



CALL FOR CONSULTANCY N°06/2022_SPA/RAC EcAp-MEDIII

**TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY
SERVICES**

“Consultant to undertake a desk review of available data sources, best practices and methodologies in the Mediterranean for the monitoring and assessment of seafloor damage”

TECHNICAL SPECIFICATIONS

1. BACKGROUND

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was created in 1985 and established in Tunis through a decision of the Contracting Parties to the Convention for the Protection of the Marine and Coastal Environment of the Mediterranean (Barcelona Convention). It functions within the framework of the Action Plan for the Mediterranean – Barcelona Convention (UN Environment/MAP). SPA/RAC's main aim is to contribute towards the protection, conservation, and sustainable management of Mediterranean coastal and marine areas of special cultural and natural value and of threatened and endangered species.

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In line with

- Decision IG.24/17 on the UNEP/MAP 2020-2021 Program of Work and Budget (Naples, Italy, 2-5 December 2019);
- Decision IG.22/7 on the Integrated Monitoring and Assessment Program of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) (Athens, Greece, 9-12 February 2016);
- Decision IG.23/06 on the 2017 Mediterranean Quality Status Report (Tirana, Albania, 17-20 December 2017);
- Decision IG.24/7 on the Roadmap and Needs Assessment for the 2023 Mediterranean Quality Status Report (Naples, Italy, 2-5 December 2019);

The Contracting Parties to the Barcelona Convention have updated/developed their national monitoring programmes based on the IMAP Common Indicators per each cluster namely Biodiversity and Non-indigenous species (NIS), Pollution and Marine Litter, and Coast and Hydrography. The 23 Common Indicators of IMAP cover mainly state and impact indicators.

The current IMAP covers with agreed common indicators the ecological objectives related to biodiversity (EO1), non-indigenous species (EO2), eutrophication (EO5), hydrography (EO7), coast (EO8), contaminants (EO9), and marine litter (EO10). Marine food webs (EO4) and sea floor integrity (EO6) are not yet included in the IMAP as they need further development.

The project "Support to efficient implementation of the Ecosystem Approach-based Integrated Monitoring and Assessment of the Mediterranean Sea and Coasts and to delivery of data-based 2023 Quality Status Report in synergy with the EU MSFD" (hereinafter EcAp-MED III project) aims to support the national implementation of the Integrated Monitoring and Assessment Programme (IMAP) to ensure additional support for the delivery of reliable data for IMAP common indicators related to the biodiversity and NIS cluster to contribute to the assessment of the status of the Mediterranean Sea and Coast and to the delivery of a data-based 2023 Quality Status Report in order to measure the progress towards achieving the Good Environmental Status (GES).

In view of supporting the development of the Ecological Objective (EO6) on Sea floor integrity and its related Common Indicators (CIs), a desk review study is required to inventory the available data sources, best practices and methodologies in the Mediterranean for the monitoring and assessment of seafloor damage.

2. OBJECTIVE AND SCOPE

The aim of this consultancy is to provide technical and scientific expertise to undertake a desk review study to inventory data sources, best practices and methodologies in the Mediterranean for the monitoring and assessment of seafloor damage.

3. TASKS TO BE UNDERTAKEN

The consultant will be in charge of the following tasks:

- 1) Prepare a detailed work plan and timetable.
- 2) Carry on a desk review to provide available information on monitoring and assessment of sea floor damage in the Mediterranean in terms of :
 - i. existing policy context;
 - ii. scientific publications and ongoing work in the Mediterranean;
 - iii. data sources/sets;
 - iv. methodologies for monitoring and assessment;
 - v. relevant ongoing/concluded initiatives/projects at regional, sub-regional or national levels;
 - vi. knowledge gaps
- 3) A detailed report (in English) summarizing the outcomes of the desk review .

