



MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

# Tender announcement

Derio, January 29<sup>th</sup> of 2024

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

## 1. OBJECT

The AZTI Foundation announces the opening of a public tendering procedure for **the acquisition/subcontracting of design services for the contents to be exhibited, as well as the booth design, production and construction and/or rental of the related elements (construction, assembly, dismantling, decoration, equipment, implementation, maintenance and insurance) of the AZTI booth at the FOOD 4 FUTURE exhibition area**, to be held at the Bilbao Exhibition Centre (Barakaldo-Bizkaia) from 16 to 18 April 2024.

## 2. LENGTH OF SERVICE

The service will start from the date of signature of 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 euros (50.000,00 euros)**, taxes not included.

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



2 0 1 1



MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

#### 4. ASSESSMENT CRITERIA FOR PROPOSALS

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

Economic offer	70%
Technical adjustment	25%
CSR policies	5%

#### 5. PRESENTATION OF THE PROPOSALS

Bidders may submit their proposals to the attention of Tania Gonzalez at the e-mail address [tgonzalez@azti.es](mailto:tgonzalez@azti.es) and at any of the AZTI centres, from the time of publication of this announcement on the AZTI Foundation website, **until 12 noon on 14th February 2024**.

Proposals can be submitted in Spanish, English or Basque.

For further information on the content to be exhibited on the stand or for any other technical questions, tenderers should exclusively write to the following address:

AZTI

Meritxel Gonzalez Intxausti

Mail: [meritxel.gonzalez@azti.es](mailto:meritxel.gonzalez@azti.es)

#### 6. AWARD

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

#### 7. CONDITIONS DE RECRUTEMENT

- The selected entity, during the time that the service relationship with AZTI lasts, must comply with the regulations in force on labour matters, Social Security and Health and Safety at Work, being subject, if applicable, to carry out the coordination



MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

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)
- 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.)

## 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](mailto: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



MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

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. Purpose

Services related to AZTI's participation in the Food 4 Future Expofoodtech 2024 exhibition area.

#### **PHASE 1 Conceptualisation of the content to be exhibited in the space:**

Definition of the formats, physical and/or audiovisual elements to be exhibited in the space in order to communicate in the best and most efficient way the opportunities offered by AZTI to the food industry.

The AZTI team will meet with the selected supplier to share information on the various messages they wish to transmit to the F4F audience, and together they will define the best elements and formats to efficiently achieve 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 exhibition space will be designed and built according to the technical characteristics described in APPENDIX 1.

The exhibition space as a whole (container and contents) should transmit to the public the keys that define AZTI in the context of the food industry: Innovation, future and sustainability, presenting an image in line with AZTI's corporate identity and offering a functional and well-distributed space that allows AZTI's capacities to be displayed, without forgetting 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).

### 2. Location:

AZTI's booth will be located in Hall 1 of the Bilbao Exhibition Centre, with a surface area of 80 m<sup>2</sup>.

### 3. Language:

All materials containing text will be in 3 languages: Basque, Spanish and English. AZTI will provide translations of the texts to be used.



MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

#### 4. Assembly rules:

See the general BEC! rules for exhibitors at the following link:

[https://bilbaoexhibitioncentre.com/wp-content/data/general/General\\_rules\\_of\\_participation\\_BEC.pdf](https://bilbaoexhibitioncentre.com/wp-content/data/general/General_rules_of_participation_BEC.pdf)

The awarded company will be in contact with BEC! and will be responsible for the agreements and permits for the set-up, the service and electricity supply and the daily cleaning of the area. The costs associated with these aspects will be included in the economic proposal submitted.

