Invitation to Tender for the Supply of a Commercial Vessel for a Boarfish Acoustic Survey in ICES Division VIIb, c, g, h, j & k for the Marine Institute, Rinville, Oranmore, Co. Galway.

Ref: ITT-15-022
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1. Introduction

The Marine Institute, a semi State body, wishes to invite tenders for the supply of a commercial fishing vessel to conduct a Boarfish acoustic survey in ICES divisions VIIb, c, g, h, j & k (west of Ireland, Celtic Sea and northern Biscay). The survey will be funded by a cost sharing agreement between the Marine Institute and the Killybegs Fisherman’s Organisation (KFO). The successful applicant will be selected based on the evaluation criteria below.

The Marine Institute is the national agency responsible for Marine Research, Technology Development and Innovation (RTDI). The Marine Institute seeks to assess and realise the economic potential of Ireland’s 220 million acre marine resource; promote the sustainable development of marine industry through strategic funding programmes and essential scientific services; and safeguard our marine environment through research and environmental monitoring.

The Institute was set up under the 1991 Marine Institute Act with the following general functions:

"to undertake, to co-ordinate, to promote and to assist in marine research and development and to provide such services related to marine research and development, that in the opinion of the Institute will promote economic development and create employment and protect the environment." - Marine Institute Act, 1991.

Fisheries Ecosystem Advisory Services (FEAS) of the Marine Institute, has its mission to “to research, assess and advise” on the sustainable exploitation of marine fisheries resources and to promote the sustainable development of the marine living resources.

Invitation to tender

A requirement exists for the charter of a commercial fishing vessel for a period of 21 days charter to survey spawning aggregations of boarfish ICES division VII using hydro-acoustic techniques.

Vessels are invited to tender on the basis of their ability to undertake the survey schedule as outlined in Appendix 2. This comprises of following a pre-determined cruise track in the order of 3,200 nmi (nautical miles) carried out over 21 days with 20 hr operations (04:00-00:00) and with directed trawl stations on fish schools of interest as and when required.

A single pelagic midwater trawl with a vertical opening of greater than 40m and contain a 20 mm codend liner and/or sprat brailer will be a requirement for the survey. A liner can be provided if required but all other associated fishing equipment will be provided by the vessel.

The survey will be timed to coincide with the southerly end point of the RV Celtic Explorer on the 10th of July 2015 and this survey will act as a continuation. It is therefore essential that the charter vessel is out on the water and ready to begin surveying no later than 00:00 hrs on the 9th July 2015.
Detailed information of the track and survey plan will be provided by the Marine Institute. The successful applicant will be selected based on technical suitability, cost of charter, pelagic fishing track record and previous experience in scientific research and surveys.

2. **Scope of Tender**

This is an Open Invitation to Tender for commercial fishing vessels as service suppliers.

**Note:** There is no guarantee made by the Marine Institute that the tender shall be awarded.

Tender respondents shall be evaluated in two phases. Tenders must pass each **criteria** in Phase 1 to proceed to Phase 2. This is a pass/fail phase and no points will be awarded. If all criteria in Phase 1 are not met, tenders will be eliminated.

**Phase 1**

Please note tenderers may only proceed to the Phase 2 if they pass all of the criteria below. Each of the criteria below are viewed as essential and if one or more of the criteria below is not met then tenders will be automatically eliminated. This is a pass/fail phase and no scoring will be attached to the results.

1. Confirmation of **Public Liability Insurance**

2. Valid **Safety Certificate** for vessel

3. Confirmation that the required **Safety Equipment** is on board, serviced and functioning properly – a statement from the vessel owner is required with submission

