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Tender announcement

Sukarrieta, 11 March 2024

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1. OBJECT

The AZTI Foundation announces the opening of a public tender procedure for the **rental of a tuna fishing boat to carry out a campaign to obtain a bluefin tuna biomass index by acoustic methods in the Bay of Biscay (DCF BFT-Index 2024 AZTI Project)**.

2. LENGTH OF SERVICE

The campaign will be carried out during the second part of June to complete a distance of 960 miles. In the event of adverse weather conditions that prevent the correct recording of data, the transects will be temporarily stopped and will be resumed when weather conditions permit until the agreed route has been completed. This is not the case for days lost due to breakdowns of the vessel itself or circumstances relating to the shipowner that prevent it from carrying out the work requested (engine, winches, fishing nets, etc. ...). These days will be assumed by the owner and must be recovered or deducted from the total amount of the rental. In the event that the agreed distance of 960 miles is not covered in its entirety, the total amount of the charter will be adjusted accordingly. The tentative start date for the campaign is 15 June. The installation of the equipment before the start of the campaign (proposed date: 13 and 14 June) and its correct uninstallation after the end of the campaign will be guaranteed.

3. ECONOMIC TENDER

The maximum economic offer that will be accepted for this tender is **one hundred thousand euros (€100,000.00)**, taxes not included.

Invoicing will be carried out at the end of the service, and the invoice will be paid within 60 days of the date of issue, once the person responsible for the AZTI project has given his/her approval of the work carried out in accordance with the services indicated.



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4. ASSESSMENT CRITERIA FOR PROPOSALS

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

- **Economic offer**

Proposed campaign price	50%
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- **Technical adjustment**

Technical suitability of the ship (hull, sonar, deck and bridge) for the installation of the echo sounder and associated equipment for the campaign	15%
Ship's habitability for embarkation of three scientists	5%
Habitability of the bridge for the simultaneous work of two scientists	10%
Experience in conducting active acoustics campaigns	15%
- **CSR policies** 5%

See section 9 (technical requirements) for further information.

In order to assess technical suitability, the skipper may be asked to visit the boat.

In the event that two or more boats meet the required conditions and there is a tie between the bids received, a draw will be made, which the skippers may attend by videoconference.

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 noon on 28 March 2024**.

Proposals can be submitted in Spanish, English or Basque.

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

AZTI

Beatriz Sobradillo

Telf. +34 94 657 40 00

Mail: bsobradillo@azti.es

- **When submitting tenders, the form in point 11, duly completed, must be included. Add date and signature on the form.**



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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. Any additional questions may be consulted in 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.)

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: lopdp@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



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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”.

9. TECHNICAL REQUIREMENTS

AZTI is looking to contract "the chartering of a tuna fishing boat to carry out a campaign to obtain a bluefin tuna biomass index by acoustic methods in the Bay of Biscay (DCF BFT-index 2024 AZTI Project)".

Minimum requirements of the vessel to be selected:

1. Compliance with safety measures corresponding to the fishing activity being carried out.
2. Minimum conditions of habitability: cots with curtain and light, 2 toilets on the boat.
3. Space for 3 scientists on board.
4. Medium-range sonar configured for pelagic fishing, MAQ or Furuno.
5. Previous experience in conducting active acoustic campaigns targeting tuna.
6. The most advantageous offer will be selected, and the one that best allows AZTI to enjoy the service requested.
7. The introduction of variants or alternatives in the bids that help to improve the management and efficiency of the proposal will also be positively evaluated.

The selected supplier will facilitate the installation of a SIMRAD echo sounder on board, which will be installed by means of clamps welded to the hull; the installation is expected to take place on 13 and 14 June in port, unless otherwise required by AZTI. Likewise, the supplier will also allow the recording of the ship's sonar and GPS images. During the



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campaign, two scientists will remain on the bridge taking data every time tuna are detected by sonar, sonar or sighting.

During the entire campaign, the safety of the personnel and the scientific equipment installed on board will be the responsibility of the skipper. The skipper shall also be responsible for having live bait on board at the beginning of the campaign in sufficient quantity for an average of 2 to 3 sampling fisheries per day of the campaign.