4. DELIVERABLES

Deliverables		Deadlines
<i>Deliverable 1:</i> Work plan and Timeline Production of 1 document (word) detailing the work plan and timeline.	Detailed work plan and timeline	One week after the contract signature
<i>Deliverable 2:</i> Elaborate the first draft of the desk review on of available data sources, best practices and methodologies in the Mediterranean for the monitoring and assessment of seafloor damage Production of a (Word format) document in English	Elaborate the first draft of the report on the outcomes of the desk review	3 months from the date of the contract signature
<i>Deliverable 3:</i> Final version of the desk review: Production of a (Word format) document in English	Elaborate the final version of the desk review following comments received from SPA/RAC and the CORMON meeting (autumn 2022, TBC)	9 months from the date of the contract signature

5. SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC EcAp-MED III Officer and the overall supervision of the SPA/RAC director.

6. TIME DURATION OF THE CONTRACT

The time duration of this contract is 9 months starting from the date of its signature.

The estimated number of net working days to implement the tasks and deliverables of this contract are twenty (20) effective working days (WD). They are estimated as follows:

Deliverables	Estimated working days
Deliverable 1: Work plan and timeline	1
Deliverable 3: Draft report submitted for revision by SPA/RAC	14
Deliverable 4: Final Report	5

7. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultant should meet the following criteria:

- Advanced University degree in marine biodiversity/ environment, such as environmental sciences, marine ecology, marine biology, etc.;
- Advanced experience in marine biodiversity studies and conservation with a focus on seafloor and benthic habitats ;
- Relevant experience in monitoring and assessment of the marine environment and its ecosystem component with a focus on benthic habitats;
- Good knowledge of the implementation of the Barcelona Convention Ecosystem Approach (EcAp) process /Integrated Monitoring and Assessment Programme (IMAP);
- Familiarity and good knowledge of (i) the Mediterranean marine environment, (ii) the implementation of the Barcelona EcAp/IMAP process; (iii) the EU MSFD (2008/56/EC; 2010/477/EU; 2017/848/EU) is an asset;
- Excellent command of English required

ADMINISTRATIVE CLAUSES

Article 1 - Conditions for participation in the consultancy

Participants to this consultancy should be individual consultant.

The consultant must prove that he/she has all the legal and professional guarantees required for the performance of this assignment under good conditions.

Individual consultants may associate with each other to form a consultant association to complement their respective areas of expertise, or for other reasons. They must clearly identify the lead consultant, who will be the legal representative of the consultant association. The consultant association cannot exceed two experts.

Article 2 - Composition and presentation of offers

The submitted offer must include separately: (i) a technical offer, (ii) administrative documents, and (iii) a financial offer.

The services provided as part of this assignment consist of an overall fixed and non-revisable cost.

2.1. Technical offer

It must contain:

- CV of the expert with his qualifications and experience/references. Particular attention must be paid to the experience in the field of marine studies and environmental conservation in the Mediterranean and the Ecosystem Approach process. If a second expert is proposed, the same documents and information should be provided.
- A methodological note on how to approach and complete the assignment;
- Planning and detailed time schedule (including a chronogram of intervention of the team in case of more than one expert involved in the offer);

Applicants are encouraged to send links to references of previous works completed on subjects relevant to the consultancy or share relevant documents by e-mail if those are not accessible online.

The selection process may include interviews (through a teleconferencing platform), as well as a pre-selection phase followed by requests for complementary information / negotiation if required.

2.2. Administrative documents

The administrative offer should include the following administrative documents:

1. A cover letter outlining the consultant's suitability for the job;
2. Document certifying the ability to practice this profession (registration certificate, for example) according to the legislation of their country with the tax number on it.
3. A sworn statement that the bidder is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission; and
4. Terms of reference signed (date, signature of the provider at the end of the document).

2.3. Financial offer

The financial offer must be expressed in US Dollars, in both tax-free and all tax-included prices. It should include all the costs connected to the provision of the service

The financial offer should also include the following documents:

- submission letter, using the template attached in Annex 1; and
- the details of the global price using the template in Annex 2.

Should any administrative documents be missing, the consultant will be contacted to complete the offer documents. If after a period of seven (10) days, the documents are still not completed the candidate will be rejected even if already chosen as best positioned.

Article 3 - Submission

Proposals must be received electronically at the following e-mail address: car-asp@spa-rac.org, before **04 March 2022 midnight UTC+1 (Tunis Time)**.

