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Tender announcement

Sukarrieta, 3 April 2024

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1. OBJECT

The AZTI Foundation announces the opening of a public tendering procedure for **the purchase of a preparative ultracentrifuge with a stand-up preparative ultracentrifuge.**

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 **eighty-five thousand euros (€85,000.00)**, taxes not included.

Invoicing will be carried out upon correct delivery of the equipment, and the invoice will be paid within 60 days of the date of issue, once the AZTI person responsible for the tender has given his or her approval.

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 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 12:00 noon on 18 April 2024**.

Proposals can be submitted in Spanish, English or Basque.

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

AZTI

Carla Perez Cruz

Tel. 34 671 760 473

Mail: carlaperez@azti.es

AZTI

Laura Alonso Saez

Tel. 34 634 205 741

Mail: lalonso@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



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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
- 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

- ✓ The ultracentrifuge shall achieve a maximum speed of at least 100,000 rpm and a maximum RCF of at least 802,000 xg with the rotor under load.



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- ✓ The working temperature of the rotor machine shall be programmable within a range of at least 0°C to 40°C in 1°C increments.
- ✓ The ultracentrifuge offered must have IVD certification to be able to work with patient samples and to be able to issue or process diagnoses.
- ✓ The ultracentrifuge must be equipped with a large LCD full touch screen intrinsic to the equipment (connections to screens external to the centrifuge will not be accepted) that facilitates the work of the operator and whose size is at least 15 inches.
- ✓ The equipment must incorporate a DRIC (Dynamic Rotor Inertia Check) safety system and a safety system by means of an overspeed disc and rotor identity control based on parameters taken from the actual stroke.
- ✓ A titanium rotor fully compatible with the centrifugation equipment offered (manufacturer's certified compatibility document) with the following technical characteristics shall be included: Tilting rotor capable of at least 40 000 rpm and 285 000 x g, with a capacity of at least 6 tubes of 14 ml minimum volume (84 ml minimum total volume).
- ✓ The system shall have a quiet ultracentrifugation operation (noise level <51dBA).
- ✓ The equipment shall have an energy regeneration system during braking to reduce the energy consumption of the equipment.
- ✓ The equipment must be compatible with the installation in a room that can reach 35°C (ambient working temperature guaranteed by the manufacturer between 10°C and 35°C).
- ✓ With a view to the centre's future investments, it will be necessary to demonstrate the compatibility certified by the manufacturer (official manufacturer's document of express compatibility for the models involved, it being insufficient to show compatibility only through catalogues or documents from third party companies) of the equipment with 4 titanium ultracentrifuge rotors with the following characteristics:



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- Fixed angle rotor capable of at least 90,000 rpm and 694,000 xg, with a capacity of at least 8 tubes of 13.5ml minimum volume (108ml minimum total volume).
- Fixed angle rotor capable of at least 70,000 rpm and 450,000 xg, with a capacity of at least 12 tubes of 13.5ml minimum volume (162ml minimum total volume).
- Tilting rotor capable of at least 55 000 rpm and 368 000 x g with a capacity of at least 6 tubes of 5 ml minimum volume (30 ml minimum total volume).
- Tilting rotor capable of at least 32,000 rpm and 187,000 x g with a capacity of at least 6 tubes of at least 17 ml minimum volume (102 ml minimum total volume).

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.



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- 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 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 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.



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- 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.