4. Have a valid **Tax Clearance Certificate**

5. The proposed **Vessel** must meet the minimum **Vessel Technical Specification**. It must:
   
   a. Be capable of providing and operating onboard a single midwater trawl with a vertical opening of over 40m and with a 20mm cod end liner and/or sprat brailer. The will be in good working order and accompanied with trawl doors, clump weights and net monitoring equipment
   
   b. Have a range of 21 days at sea
   
   c. Have the capability of securely mounting a c.3 m long boom around midships for the purposes of towing a towed sled system. The details of this are provided in Appendix 2
   
   d. Have a deck crane around midships that can be dedicated solely for the purposes of deploying/recovering the towed sled without impeding normal fishing operations
   
   e. Vessel should be able to maintain a cruising speed of 10 kts (weather permitting) and provide a stable working platform
f. Accommodation for 4 scientific personnel

g. Adequate sheltered deck space (not less than 4 m²) to accommodate processing areas for scientific sampling to include power supply and work bench/working surface

h. Fitted with a cleaned 220-240 V 50 Hz power supply

i. Be able to provide space in the wheel house to accommodate scientific monitoring equipment (Appendix 2)

j. Have 2 or more operational forward facing omni sonar’s, utilising different operating frequencies

k. Have freezer space to allow the frozen storage of up to 100 Kg of biological samples

l. Have an operational hull mounted Simrad ES38B split beam transducer

Please note that when submitting a response to each of the criteria above it is sufficient for tenderers to declare that they have the relevant capacity. The Marine Institute will seek verification and evidence of such capacity only in the event of a tenderer being considered for the award of the contract. The declaration should clearly and unambiguously indicate the tenderers ability to meet each of the Marine Institute’s requirements above.

Phase 2

Tender respondents shall be evaluated on the following criteria:

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<thead>
<tr>
<th>No.</th>
<th>Criteria</th>
<th>Max Points</th>
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<tbody>
<tr>
<td>1</td>
<td>Experience</td>
<td>35</td>
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<td>Demonstrate a minimum of 10 years experience of pelagic fishing in ICES division VII.</td>
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<td>Skippers must specify number of years operating in ICES division VII which species they were targeting and the associated vessels. The highest score will be given to the tender that demonstrates the highest level of experience fishing for boarfish in ICES division VII. Data from EU logbooks will be used to quantify the level of experience it is important that applicants identify both current and previously owned vessels and the period of ownership.</td>
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## Technical Ability

Previous experience in undertaking collaborative research and scientific work.

Applicants should describe in detail previous work undertaken. This could include carriage of fisheries observers, provision of biological samples, experience in undertaking acoustic and research surveys.

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<thead>
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<th>2</th>
<th>Technical Ability</th>
<th>15</th>
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## Proposed Vessel

- State Name of vessel (IMO #)
- State LOA of vessel (m)
- Engine capacity (Kw)

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<th>3</th>
<th>Proposed Vessel</th>
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<td></td>
<td>Engine capacity (Kw)</td>
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## Cost

Vessel charter cost per day (€) per day required to undertake the survey (max 21 days in duration). The highest points will be awarded to the lowest price per day quoted.

- The maximum day charter rate for this tender is capped at €9,800 to include all incidental costs including fuel, victuals and port fees.
- Tenderers should note that this is a maximum figure and should they wish to achieve a competitive advantage their bid should be priced accordingly. Please note tenders in excess of this Cap will be eliminated.

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<th>Cost</th>
<th>40</th>
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## Total

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**Important:** All tender responses must include all headings listed above. Failure to do so may result in the rejection of the tender.

### 3. Tender Format

Tenders should be presented in the format and order laid out above under Section 2 Scope of Tender.

### 4. Contract Terms

A Charter Agreement will be entered into with the successful tenderer. This Agreement will stipulate the details of the survey. Please see draft contract attached in Appendix 3.

### 5. Tax Clearance Certificate
Tenderers being awarded a public contract must have tax clearance. Most applications for Tax Clearance Certificates can now be made online. **To reduce the administrative burden on tenderers use of this online facility is strongly encouraged.** It can be accessed at www.revenue.ie under “What can I do online”, “Tax Clearance”. The Institute can then verify online the tax-cleared status of applications for tenders, which eliminates the need for submission of a hard copy of a Tax Clearance Certificates.

6. **Notice from Marine Institute**

The Marine Institute may (up to three (3) working days prior to the deadline for receipt of tenders) issue a notice to all Tenderers, deleting, varying or extending any item in these documents. Tenderers shall immediately acknowledge the receipt of each such notice in writing addressed to the Marine Institute. Any such notice shall then become one of the Tender Documents and shall be treated as such by the Tenderer.