E-mails should have the following subject:

Call for consultancy n°06/2022_SPA/RAC EcApMedIII
“Consultant to undertake a desk review of available data sources, best practices and methodologies in the Mediterranean for the monitoring and assessment of seafloor damage - Applicant name”

Proposals received after this deadline will not be considered.

Article 4 - Additional information

Should questions or need for clarification related to these terms of reference and their content arise, bidders may submit a written request by e-mail to: car-asp@spa-rac.org ; cc: mehdi.aissi@spa-rac.org, samar.kilani@spa-rac.org and asma.yahyaoui@spa-rac.org no later than five (5) calendar days before the deadline for the proposal submission.

Article 5 - Terms of payment

Payment for the mission will be made as follows:

1. The 1st Instalment of 40 % will be paid upon submission of the deliverables 1 and 2 and after the review and approval of SPA/RAC;
2. The 2nd and final instalment of 60 % will be paid upon submission of final version of all deliverables, taking into consideration comments raised during CORMON meeting and after the review and approval of SPA/RAC.

All payments will be made by bank transfer after the receipt of an invoice from the contractor. Payments shall be made to a bank account held by the contractor.

Article 6 - Evaluation procedure

The evaluation will be based on combined technical and financial criteria as follows:

6.1. Technical evaluation

The technical offers will be first examined, while the financial offers remain sealed. Applications will be evaluated based on the following criteria:

- (i) Individual consultant(s) experience and diploma (60 points);
- (ii) the methodology proposed for conducting the mission (20 points), and
- (iii) the planning and detailed time schedule (including a chronogram of intervention) (20 points).

Criteria			Scoring	
			Application by one consultant	Application by a consultant association (two consultants)
Lead consultant	Experience	Experience in marine biodiversity monitoring and assessment studies in the Mediterranean with a focus on benthic habitats and	55 points maximum (12 points/study + 2 additional points/study in the	

		sea floor	Mediterranean)	
		No similar studies	0 points (In this case the offer is eliminated)	0 points (In this case the offer is eliminated)
	Diploma	Advanced University degree in marine biodiversity/ environment, such as environmental sciences, marine ecology, marine biology, etc	5 points maximum	5 points maximum
		University degree in the above-mentioned or related disciplines	3 points	3 points
		No university degree in the above-mentioned or related disciplines	0 point (In this case the offer is eliminated)	0 point (In this case the offer is eliminated)
Associate consultant	Experience	Experience in marine biodiversity monitoring and assessment studies in the Mediterranean with a focus on benthic habitats and sea floor	N/A	10 points maximum (5 points/study + 1 additional point/study in the Mediterranean)
		No similar study	N/A	0 point
	Diploma	Post-graduate university degree in marine biology or environmental sciences, or related discipline	N/A	5 points maximum
		University degree in the above-mentioned or related disciplines	N/A	3 points
		No university degree in the above-mentioned or related disciplines	N/A	0 point (In this case the offer is eliminated)
		No university degree in the above-mentioned or related disciplines	N/A	0 point (In this case the offer is eliminated)
The methodology	a. The methodology proposed	Methodology clearly presented, well developed and meets the study terms of reference and objectives	20 points maximum	
		Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	10 points	

proposed for conducting the mission, the planning and detailed time schedule (including a chronogram of intervention)	for conducting the mission	Methodology not well developed but meets the terms of reference and objectives	5 points
		Methodology not clearly presented and does not meet the study terms of reference and objectives, or No methodology presented	0 point
	b. the planning and detailed time schedule (including a chronogram of intervention)	Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and with the chronogram of intervention	<u>20 points maximum</u>
		Realistic planning but more or less well presented, fairly coherent with the time schedule and with the chronogram of intervention	10 points
		Planning unclearly presented, doesn't respect the deadline, or no planning, or no time schedule or no chronogram of intervention	0 points
Total score (100 points maximum)			... points

Any offer that has not attained the minimum score of 80 points will be eliminated.

In the event of no offer obtains 80 points or more, the call for consultancy process will be declared unsuccessful.

