



MEMBER OF  
BASQUE RESEARCH  
& TECHNOLOGY ALLIANCE

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# Call for tender

Sukarrieta, 14th May 2024

## 1. PURPOSE

Fundación AZTI announces the opening of a public tender for the **purchase and installation of a Deep Learning /Computer Vision analysis server** at its headquarters in Sukarrieta and 3 portable workstations for the server's programmers.

## 2. DURATION OF THE SERVICE

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

## 3. FINANCIAL OFFER

The maximum financial offer that shall be accepted for this tender is **seventy thousand euros (€70,000.00)**, excluding taxes.

The invoice will be issued at the end of the service and shall be payable within 60 days of the date of issue, subject to the approval of the AZTI representative responsible for the tender.

## 4. CRITERIA FOR THE ASSESSMENT OF BIDS

The bids received shall be evaluated on the basis of the following criteria:

Financial offer	50%
Technical offer	35%
Improvements	10%
CSR policies	5%



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## 5. SUBMISSION OF BIDS

Bidders may submit their bids for the attention of Irati Velez at the following email address [tgonzalez@azti.es](mailto:tgonzalez@azti.es) and at any of the AZTI centres, from the publication of this announcement on the Fundación AZTI website, **until 12 noon on 28th May 2024**.

Bidders may obtain further **technical information** from the following address:

AZTI

Iñaki Quincoces Abad

Tel: (+34) 667 174 408

Mail: [iquincoces@azti.es](mailto:iquincoces@azti.es)

## 6. AWARDING

Once the bids have been received on the date indicated for their submission, the result of the tender shall be published on the Fundación AZTI website within a period of 15 working days.

## 7. CONDITIONS OF PROCUREMENT

- The selected company shall be required to comply with current labour, social security and health and safety legislation throughout the duration of its relationship with AZTI, and shall be subject to the coordination of business activities under Royal Decree 171/2004, in accordance with the procedure and specifications established (available at <http://www.azti.es/es/coordinacion-de-actividades-empresariales/>)
- In any case, and independently of any other documentation, the selected entity must present, prior to the formalisation of the contract, a certificate proving that it is up to date with its tax and social security obligations.
- The selected entity must submit the documents required to formalise the contract within a maximum of 20 days of the award of the contract. For the documentation, the selected entity must follow the Internal Procurement Rules published at [www.azti.es](http://www.azti.es)



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- In addition to the technical and administrative conditions, AZTI shall give positive consideration to those suppliers who can demonstrate that they comply with quality, health and safety, environmental, sustainable mobility and corporate social responsibility policies.

The supplier must include in its bid any documents or records that allow the verification of these policies (quality certificates, environmental certificates, documentation of social responsibility actions, etc.)

- The equipment must comply with the requirements of the applicable legislation, with reference to the following:
  - ✓ Law 31/1995 of 8 November, on Occupational Health and Safety.
  - ✓ Royal Decree 1435/1992 of 27 November, laying down the implementing provisions of Council Directive 89/392/EEC on the approximation of the laws of the Member States relating to machinery.
  - ✓ Royal Decree 56/1995 of 20 January, amending Royal Decree 1435/1995 of 27 November, laying down detailed rules for the implementation of Council Directive 89/392/EEC on machinery.
  - ✓ Royal Decree 1644/2008 of 10 October, laying down rules for the placing on the market and putting into service of machinery.
  - ✓ Royal Decree 1215/1997 of 18 July, establishing the minimum health and safety requirements for the use of work equipment by workers.



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## **MANDATORY REQUIREMENTS OF ROYAL DECREE 1644/2008**

The equipment/machine supplied must comply with the requirements set out in article 41 of the Law on Occupational Health and Safety and Royal Decree 1644/2008 on the approximation of the laws of the Member States relating to machinery. The following must be in place:

- CE marking
- CE declaration of conformity
- Name and address of the manufacturer
- Identification of the machine
- Regulations with which the machine complies
- Notified body and CE type examination in Spanish, if applicable
- Instructions in Spanish.
- Installation
- Putting into service
- Use
- Maintenance, etc.
- Written in Spanish

If the equipment/machine is received without the appropriate documentation, it will be refused and returned, and the relevant Territorial Industry Office must be notified.

Failure to comply with the legal requirements may result in the cancellation of the order and the purchases made.

## **8. GENERAL DATA PROTECTION REGULATION**

Controller: Identity: FUNDACION AZTI - AZTI FUNDAZIOA - Tax ID (CIF): G48939508  
Postal address: TXATXARRAMENDI UGARTEA Z/G SUKARRIETA (BIZKAIA, SPAIN)  
Telephone: 946574000 Email: [lopd@azti.es](mailto:lopd@azti.es).

“FUNDACIÓN AZTI processes the information you provide to us in order to place your order, invoice the services and maintain commercial relations. The legal basis for processing your personal data is our legitimate interest in maintaining commercial relations and carrying out the provision of the services, being strictly necessary for this purpose. The data provided



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shall be retained for as long as the commercial relationship continues or for the years necessary to comply with legal obligations and, once the relationship has been terminated, insofar as any liabilities may arise. The data shall 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 and auditing services. Under no circumstances shall it 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, and therefore you have the right to access your personal data, rectify inaccurate data or request their erasure when the data are no longer necessary, as well as exercise your right to object to or restrict the processing of your data or request their portability, under the terms set forth in the applicable data protection regulations, by means of written communication to the address indicated above. You may also file a complaint with the competent supervisory authority”.

## 9. TECHNICAL REQUIREMENTS

The **minimum** main characteristics of the equipment to be tendered are as follows

### **Rackable server for training Deep Learning/Computer Vision models,**

- CPU: 8 cores per processor, with two processors.
- RAM: 768 GB
- Hard drive: SSD: 2 x 480 GB for OS boot
- Hard drive: SSD storage 70 Tb total
- 10GBASE-T 2-port network adapter
- NVIDIA Deep Learning/Computer Vision model training boards
- Dual power supply
- Remote management console
- 5 years next working day support and maintenance

In addition, the following services must be provided:

- ✓ Transport and delivery
- ✓ Physical installation
- ✓ Remote management configuration
- ✓ Documentation



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### 3 units of DL/VA programming and debugging service stations

Processor Intel® Core™ i7 processor  
Graphics card NVIDIA® RTX™ 2000 Ada, 8GB GDDR6  
Memory 32 GB  
Storage SSD M.2 2280, 1 TB, 4th generation NVMe PCIe  
16" or 17" screen  
Keyboard, preferably ENGLISH INTERNATIONAL or US English  
OS: Ubuntu or none  
4-year next working day support and maintenance

## 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



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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, subcontractors or any other person to whom it has disclosed the Confidential Information. It shall also be liable for any 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 involvement in the performance of the Contract.

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 person or legal entity to which the latter has 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.



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- 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.
- The successful bidder recognises Fundación AZTI as the owner, prior to the execution of the contract (Prior Knowledge of Fundación AZTI), of 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. 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 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.





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- 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.