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BASQUE RESEARCH
& TECHNOLOGY ALLIANCE

Tender announcement

Sukarrieta, 25 March 2024

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1. OBJECT

The AZTI Foundation announces the opening of a public tendering procedure for **the acquisition of an autonomous system for the continuous measurement of pH in the sea.**

2. DELIVERY AND COMMISSIONING

The delivery of the equipment and its commissioning will be managed within **a maximum period of 16 weeks** from the date of signing the contract.

The commissioning will be carried out from the delivery of the equipment to a first test run at sea with the people in charge of AZTI, within a maximum of one month after delivery of the equipment.

3. ECONOMIC TENDER

The maximum economic offer that will be accepted for this tender is **thirty thousand euros (30,000.00 euros)**, taxes not included.

Invoicing will be carried out as follows.

- 50% on delivery of the equipment to AZTI's facilities.
- 25% when the equipment is anchored for the first time.
- 25% when the equipment and data are recovered after at least one month of anchoring.

Invoices will be paid during the 60 days following the date of issue, once the AZTI person responsible for the tender has given his agreement.





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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 adjustment	45%
CSR policies	5%

**CSR: Quality, Health and Safety, Environment, Sustainable Mobility and Corporate Social Responsibility policies*

5. PRESENTATION OF THE PROPOSALS

Bidders may submit their proposals to the attention of Irati Velez at the e-mail address ivelez@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 22 April 2024**.

Proposals can be submitted in Spanish, English or Basque.

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

AZTI

AZTI

Luis Cuesta

Joana Larreta

Tel. 34 667 174 508

Tel. 34 667 174 478

Email: lcuesta@azti.es

Email: jarreta@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 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.)

- 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:



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- CE marking.
- EC Declaration of Conformity.
- Name and address of the manufacturer.
- Identification of the machinery.
- Provisions with which the machine complies.
- If applicable, notified body and EC type-examination in Spanish.
- Instruction book in Spanish preferably, otherwise an instruction book in English is required.
- Installation.
- Commissioning.
- Use.
- Maintenance, etc.

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: 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



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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

AZTI is a Technology Centre which, among its fields of activity, studies the impact of Climate Change on the sea. One of the effects of CO₂ emissions on the oceans is their acidification by capturing atmospheric CO₂.

This tender is published to acquire an autonomous sensor for continuous pH measurement, with sufficient quality to study the seasonal variability of pH at sites on the Basque coast where the influence of terrestrial effects is limited and, in the longer term, to initiate a line of work in the study of marine pH trends.

General specifications:

- It must allow to obtain data series of at least monthly duration,
- preferably with an hourly sampling frequency,
- the equipment should be placed at depths greater than 50 m and at least 20-30 m from the sea surface by means of a mooring line, but variants and justified proposals to improve this experimental design are acceptable.

Information required:

- Description of the equipment, where a stability < 0.003 pH units, minimum accuracy of 0.004 pH units and minimum accuracy of 0.01 units of the desired parameter measurement (pH) is required.
- Range of depths of use, temperature and salinity range, consumptions, maximum feasible measurement period, frequency of measurements, dimensions, weights, materials and data storage system.
- User manual in Spanish, preferably.
- Necessary software to prepare the equipment and obtain the measurements.



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- In addition, if necessary, the support or anchoring structures essential for placing the equipment at sea shall be included.
- A description of the anchoring line (material of the ropes, chain, type of deadman, etc.) that is adequate for the measurement requirements of the sensor is requested. In any case, the anchoring material (ropes, buoy, shackles, chain, deadman, small material, etc.) and the anchoring manoeuvre are the responsibility of AZTI and are not included either in the requirements requested or in the budget to be presented in the proposals for this tender.
- AZTI user personnel are required to be trained in the handling of the equipment and its anchoring, as well as the availability of consultancy hours via telematic means.
- The following will be positively valued:
 - insurance covering the loss of the equipment,
 - supply of auxiliary material,
 - inclusion in the tender of details of previous experience in the supply and use of this equipment and technical or scientific publications related to the object of this tender.
 - other data considered to be of interest to AZTI when assessing the bid.

In order to assess the bids received, a technical document and a financial bid are requested to be drawn up and submitted in separate documents.

The technical offer must detail the aspects mentioned in this tender and all those that are considered appropriate for the correct evaluation of the offers.

The economic evaluation will be carried out for the total of the economic offer, including all the required elements.

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.



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- 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 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 shall use the Confidential Information in a reserved manner and shall not disclose or communicate it and shall restrict access to the Confidential Information to its respective employees, associates, subcontractors and any person who, due to their relationship with the successful tenderer, may or must have access to said information, warning of this duty of confidentiality. The successful tenderer shall be liable for breach of this obligation, whether by its employees, associates, subcontractors or any other person to whom they have disclosed the Confidential Information. Likewise, it shall be liable for breach of this obligation, whether by its employees, associates, subcontractors or any other persons who have themselves obtained Confidential Information as a result of their participation in the execution of the Contract.

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



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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 (reports, 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 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



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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.
- 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.