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Tender announcement

Sukarrieta, 17th April 2024

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1. OBJECT

The AZTI Foundation announces the opening of a public tendering procedure for **the acquisition of equipment for the measurement of particle size distribution by laser diffraction technology and accessories.**

2. DELIVERY AND COMMISSIONING

The delivery of the equipment and its commissioning will be managed within **a maximum of 8 weeks** from the date of signature of the contract.

3. ECONOMIC TENDER

The maximum economic offer that will be accepted for this tender is **fifty-four thousand seven hundred and eighty euros (54.780,00 euros)**, taxes not included.

Invoicing shall be made upon delivery of the equipment and the invoice shall be paid within 60 days of the date of issue.

4. ASSESSMENT CRITERIA FOR PROPOSALS

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

Economic offer	50%
Technical adjustment	35%
Improvements	10%
CSR policies	5%





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5. PRESENTATION OF THE PROPOSALS

Bidders may submit their proposals to the attention of Tania Gonzalez at the e-mail address 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 3rd May 2024**.

Proposals can be submitted in Spanish, English or Basque.

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

AZTI

Saioa Alvarez Sabatel

Telf. 34 667 174 331

Mail: salvarez@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.



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- 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:

- 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



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- 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: 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 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

Equipment for the measurement of particle size distribution by laser diffraction technology and accessories.

Specific technical requirements:

- The equipment must be capable of analysing particle sizes of at least 0.01 to 3500 micrometres in both wet and dry modes.
- The equipment shall be fitted with the following accessories:
 - Optical bench allowing measurement by laser light diffraction technology by "Fraunhofer" theory and compensation by "Mie" theory according to International Standard ISO13320 of December 2009. It must include a laser source of red light (Helium-Neon of 633 nm wavelength and 4 mW power) and blue light (LED type of 470 nm wavelength and 10 mW power), inverse Fourier optical system, automatic alignment of the laser, measurement angle of the detectors between 0.015 and 144°, auto-recognition and auto-coupling of the measurement cell.
 - Accessories for the wet dispersion and measurement of samples:
 - It must allow measurement in a beaker or similar in volumes of at least 250 to 1000 ml.
 - It must have an ultrasonic probe and centrifugal pump.
 - It must include a measuring cell for the wet route.
 - Accessory for dispersion and dry measurement of samples
 - It must include a measuring cell for the dry path.
 - It must include an automatically controlled vacuum control unit.
 - Must include a cyclone hoover with HEPA filter for dust measurement.
- Software for the execution of the measurements and analysis of the results must be included.
 - It must be possible to install it at least in English and Spanish.
 - The software must be able to be installed on as many computers as required and be able to be used without connection to the equipment.
 - The software must be upgraded when new versions are available.



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- The software must be updated when new versions are available. The maximum budget will include the cost of transport to the destination (AZTI, Derio, Bizkaia, Spain), the installation of the equipment in the same facilities and the training of the user personnel (including basic initial + advanced course) for the equipment and accessories by a specialist technician.
- A minimum guarantee of 1 year will be included.
- The equipment will comply with the legal requirements established for the prevention of occupational hazards.

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 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



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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 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



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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.
- 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



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or similar to those of the AZTI foundation or that might lead to confusion with the AZTI foundation's activities, services, products or establishment.