025**.

Proposals can be submitted in Spanish, English or Basque.

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

AZTI

Meritxel Gonzalez



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Mail: meritxel.gonzalez@azti.es and licitaciones@azti.es

Subject: Exp. No. 025/061267 - FOOD 4 FUTURE Stand

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.).

- **Carbon Footprint Measurement:** The selected suppliers must provide sufficient data on materials, weights, internal logistics, etc. used so that AZTI can measure



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the carbon footprint generated by each of the activities carried out within the framework of this tender.

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. TECHNICAL REQUIREMENTS

1. Objectives:

Services associated with AZTI's presence in the Food 4 Future Expofoodtech 2025 exhibition space:

PHASE 1 Conceptualisation of the content to be shown in the space:

Definition of formats, physical elements and/or audiovisual elements to be displayed in the space to optimally and efficiently communicate the opportunities offered by AZTI to the food value chain (concept from the sea to the plate). The stand will include the visualisation of this chain, with the different services and success stories of each link, as well as physical elements that exemplify the main lines. There will also be a space for product tasting and meetings.



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The AZTI team will meet with the selected supplier to share information on the different lines that they want to convey to the F4F audience and, together, they will define the best elements and formats to efficiently meet AZTI's commercial and communication objectives for this event.

PHASE 2 Definition, Design and Production of the space:

Taking into account the results of phase 1, the AZTI stand will be designed and built taking into account the contents and materials to be exhibited provided by AZTI.

The exhibition space as a whole (container and content) must convey to the audience the keys that define AZTI in the food industry environment: innovation, future and sustainability, projecting an image aligned with AZTI's brand image and offering a functional and well-distributed space, which is conducive to showcasing AZTI's capabilities without neglecting the meeting and interaction between professionals and visitors.

This phase also includes the development of the elements to be exhibited in the formats defined in Phase 1 (including the production of videos if necessary).

The specific contents for the preparation of the proposal and the AZTI style guide will be provided upon written request to the following e-mail address: meritxel.gonzalez@azti.es and licitaciones@azti.es.

2. Location:

AZTI's stand will be located in Hall 1 of the Bilbao Exhibition Center, and its surface area is 80m².

3. Language:

All materials containing text will be in 2 or 3 languages: Basque, Spanish and English. AZTI is responsible for the translations of the texts to be used.

4. Assembly rules:

See general BEC! regulations for exhibitors at the following link: https://bilbaoexhibitioncentre.com/wp-content/data/general/Normativa_general_de_participacion_BEC.pdf

The company awarded the contract will manage contact with BEC! and will be responsible for formalising the corresponding agreements and permits for the assembly, service and electricity supply and daily cleaning of the space. The costs associated with these aspects will be included in the economic proposal submitted.

5. Services to be provided by the company awarded the contract:



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All the aspects described in this section shall be for the account of the company awarded the contract, unless otherwise specified, and must therefore be included in its economic offer:

- **Electricity:** It shall comply with current regulations in this area.
- The crane and other auxiliary means necessary for loading and unloading any element of the stand, as well as the reservation of time and the necessary procedures for its hire, shall be at the expense of the successful bidder.
- **The stand plot must be handed over completely clean and collected,** with the transport of rubbish and debris to the places indicated by the organisation being the responsibility of the successful bidder.
Maintenance. The company awarded the contract will provide, during the days of the event, a contact person with experience in the maintenance of the stand. This person will be AZTI's interlocutor during the event to repair or resolve any problem or technical need that may arise at the stand, both in terms of repairs and the operation of the different elements provided.
- **Transport and expenses of assembly-disassembly personnel.** The company awarded the contract shall be responsible for the transport to the fair of all the construction components and elements making up the stand, and shall be responsible for the expenses arising from the costs of travel, accommodation and meals, etc. and, in general, all the allowances of the personnel of the company awarded the contract who must travel to carry out the assembly-disassembly work.
- **Insurance.** The successful bidder must take out the necessary insurance policies at his own expense to cover any risk of damage to persons, things or civil liability arising from its execution (manufacture, transport, assembly, maintenance and dismantling).