#### 5. Services on behalf of the awarded company.

- **Electricity:** It shall meet the regulations in force in this area.
- The awarded entity shall be responsible for the crane and other auxiliary means required for loading and unloading any element of the stand, as well as for the reservation of time and the necessary procedures for their rental.
- **The booth must be presented in a completely clean and tidy condition**, with all rubbish and leftovers being brought to the places indicated by the organisation at the exhibitor's expense.
- **Maintenance.** The winning entity will provide an experienced contact person for the maintenance of the stand during the days of the event. This person will be AZTI's contact person during the event in order to repair or solve any problem or technical need that may arise in the stand, both in terms of repair and operation of the various elements provided.
- **Transport and expenses of the assembly and dismantling staff.** The awarded entity shall be responsible for transportation of all components and elements of the booth to the trade fair and shall be liable for the costs of travel, accommodation, meals, etc. and, in general, for all per diems of the awarded entity's staff who must travel to carry out the assembly/disassembly work.
- **Insurance.** The awarded company shall take out, at its own expense, the necessary insurance policies to cover any risk of damage to persons or property or civil liability arising from the execution of the work (manufacture, transport, assembly, maintenance and dismantling).



MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

## 6. Sustainability and Accessibility

In design, transport, construction, assembly and disassembly, key aspects to be taken into account include:

- a) **Accessibility.** The stand must 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.
- c) **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).
- d) **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.
- e) **Energy:** Use energy-efficient IT equipment, audiovisual equipment and lighting systems as far as possible.
- f) **Emissions:** Use as far as possible of vehicles with low energy consumption in order to minimise the associated CO2 emissions.
- g) The use of **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 to this project a person with experience 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 act as contact with 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 guidelines for the work.



MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

## 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 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. Execution period.

The contract execution period is established in accordance with the provisions of the specific administrative clauses.

Notwithstanding the above, 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. 15 May 2023

## 10. OTHERS

- The successful tenderer (taken as a legal entity, grouping of legal entities, individuals, grouping of individuals, etc.), as well as the entities or persons submitting tenders or fulfilling the object of the tendering process, whether they have submitted a tender or not, undertake to keep any information obtained confidential, and will therefore not reveal, communicate or bring whatever data they have become aware of or obtained to the knowledge of any of their employees who have not taken part in the process or to any third parties.
- Confidential information is taken to mean any information that the successful tenderer and/or entities or individuals outside the AZTI foundation may obtain visually, orally, directly or indirectly in order to respond to the invitation to tender or execute the contract. This includes, among other things, information of a scientific, technical, financial, legal or commercial nature, business models and strategies, know-how, names of possible clients and partners, projects and operations of any nature either proposed or under consideration, data, algorithms, reports, plans, market projections, as well as analysis and work documents, compilations, comparisons, studies and in general all information obtained either before or after execution of the contract.
- The obligation of confidentiality, as well as the obligation not to use Confidential Information, will subsist until the said Confidential Information enters the public domain where this is not the result of a breach of the obligations of the successful



MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

tenderer and/or entities or individuals who have had access to the Confidential Information.

- With regard to the successful tenderer, the obligation of confidentiality and not using the Confidential Information to which they may have had access before, during or after the contract will not lapse once the contract has come to an end. The successful tenderer may only use the Confidential Information obtained or generated during execution of the contract either independently or together with AZTI (Results Obtained), or parts thereof, to execute this contract, and must refrain from any other use.

The successful tenderer is to use the Confidential Information discreetly and not disclose or communicate it, restricting access thereto to those of its respective employees, associates, subcontractors or anybody else who, because of their relationship to the successful tenderer, may or must have access to the said information, and warning them about the said duty of confidentiality. The successful tenderer will be liable for any breach of this obligation, whether by their employees, associates, subcontractors or any other person who might have revealed the Confidential Information.

In any case, access to this information, data, documents, etc. that is not directly related to the object of the contract is strictly forbidden, and it is obligatory to keep it secret from anybody else with whom they may come into contact.

The successful tenderer may not use the Confidential Information either directly or through third parties, a) to initiate, offer, negotiate, contract or enter into any commercial transaction or to gain any benefit that might be achieved with it, b) to develop and, where applicable, technically improve the products, solutions, services and know-how, or c) to protect, by means of patent, utility model or any other system of protection of intellectual and industrial property, products, solutions, methods, etc.