7. **Tenderer’s Queries and Clarification Requests**

Any queries arising from the Tender Documents or the Instructions to Tenderers or information provided to the Tenderers shall be raised in writing as soon as possible and in any case not later than two (2) working days before the closing date for return of Tenders through www.etenders.gov.ie to include the tender title and/or reference in the subject heading or forwarded in writing to:

**QUERY ITT-15-022**
Marine Institute
Rinville
Oranmore
Galway
Ireland

Fax: 00 353 91 387201

Please note that to ensure the e-mail is not assumed to be spam by the automated spam system, the tender reference number should be included in the subject heading.

Within 48 hours of a request for clarification or additional information being received, a confirmation of receipt of the query shall be sent. If clarification is not received within this time, the sender should assume that the Marine Institute has not received it.

A document containing the replies to any requests for clarification or additional information (including all previous requests) shall be circulated to all parties that have expressed an interest in the tender.

Requests for information made by telephone or to any other email address shall not be responded to.
8. **Electronic Submissions**


Suppliers should submit tender responses electronically when the Marine Institute has indicated in the notice that the postbox option will be used for the return of documents. This will be indicated by a small key symbol next the notice summary and it will also be stated in the Closing Date for Tender Responses (see Section 14 below).

For full comprehensive details on the e-Tenders Postbox policy, please refer to Appendix 1.

9. **Expressions of Interest**

The Marine Institute will accept responses electronically via the e-Tenders website: [www.etenders.gov.ie](http://www.etenders.gov.ie)

Suppliers should submit tender responses electronically when the Marine Institute has indicated in the notice that the postbox option will be used for the return of documents. This will be indicated by a small key symbol next the notice summary and it will also be stated in the Closing Date for Tender Responses (see Section 14 below).

For full comprehensive details on the e-Tenders Postbox policy, please refer to Appendix 1.

10. **Closing Date for Tender Responses**

**All tenders must:**

- Be submitted using the on-line [http://www.etenders.gov.ie](http://www.etenders.gov.ie) TENDER POSTBOX. This is an online submission facility which allows awarding authorities to receive tenders responses from suppliers.

  For further information please refer to Appendix 1

**OR**

- Be received prior to **12 NOON ON FRIDAY 29 MAY 2015.**
- Be send electronically to email address tenders@marine.ie
- Be sent via registered post or hand delivered, to the address below.
- Include three hard copies and one electronic copy provided on CD or USB Key.

  Please note that non conformance with these requirements will result in disqualification.

**All tenders should be addressed to:**

Boarfish Survey Tender
Ref: ITT-15-022
Marine Institute
Rinville
Oranmore
Co. Galway

Please note that any information submitted may be subject to the Freedom of Information Act, 1997.
Appendix 1  Marine Institute Etenders Postbox Policy

A User Guide to E-tenders and instructions on submitting a response through the e-Postbox may be found here:


Please note:

The onus is on the applicant to ensure that the tender reaches the Marine Institute or e-tenders on time. It is not advisable to wait until the last moment to upload documents in case of internet connection difficulties or other technical problems. Neither the Marine Institute nor e-tenders take responsibility for documents which do not reach us by the deadline, for any reason.
Appendix 2

Technical specification of the acoustic tow sled, mounting boom and topside set-up.

Note:

It is the intention that the vessel's own hull mounted Simrad ES38B split beam transducer be calibrated and used as the primary data collected tool during the survey. The tow sled will be carried as a backup system and deployed should the need arise. To that end tenderers are still required to be able to deploy and retrieve this backup system as described.

**Tow sled**

Weight in air of sled ~250 Kg

**Figure 1. Tow Sled** contains the transducer (38 kHz) which is towed alongside the ship at midships (port or starboard). The tow sled remains in the water except in poor weather and does not interfere with fishing or routine operations.
**Mounting boom**

Support stays x3  
Forward/aft/aloft  
Rail mounting bracket  
c.3m long towing boom

**Figure 2. Mounting boom** can be mounted port or starboard side on the rail of deck plate. The boom is ~3 m in length and weighs ~45 Kg. The mounting needs to be secured either using a mounting plate (provided) or by means of a temporarily weld to the deck or rail. This is vessel specific.