Type of campaign: the contracted vessel will carry out transects in the southeast of the Bay of Biscay (see page 5) with a total distance of 960 nautical miles. It is estimated that this route can be completed in 120 hours of sailing. In the event of adverse **weather** conditions that prevent the correct recording of data, the transects will be temporarily stopped and will be resumed when weather conditions permit until the agreed route has been completed.

Bluefin tuna detections: whenever bluefin tuna are detected by sonar, sonar or sighting, the school shall be approached, and an attempt shall be made to pass over it in order to record it by sonar. Subsequently, the crew shall attempt sampling fisheries by rod and bait. Up to 30 tuna from each school shall be measured on a graded bed before each school is immediately released into the sea.

Opportunistic tagging: Fish of adequate size and in good condition shall be tagged with electronic tags, with the possibility of adding albacore tagging if schools are detected in the area. This tagging will be an ancillary activity and the time spent will not alter the completion of the transects.

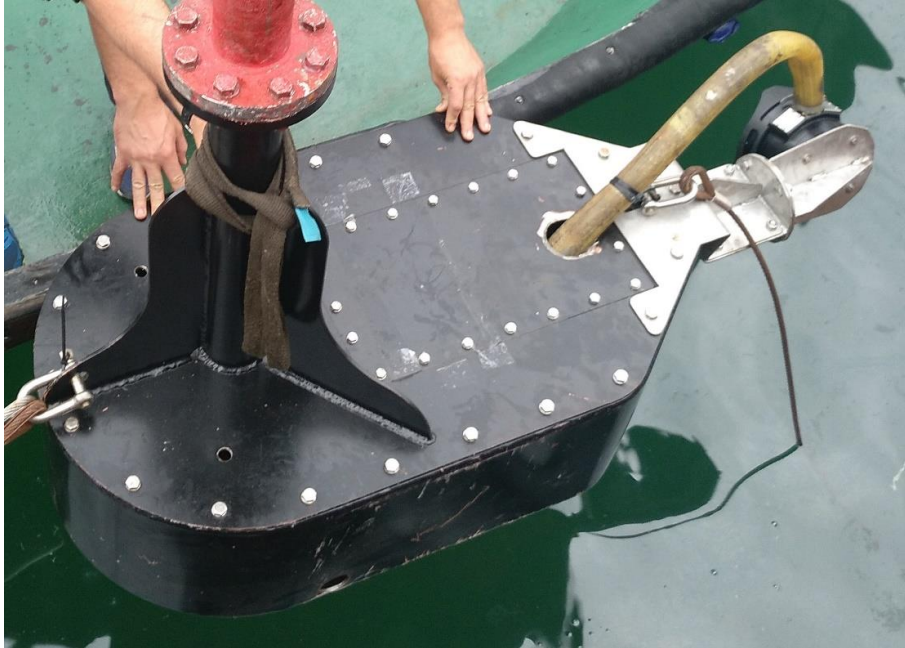
Daily activity: an average of 96 miles of transects will be conducted each day, corresponding to 12 hours of sailing at 8 knots. In addition, an average of 2 hours per day will be set aside for sample fishing.

Echosounder description

The echo sounder consists of 3 transducers mounted together in a steel basket. Two transducers (38, and 120 kHz) will record signals from tuna below the vessel and another (200 kHz with broadband mode) will record signals from tuna on the starboard side.

The basket (dimensions 100x55x31cm) will be attached to a 5m tube which will be welded to the starboard side of the hull, so that the basket and 1m of tube will be submerged.

Depending on the availability of equipment, a tube for the use of a stereoscopic camera may be attached to the probe tube.



Nacelle (top view)