6.2. Financial evaluation

Once the technical evaluation has been completed, the financial offers of applicants that have not been eliminated during the technical evaluation will be examined.

The evaluation committee will check that the financial offers do not contain any obvious arithmetical errors. Any possible obvious arithmetical errors will be corrected, and the corrected figures will be taken into consideration.

The evaluation committee will then proceed to a financial comparison. The lowest financial offer that is judged acceptable will receive 100 points. The other offers will be attributed a score based on the following equation:

$$\text{Financial score} = (\text{amount of the lowest accepted offer} / \text{amount of the offer in question}) \times 100$$

6.3. Conclusions of the evaluation committee

The choice of the best offer is achieved by weighting the technical and financial scores using a distribution key of 80/20 basis. To this end:

- The technical score will be multiplied by a coefficient of 0.80.
- The financial score will be multiplied by a coefficient of 0.20.

The weighted technical - financial scores thus calculated will be added to ascertain the offer with the best technical and financial score.

If two offers obtain the same weighted technical-financial scores, preference will be given to the applicant in the following order:

- having obtained the best technical score.
- having obtained the best score for methodology.
- having obtained the best total score for experience and qualifications of experts.

Note: The selection process may include interviews (through a teleconferencing platform), as well as a pre-selection phase followed by requests for complementary information / negotiation if required.

Article 7 - Monitoring, control and validation of the work

The consultant will work under the supervision of SPA/RAC. The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 4 (Deliverables) and section 6 (Time schedule) of the technical specifications.

Article 8 - Deadline for the execution of the mission

The time duration for carrying out the study of this contract is nine (09) months as from the date of signature of the contract, including the deadlines for handing in the final documents and deliverables according to the following timeline:

Deliverables		Deadlines
<p><u>Deliverable 1:</u> Work plan and Timeline</p> <p>Production of 1 document (word) detailing the work plan and timeline.</p>	Detailed work plan and timeline	One week after the contract signature
<p><u>Deliverable 2:</u> Elaborate the first draft of the desk review of available data sources, best practices and methodologies in the Mediterranean for the monitoring and assessment of seafloor damage</p> <p>Production of a (Word format) document in English</p>	Elaborate the first draft of the report on the outcomes of the desk review	3 months from the date of the contract signature
<p><u>Deliverable 3:</u> Final version of the desk review: Production of a (Word format) document in English</p>	Elaborate the final version of the desk review following comments received from SPA/RAC and the CORMON meeting (autumn 2022, TBC)	9 months from the date of the contract signature

Article 9 - Penalty

In the absence of completion by the consultant of the services at his/her charge within the contractual deadlines envisaged in section 7 of the technical specifications (Time schedule), and Article 8 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one two hundredth (1/200) of the total amount of the contract (All Taxes Included - ATI) for each calendar day of delay.

The amount of the late penalties will be deducted from the accounts. The amount of the penalties is capped at 10% of the total amount of the contract in ATI. When this threshold is reached, SPA/RAC reserves the right to terminate the contract at the holder's fault, in accordance with Article 14 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

Article 10 - Intellectual property rights, ownership of document

All legal rights throughout the world in works or inventions created by the provider in connection with the consultancy shall be allowed to SPA/RAC. The provider recognizes that such rights include, but are not limited to, copyright and other rights in written material, sound and video recordings (including films), maps, photographs, etc. as well as patents and other rights in inventions, and that the said rights enable SPA/RAC to prepare all publications, publicity material and other exploitation of the said works and inventions.

All the plans, drawings, software, photos, videos, data, presentations, study reports and any other documents, elaborated and submitted by the provider to SPA/RAC for the execution of the contract, will become and remain the property of SPA/RAC, and the consultant will submit them to SPA/RAC.

The provider does not have the right to use or copy the products resulting from this consultancy, whatever their form or their media, without the explicit written non objection of the SPA/RAC."

Article 11 - Arbitrage, dispute settlement

Every dispute arising from or in connection with this contract execution shall be solved by way of amicable negotiations by the parties. The contract is deemed to have been made in Tunisia and to be subject to Tunisian law. In case of dispute, the Court of Tunis is competent.