6. Sustainability and Accessibility:

In design, transport, construction, assembly and disassembly, key aspects such as:

- a) **Accessibility.** the Stand shall eliminate all architectural barriers to ensure accessibility for all visitors.
- b) **Sustainable materials.** The use of sustainable materials that respect the environment will be valued, and these materials may have eco-design or environmental management certificates, as well as the use of recycled and recyclable materials.
 - a) **Waste.** Correct management of hazardous and non-hazardous waste generated as a result of the activities associated with the object of the competition (design, transport, construction, assembly and dismantling).
 - b) **Toxic and hazardous products:** Avoid as far as possible the use and use of toxic and hazardous products, replacing them with others that have less environmental impact.

- c) **Energy:** Use energy-efficient IT equipment, audiovisual equipment and lighting systems as far as possible.
- d) **Emissions:** Use as far as possible of vehicles with low energy consumption in order to minimise the associated CO2 emissions.
- e) The use of **recycled and recyclable materials** and the transmission in the design of values such as sustainability and accessibility will be valued.

7. Coordination and management of the project:

The company awarded the contract will assign an experienced person to this project for the overall coordination of the project, who will be responsible for the fitting together and monitoring of each and every one of the aspects included in these specifications that are the responsibility of the company awarded the contract for the correct execution of the contract. This person will be the contact person for the AZTI team.

It is the responsibility of AZTI to continuously and directly monitor the development of the project. To this end, the awarded entity will facilitate monitoring by the AZTI team. A schedule of monitoring meetings will be established.

AZTI will help the awarded entity by providing it with the necessary information for the development of the project and will collaborate in gaining access to external sources of information.

Any change or modification to the awarded proposal must have the agreement of AZTI, which may at any time indicate variations in the work guidelines.

8. Confidentiality and Ownership

All information will be confidential, and may not be published, in whole or in part, or used in any other way without the express and prior written authorisation of AZTI.

At no time may the awarded entity make public statements about the project without the express and prior authorisation of AZTI.

9. Time-limit for performance

The deadline for the performance of the contract is established in accordance with the provisions of the specific administrative specifications.

Without prejudice to the foregoing, it is established that the stand must be completely finished, clean and fully operational by 20:00 hours on the day before the start of the event, i.e. 12 May 2025.

Technical Requirements: *In order for the proposals received to be evaluated and considered in the selection process, they must comply with the minimum technical*



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requirements indicated in the tender. Proposals that do not comply with these requirements will be automatically disqualified from the evaluation process.

10. OTHER MATTERS

- The successful bidder (understood as a legal entity, group of legal entities, individual person, group of people, etc.), as well as the entities or people involved in responding to the tender or fulfilling the purpose of the tender, regardless of whether they have submitted their application or not, undertake to safeguard and maintain the confidentiality of the information obtained and to maintain professional secrecy. In this way, they shall not disclose, communicate or make known, to their staff who have not participated or to third parties, the data they have become aware of and obtained.
- Confidential Information is understood to be any information that the successful bidder and/or entities or persons other than Fundación AZTI obtain, visually, orally, directly or indirectly, in order to respond to the tender or execute the contract, including, among others, scientific, technical, financial, legal, tax and commercial information, business models and strategies, know how, names of potential customers and partners, projects and operations of any nature proposed or under study, data, algorithms, reports, drawings, market forecasts, together with the analyses and working documents, compilations, comparisons, studies and, in general, all information obtained either before or after the execution of the contract.
- The obligation for confidentiality, as well as the obligation for non-use of the Confidential Information, shall remain in force until such time as the Confidential Information is in the public domain without that resulting from a breach of the obligations of the successful bidder and/or entities or people who have had access to the Confidential Information.
- As far as the successful bidder is concerned, the obligation for confidentiality and non-use of the Confidential Information to which it has had access before, during or after the end of the contract shall not be extinguished upon its termination. The successful bidder may only and solely use the Confidential Information obtained or generated in the execution of the contract independently or jointly with AZTI (Results Obtained), or fragments thereof, for the implementation of this contract, refraining from any other use.

The successful bidder shall use the Confidential Information with discretion and shall not disclose or communicate it, restricting access to the Confidential Information to its respective employees, associates, subcontractors and any person who, due to their relationship with the successful bidder, may or must have access to this information, warning them of this duty of confidentiality. The successful bidder shall be liable for any breach of this obligation, whether by its employees, associates,



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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 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.



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- 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



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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.