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**Topside set-up**

Working space  
for 24hr occupancy  
Cleaned power supply required  
Navigation GPS feed for echosounder(s)

**Figure 3. Topside set-up** requires a cleaned (surge protected) power supply to run the computer systems and a navigation grade DGPS feed for the scientific echosounder (Simrad EK60). As the equipment will be monitored over 24 hrs, space to accommodate a scientist is required.
Logistical requirements
In the event that the vessels own split beam transducer (Simrad ES38B) cannot be calibrated then the survey will be carried out with a survey specific transducer installed in a towed sled.

A 3 m boom (provided) is used as the towing point for the tow sled (~250 Kg weight in air) which is deployed at a working depth of 2 m subsurface and towed from as close to midships as possible (Figures 1 & 2). The position of the boom is forward of this point. Tow sled deployment/retrieval will require the use of a dedicated crane (not provided) for the duration of the survey. The use of the crane for this purpose should allow for normal fishing operations to be undertaken unimpeded while the tow body remains deployed. The tow body can remain in the water during fishing and all routine operations.

The towing boom will need to be secured to the deck by means of a securing plate (supplied) or using a temporarily welding/bolting this to the deck. The boom will require fixing positions for supporting stays (12 mm dynex) one forward, one aft and one above to stabilise the boom and tow body during steaming.

Rigging is vessel specific and will be determined prior to the survey with the successful vessel.

Survey specifics
The survey will run over 20 hrs (04:00-00:00) on a predetermined track of in the order of 3,200 nmi (nautical miles), weather dependant (Figure 4).

Over the course of the track the chief scientist may request that a trawl is carried out on a particular mark to determine the species content and for biological sampling. This may occur at any time of over the 24 hr period and the number of trawl stations is not limited.

The survey will be timed to coincide with the southerly end point of the RV Celtic Explorer on the 10th of July and this survey will act as a continuation.

**It is therefore essential that the charter vessel is out on the water and ready to begin surveying no later than 00:00 hrs on the 9 July.**
Borefish track length = ~3,200 nmi

Figure 4. Proposed cruise track and area coverage for the July 2015 boarfish survey (orange track). Track length ~3,200 nmi, transect spacing 15 nmi.
CHARTER AGREEMENT
Boarfish Acoustic Survey
Vessel Name
Date
Draft Contract

This Agreement is made this dd of mm 2015 between the Marine Institute, Rinville, Oranmore, Galway (hereafter called the Institute) and xxx, Skipper, Owner of ‘xxx’ (hereinafter called the Skipper).

The Skipper hereby agrees to the following terms and conditions;

1. The Skipper agree to have the vessel available and ready to carry out the Boarfish Acoustic Survey (hereinafter referred to as the Survey), in Area VII, departing [Port; Date] and returning to [port] (21 Days later).

   The Skipper agrees to fish in ICES Division VII as directed by the chief scientist. The catch shall be analysed on board by up to three scientific staff or contractors of the Marine Institute and the catch shall remain the property of the Institute. The entire catch may be used for scientific purposes.

   The Skipper agrees to have the vessel fully manned with suitable crew at 12 midnight on the agreed start date and the charter will be deemed to begin at that time and will end no later than when the vessel returns to port at 12 midnight 21 Days later on completion of as much scientific work as possible.

2. The Skipper is to ensure that the vessel is fully operational and to provide service specification as outlined in the response to tender ITT-15-022 which forms part of this contract.

3. In return for the work performed under this contract, a maximum payment of €xxx will be made for each day of surveying carried out on survey.

4. As an independent Contractor, the Skipper shall bear exclusive responsibility for the payment of Income Tax, PRSI contributions and levies on fees received in consideration of the services rendered under this agreement.

5. The Skipper shall not undertake any fishing apart from that specified in the survey protocol whilst chartered.

6. The Skipper shall ensure that the crew complies with the directions of the Institute and the Skipper shall give every assistance for the carrying out of the Survey. In particular, the Skipper shall ensure that the crew are able to handle the vessel and gear in such a manner as the Institute’s Agent in charge of the experiments may direct, short of hazarding the safety of the vessel or its crew, in which connection the decision of the skipper shall be final. The Institute will not accept any responsibility for damage to gear belonging to the Skipper resulting from normal hazards of survey operations and the Institute shall regard the Skipper decision as final as to whether or not work is possible.