Article 12 - Liability and insurance

SPA/RAC does not accept any liability for acts of third parties, accidents, sickness, losses of any kind, however caused arising during the implementation of the specific actions and the production of the relative outputs expected. The bidder confirms that themselves or any involved staff will be covered by appropriate insurance.

Article 13 - Force majeure

Force majeure means any event outside the control of a party so that it is impossible for one party to carry out his obligations or the implementation of these obligations becomes so difficult that it is considered to be impossible to carry them out under such circumstances.

The party which invokes force majeure must inform its co-contractor within seven (7) days of its occurrence so that the contractual deadline will be suspended with a joint agreement between the parties for the period which is covered by the case of force majeure.

SPA/RAC has a right to assess the circumstances of the impediments invoked by the holder as a case of force majeure to see if they are convincing, and if this should not be the case, then the days of discontinued work will be accounted for as days of delay.

Failure by either party to fulfil any of its contractual obligations does not entail a contract termination or failure to fulfil its contractual obligations if such a failure is due to a case of force majeure, if the party that finds itself in such a situation has done the following:

- a. has taken all the reasonable precautions and measures to allow it to comply with the terms and conditions of the contract; and
- b. has informed the other party of the event, as soon as possible. Any timeline given to a party for the execution of its contractual obligation will be prolonged by a period which is equal to the period during which that party was prevented from fulfilling its obligations.

Any timeline given to a party for the execution of its contractual obligations will be prolonged by a period which is equal to the period during which that party was unable to fulfil its obligations due to the case of force majeure.

Article 14 - Cancellation conditions

SPA/RAC could cancel the contract in case of non-respect of the deadline of execution (Article 8: Deadline for the execution of the mission) or of non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 2 of the technical specifications: Tasks to be undertaken), and in the case described in the Article 9 (Penalty), when the amount is capped at 10% of the total amount of the consultancy. In case of cancellation, the payment will be

done in proportion to the tasks already carried out and judged satisfactory.

Article 15 - Provisional and final acceptance

The provisional acceptance is pronounced after complete completion of the services covered by this consultancy i.e. after the completion of the service described in section 2 tasks to be undertaken of the technical specifications, and Article 8 (Deadline for the execution of the mission).

The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report issued by the SPA/RAC no later than 30 days from receipt of the deliverables and at the written request of the service provider and the signing of a report of completion of the work/services jointly by the service provider and SPA/RAC.

The Service Provider shall, however, correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

Final acceptance will be given one (1) month after the date of provisional acceptance without reservation of the contract. The final acceptance report will only be delivered once the service provider has fulfilled all his obligations resulting from sections 2 (Tasks to be undertaken) and section 4 (Delivrables) of the "Technical Specifications" and after corrections of all deficiencies signaled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

I, the undersigned (Lead expert), after having taken due note of

the dossier documents of the call for consultancy N°
launched by

....., pertaining to a mission of
.....

..... I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is
(.....) US Dollars. I take due note of the fact that you are not obliged to proceed with the tendering

procedure and that I cannot claim a compensation. I pledge that the conditions in my offer will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the date for the deadline for the receipt of tenders. SPA/RAC pledges to pay the amount after the signing of a convention into the bank current account of the Bank In the name of
.....

Under
the number of RIB (BIC – IBAN)

In, on

(Name,
first name
and
function)
Right for
submission
(Signature)

ANNEX 2 DETAILS OF TOTAL PRICE

The bidder, in support of its bid, should provide a breakdown of each unit price according to the following model:

Designation	Unit price	Tasks 1		Tasks 2		Tasks 3 ...		Total Tasks (1+2+3...)	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
Fees									
Lead consultant									
Associate consultant									
Other costs									
Travel and accommodation									
Other costs necessary for the proper execution of the present consultancy									
Sub-total / task (excluding VAT)									
TOTAL Excluding VAT									
VAT Amount									
TOTAL All Taxes Included									

Amount of the offer excluding Tax is fixed at the sum of

Amount of the VAT is fixed at the sum of

Amount of the offer is fixed at the sum of..... All Taxes Included (ATI).

(Signature and official stamp of the bidder)