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BASQUE RESEARCH
& TECHNOLOGY ALLIANCE

Tender announcement

File No. 026/000742

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

Sukarrieta, 19 May 2026

1. OBJECT

The AZTI Foundation announces the opening of a public tendering procedure for **the supply of technological equipment for the AZTI centre located in Sukarrieta.**

2. DELIVERY AND COMMISSIONING

The maximum delivery period shall be **fifteen (15) days** from the completion of the works on the Sukarrieta building. The estimated completion date for the works at the site where the subject of the tender is to be supplied is 1 October 2026.

The delivery period for the equipment also includes the time required for installation and assembly.

3. ECONOMIC TENDER

The maximum financial offer that will be accepted for this tender is **fifty-three thousand euros (€53,000.00)**, taxes not included.

The price includes all costs associated with the proper supply and installation at the final destination, including: transport to the agreed delivery point, loading and unloading, assembly, installation, commissioning, removal of packaging and surplus materials, etc., as well as all costs associated with the proper installation of the items included in the tender.

Tenderers must submit a complete tender; for all intents and purposes, it shall be understood that the tender submitted by the tenderer comprises not only the price of the total supply and installation at the destination, but also the amount of all expenses, insurance, taxes and duties that may arise as a result thereof. Any applicable VAT must be itemised.

Given the delivery deadline for the supply, no price revisions will be accepted.



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The successful tenderer shall send the invoice relating to the tender once the entire order has been delivered and correctly installed, issuing a single invoice; this invoice must be accompanied by the various delivery notes for the deliveries made, once the responsible person at AZTI has issued their approval. The invoice shall be sent by email to the following two addresses: aormaetxea@azti.es and ilizaso@azti.es.

The invoice shall be paid within 60 days of the date of issue, once the AZTI representative responsible for the tender has given their approval.

Reckless low bids: In the context of this tender, reckless low bids shall be considered to be those bids whose price is significantly lower than the market average, generating doubts about the feasibility and compliance with the established quality standards. Any bid whose price is equal to or less than 50% of the maximum price indicated in point 3 of the tender announcement shall be considered to be a reckless low bid.

4. ASSESSMENT CRITERIA FOR PROPOSALS

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

Financial offer	70%
Technical adjustment	15%
ISO 45001 certification	5%
CSR policies	5%
Equality Plan*	5%

*For the purposes of this criterion, the tenderer may earn the score assigned providing they prove their compliance with whatever legal obligations in terms of **Equality Plans** are applicable to them under current legislation.

This stipulates the following:

➤ **Companies or organisations legally obliged to have an Equality Plan**

Tenderers that, according to current legislation, are obliged to have an **Equality Plan**, will earn the score provided for if they submit one of the following documents:

- **A current Equality Plan**, duly entered in the **Register of Collective Working Agreements (REGCON)** or the pertinent official registry.
- **Official accreditation** that the Equality Plan is in the process of negotiation, renovation or registration in accordance with the stipulations of current regulations.

➤ **Companies or organisations not legally obliged to have an Equality Plan**



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In order to ensure non-discrimination and allow for consistent assessment of all organisations taking part, those that are **not legally obliged** to have an Equality Plan may earn the assigned score by submitting the following:

- **Affidavit** signed by the legal representative of the tenderer, stating that **they are not legally required** to have an Equality Plan, indicating the reason (size of workforce, legal status or other circumstances provided for in regulations).

Consequences of non-submission

*If the documentation required in any of the above cases is not supplied, this means the tenderer **will not earn the score under this criterion**, though this will have additional impact on the procedure.*

Observations

*The aim of this criterion is to **verify regulatory compliance**, not to set additional requirements apart from those stipulated by law. This ensures equal treatment of the different tenderers, regardless of their size or legal status.*

Financial bid: The lowest bid will be awarded the maximum score, and the remaining bids will be awarded a score calculated using the following formula:

$$\frac{\text{Lowest bid}}{\text{Bid submitted}} \times 70$$

5. TECHNICAL REQUIREMENTS

To access the technical conditions, those interested in submitting a proposal must sign a confidentiality agreement, which must be requested by sending an e-mail to the following two addresses, indicating the file number in the subject line.