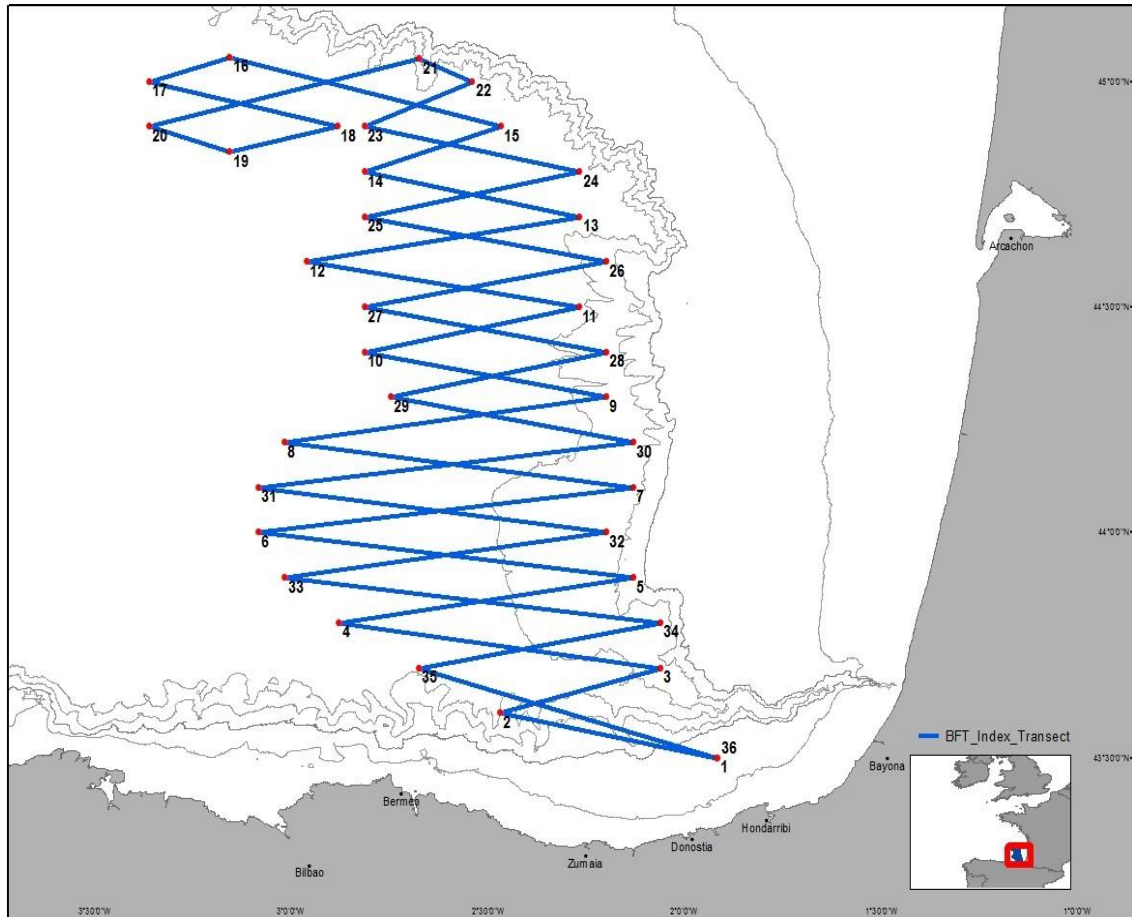


*Clamp to be welded to the
gunwale*

*Clamp to be welded to the hull
at waterline level*

Survey area and transects

- The transects will be conducted from and to 43°30'N 1°48'W. They will cover an area defined according to the historical spatial distribution of bluefin tuna catches in the years 2000 to 2011. The total track is 960 miles. Marginal modifications of the route may be made, always with a total distance of 960 miles.



Additional clauses

- It shall be the responsibility of the boat skipper:
 - a) Safeguard the safety of the vessel, persons and equipment on board.
 - b) Arrange for the provision of food, drink, fuel, ice and live bait.
 - c) Facilitate the installation of the necessary scientific equipment before the start of the fishing voyage and its removal at the end of the voyage.
 - d) Ensure the cooperation of all crew members in the visual detection, fish sampling and release of fish.
- Acceptance of the order implies full compliance with the service and conditions contained herein. Abandonment of the campaign before its completion or breach by the employer of any of the clauses will result in the termination of the order.

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



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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 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.



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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



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



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11. TENDER FORM – BFT Index 2024

<u>Owner</u>	
Name of owner	
VAT number and company name	
Contact phone number	
<u>Vessel</u>	
Vessel name	
Port of berthing	
Length	metres
Year of construction	
Number of free cots	
Number of bathrooms	
Sonar (brand and model)	
<u>Offer</u>	
Proposed price for the campaign	EUR
<u>Fishing skipper</u>	
Name(s) of employer(s)	
Contact phone number	
Experience as skipper in bluefin tuna fishing	Since the year:
<u>Previous acoustic campaigns:</u>	
Years and campaigns in which he has participated.	