- All rights to the Results obtained by the successful tenderer or any person or legal entity used by them, whether or not they employ them, in order to execute the contract resulting from this invitation to tender, taking the Result to mean any product (source code, algorithm, software, hardware, digital platform, apps, etc.), service (consulting, advice, digital, etc.), technical documentation (flowcharts, data, etc.) in whatever format, solutions (digital, software platform, programmes, apps, etc.) and/or information, including any extract form or replica thereof, will be the sole, exclusive property of the AZTI foundation, with no geographical or temporal limits. Exploitation rights and intellectual and industrial property rights in respect of the Results, the Knowledge Generated or any intellectual or industrial property registration that might be generated (e.g. patents, etc.) and/or concerning the Results, knowledge or intellectual or industrial property registration arising from these will belong to the AZTI foundation. Therefore, exploitation of any material or





MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

immaterial asset of whatever form or nature, whether or not protected, and any right deriving therefrom, will belong to the AZTI foundation.

- The successful tenderer may not object to the AZTI foundation protecting any rights arising from the Results and may not disseminate or publish any of the Results in any form without the written consent of the AZTI foundation and on the terms of this consent. Should the AZTI foundation decide to protect or register the Results at any registry, the contribution of the authors will be recognised, whether they belong to the AZTI foundation or the successful tenderer, providing they took part in the development being registered.
- The AZTI foundation will be entitled to use, modify, transfer, hand over, disseminate or distribute the Results to third parties for commercial or other purposes, and to take any steps this may require. The successful tenderer must also hand over all the Results (e.g. source code, etc.) to the AZTI foundation, which as their owner may initiate, either directly or through third parties, derived work based on the Results; all improvements and derivatives will be the sole property of AZTI.
- The successful tenderer recognises the AZTI foundation as owner prior to execution of the contract of the idea, the concept/prototype of the product or solution, the design in terms of function, operability, interconnectivity necessary to the product or solution (Prior Knowledge of the AZTI foundation), the data (types, source, management and processing of data, etc.) and the know-how. Thus, the AZTI foundation as owner of the Prior knowledge and of the Results may exploit them either directly or indirectly, as it sees fit. The successful tenderer may not, either directly or through third parties, transfer any of the Results to any individual or legal entity, by electronic or any other means, and may not modify, translate, reverse engineer, decompile, disassemble, sell, transfer, sub-license, publish, disclose or create derivative work based on the Results obtained during execution of the contract. The successful tenderer may therefore not take any steps to bring competing Results onto the market (products, solutions, services, technical documentation) that might limit the AZTI foundation's business strategy.
- Where necessary for the use of the Results (e.g. source code, software, apps, etc.), the successful tenderer grants the AZTI foundation a non-exclusive, non-transferable licence to the knowledge prior to this contract at no extra charge over and above that stipulated in the tender. The Results (product/s, solution/s, etc.) handed over at the end of the contract must be fully functional, operational and independent of others, involving no limitations on the use of the Results or any extra charge for their use.
- All the conditions established in this invitation to tender with regard to confidentiality and not using the Confidential Information, as well as to the intellectual and industrial property rights and exploitation rights to the Results and the Knowledge Generated, will prevail over any subsequent agreement that may be signed with the successful tenderer and that might come into conflict with the conditions established herein.



MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

---

- The successful tenderer recognises the AZTI foundation's ownership, now and in the future, of the name or description and any distinctive signs marking its products or services on the market. The successful tenderer must take no action or measures that could affect the validity of the AZTI foundation's distinctive signs and undertakes not to register or apply for registration, on its own or anybody else's behalf, of any commercial name, domain name, mark, symbols or other distinctive signs identical or similar to those of the AZTI foundation or that might lead to confusion with the AZTI foundation's activities, services, products or establishment.