- licitaciones@azti.es
- ivelez@azti.es

The deadline for requesting the confidentiality agreement and the technical requirements of this tender is **12:00 noon on 28 May 2026**.

Once the technical conditions have been received, tenderers may contact the following contact for **further technical information**:

AZTI

Iosu Lizaso

Tel. +34 667 174 372

Mail: ilizaso@azti.es and licitaciones@azti.es

6. PRESENTATION OF THE PROPOSALS

Bidders should submit their proposals to the following two e-mail addresses: licitaciones@azti.es and ivelez@azti.es or to any of the AZTI centres, always indicating the file number of the tender, from the publication of this announcement on the Fundación AZTI website, **until 12:00 noon on 12 June 2026**.

The tenderer's proposal must include the following:

- ✓ A detailed project plan, setting out the tasks to be carried out, the roles assigned to each task and the estimated time required for each.
- ✓ A list of the staff assigned to the project, including their CVs and official qualifications.
- ✓ Project documentation listing all the equipment forming part of the solutions described and a description of the components for each space (including the relevant technical data sheets from each manufacturer).
- ✓ A detailed description of the manufacturers' warranties and maintenance services offered.
- ✓ Technical construction requirements for each type of room or specific space
- ✓ Wiring diagrams or schematics that facilitate understanding of the project
- ✓ Breakdown of the quoted price for each type of space, including installation, commissioning, training, support and any other items necessary to ensure the correct commissioning of each space.

Tenderers may visit AZTI's facilities in Sukarrieta, by prior appointment requested from ilizaso@azti.es, prior to submitting their tender.

Proposals will not be accepted if the price exceeds the maximum set out in point three of this notice, if they breach the regulations on subcontracting, or if they fail to comply with applicable national or international environmental, social or labour obligations, including non-compliance with current sectoral collective agreements.

Should it be decided to exclude a particular tenderer, AZTI will expressly notify the excluded tenderer of such exclusion.

7. 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.

8. 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.
 - Documents proving the legal status and capacity to act of the successful tenderer and, where applicable, of its representatives: deed or document of incorporation, the Articles of Association or the memorandum of association, setting out the rules governing its activities, duly registered, where applicable, in the relevant Public Register, depending on the type of legal entity in question.

Tenderers who are registered in the Official Register of Contractors of the Autonomous Community of the Basque Country or in the Official Register of Tenderers and Classified Companies of the State may submit a copy of the current certificate of registration issued by the registrar responsible for the Register in lieu of the documentation required in this section. The certificate of registration must be accompanied by a sworn statement signed by the successful tenderer, in which they declare that the circumstances set out in the document have not changed.



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- Documents proving economic and financial standing: Annual turnover, within the scope of this tender, which in the year with the highest turnover of the last three completed financial years must reach, as a minimum, the maximum tender amount.

Approved annual accounts filed with the Commercial Register must be submitted if the business is registered in that register; otherwise, those filed with the official register in which it is required to be registered. Sole traders not registered in the Commercial Register shall prove their annual turnover by means of their stock records and annual accounts certified by the Commercial Register.

- Documents proving technical or professional competence: Experience in carrying out contracts similar to the subject matter of this contract, consisting, in the year with the highest volume of work over the last three financial years, of having successfully completed contracts for at least the maximum tender value.

Where applicable, the required solvency shall be demonstrated by means of a list of works carried out, in the year with the highest volume of work over the last three financial years, indicating the amount, date and recipient (public or private) of such works. The aforementioned works carried out shall be evidenced by certificates issued or endorsed by the competent authority, where the recipient is a public sector entity; where the recipient is a private entity, by a certificate issued by the latter or, in the absence of such a certificate, by a declaration from the successful tenderer accompanied by the documents in its possession evidencing the performance of the service.