7. The Institute shall be entitled, subject to the prior approval of the Skipper, to place on the vessel any equipment, which may from time to time become necessary by reason of the nature of the experiments to be carried out. The Institute shall
remove this equipment from the vessel when it is no longer required and will restore the vessel to its former condition.

8. The Institute shall take responsibility for obtaining permission to enter foreign waters but will have no financial or administrative responsibility in respect of the vessel other than is specifically referred to herein.

9. The Skipper shall provide accommodation and victuals for a maximum of four scientists for the duration of the charter period.

10. If as a result of any deficiency of the crew or owners stores, strike of crew or skipper, breakdown of machinery, damage to hull or other accidents to the vessels, either vessel is prevented from working, no charter fee shall be payable in respect of any time lost and any charter fee paid in advance shall be adjusted accordingly.

11. The Skipper shall provide a valid safety certificate for the vessel and sufficient life saving equipment on the vessel for the persons referred to in Paragraph 9. The Institute shall have the right to inspect all safety equipment and related certificates of worthiness.

12. In the event of circumstances preventing the working of the vessel for the purposes of this charter, including mechanical or electrical defects not directly attributable to the carrying out of the Survey, the Institute may, at its discretion, either terminate the charter forthwith or, subject to approval of the Skipper, vary the period of the charter as it deems appropriate in the circumstances provided, however, the Institute will not be responsible for any of the costs referred to in Paragraph 3 and Paragraph 4 during the period the vessel is prevented from working for the reasons above set out.

13. If part of the charter has been completed when mechanical or electrical defects occur, then the Institute will be liable for all costs referred to in Paragraph 3 for the period prior to this event.

14. All monies in respect of salvage and assistance to other vessel shall be applied for the benefit of all concerned in these experiments i.e. one half to the Skipper and one half to the Institute after deducting the crews proportion and all legal and their expenses including hire paid under the charter for time lost in the salvage and also repairs of damage and fuel consumed. The Institute is to be bound by all measures taken by the Skipper to secure payment of salvage and to fix this amount.

15. In the event of the loss of the vessel the Institute shall pay only for the hire up to and including the date of loss.

16. The Skipper and the Institute hereby exempt each other from all liability arising from any Act of God and the enemies of Ireland, fire and all other dangers or accidents of the sea, ports, rivers and navigation.

17. The Institute shall indemnify and keep the Skipper indemnified against all actions and claims in respect of:-
a) death of or injury to any person or
b) loss of or damage to any property
c) damage to hull or machinery of the Vessel

which may arise out of or in consequence of the chartering of the vessel and against all claims, actions, proceedings, damages, costs, charges and expenses whatsoever where the Institute or his respective servants or agents are negligent.

18. The agreement may be terminated by the Marine Institute immediately in writing:

1. If the Minister of Agriculture, Food and Marine does not approve the use of boarfish ICES Area VII scientific quota in recompense for the survey work
2. If either party commits a material breach of contract
3. If either party has been guilty of conduct tending to bring him or herself or the Marine Institute into disrepute

19. This Agreement together with the Tender Proposal submitted by the Institute in response to the Invitation to Tender Ref ITT-15-022 issued by the Marine Institute on the 30th April 2015 contains the entire agreement between the parties and may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties. Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

20. This contract shall in all respects be governed by and construed in accordance with the laws of Ireland and the parties hereby agree that the courts of Ireland shall have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Contract. In the event of any dispute arising from the terms of this document, the matter will be referred to an arbitrator to be appointed by the Law Courts.
IN WITNESS WHEREOF the persons authorized to sign for and on behalf of the respective parties have this day hereunto signed their names

THE SKIPPER

Signed on behalf of the Skipper: _________________________________

Name: _________________________________

Capacity: _________________________________

Date: _________________________________

Address: _________________________________

THE MARINE INSTITUTE

Signed on behalf of the Marine Institute: _________________________________

Name: Peter B. Heffernan

Capacity: Marine Institute Chief Executive

Date: _________________________________