- Proof of compliance with tax and social security obligations.
 - Certificate of compliance with the AZTI Supplier Code of Conduct, which can be downloaded from www.azti.es.
 - A sworn statement, in accordance with the template to be provided to the successful tenderer, confirming that they are not subject to any of the prohibitions on contracting set out in Article 71 of the LCSP.
 - Proof of registration for business tax and proof of payment thereof.
- 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.



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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 selected suppliers must provide, whenever possible, the carbon footprint data of the products/services provided to AZTI. Failing this, they must provide sufficient data on composition materials, weights and characteristics of product packaging, internal logistics and logistics for shipment to AZTI, etc. used for the product/service provided, so that AZTI can measure the carbon footprint generated within the framework of this tender. Please send this information to huellacarbono@azti.es.
- The technological equipment to be supplied must be delivered to the AZTI centre in Sukarrieta: Txatxarramendi ugarte, z/g, 48395 Sukarrieta – Bizkaia (hereinafter, the “Centre”).
- The warranty and maintenance period for the equipment shall commence on the date of delivery and installation at the Centre, and shall be determined by the applicable consumer legislation and the warranty period offered by the tenderer.
- The successful tenderer shall be responsible for repairing the goods supplied in the event of inherent faults and within the warranty period; therefore, during this period, the cost of repairs, spare parts, labour, travel, etc., shall be borne entirely by the successful tenderer and shall not incur any cost to AZTI
- The warranty shall entail the successful tenderer’s commitment to repair the goods provided that the fault is not attributable to wear and tear, misuse or normal ageing.
- In the event that any item to be supplied deteriorates for reasons not attributable to the users, even if it has already been supplied to the Centre, it must be restored to its proper working order at the successful tenderer’s expense.
- Failure to meet delivery deadlines, whether partial or total, for reasons attributable to the successful tenderer—except in cases of force majeure that have been formally notified—shall result in the standard penalty of 5% per week.
- AZTI must notify the successful tenderer in writing of its intention to cancel an order due to failure to meet deadlines, giving the successful tenderer a period of 5 working days to present any defence. AZTI shall also issue its decision within 5 days.
- The foregoing shall be without prejudice to any compensation payable for damages arising from the successful tenderer’s failure to comply.
- The successful tenderer shall be responsible for the separate collection of waste generated during the performance of the contract. It must also remove empty packaging and containers and deposit them in the appropriate bins or, where applicable, at the recycling centre or another authorised waste management facility.

Throughout the term of the contract, the successful tenderer may be required to provide evidence of such collection and disposal by means of a sworn statement.

- 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.



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9. GENERAL DATA PROTECTION REGULATION

Person in charge: Identity: FUNDACION AZTI - AZTI FUNDAZIOA - CIF: G48939508 Postal address: TXATXARRAMENDI UGARTEA Z/G SUKARRIETA (BIZKAIA) Telephone: 94 657 4000 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 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 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”.

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



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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 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.

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 or legal person to whom the latter may have 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



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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.

The successful bidder, and if applicable, its employees, shall transfer the intellectual property rights that may correspond to them, on the Results, the Knowledge Generated or any Intellectual or Industrial Property register that may be generated (e.g. Patents, etc.), and/or on the Results, knowledge or Intellectual or Industrial Property Register derived from the above, an assignment of intellectual property rights to AZTI, who accepts the assignment, under the following terms:

- Exclusive assignment and the price of the assignment will be 300 euros and is understood to be included in the price offered by the successful bidder.
 - The exploitation rights assigned are those of reproduction, distribution, public communication and transformation, in any of the existing and known exploitation modalities to date.
 - Temporal scope of the assignment: maximum term of duration of the same provided for in the Consolidated Text of the Intellectual Property Law, that is to say, until their passage into the public domain.
 - Territorial scope: the assignment of exploitation rights extends to all countries in the world.
- 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.
 - If Fundación AZTI provides the idea, the concept/prototype of the product or solution, the design in terms of functionality, operability, interconnectivity that the



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product or solution must have, the data (types, origin, data management and processing, etc.) and the know-how (Prior Knowledge of Fundación AZTI) to the execution of the contract, the successful bidder shall recognise Fundación AZTI as owner of the contribution. 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.
- 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.