



**Mediterranean
Action Plan**
Barcelona
Convention



*The Mediterranean
Biodiversity
Centre*

CALL FOR CONSULTANCY N°35/2021_SPA/RAC ABIOMMED

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

**“Development of the Barcelona Convention IMAP
Ecological Objective 6 on sea floor integrity”**

TECHNICAL SPECIFICATIONS

1. SPA/RAC'S PRESENTATION

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention to assist the Mediterranean countries in implementing the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) of the Barcelona Convention. Tunisia has been hosting the Centre since its establishment in 1985. The Centre works under the auspices of the United Nations Environment Programme/ Mediterranean Action Plan (UNEP/MAP) - Barcelona Convention Secretariat, based in Athens, Greece.

SPA/RAC's main objective is to contribute to the protection, preservation and sustainable management of marine and coastal biological diversity in the Mediterranean and in particular the creation and effective management of marine and coastal areas of natural and cultural value and the conservation of threatened and endangered species of flora and fauna in the Mediterranean.

For more information, please consult: www.spa-rac.org.

2. BACKGROUND

The Contracting Parties (CP) to the Barcelona Convention adopted (CoP 19, Athens 2016) the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) (Decision IG.22/7) within the Ecosystem Approach (EcAp) process. The IMAP requirements, in coherence with the European Union (EU) Marine Strategy Framework Directive (MSFD), focus on agreed Ecological Objectives (EOs) and their related common 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 (i.e., proposals of indicators, Good Environmental Status (GES) description and related targets of EO4 and EO6 were discussed in the early stage of the EcAp process implementation. However, it was agreed that these 2 EO needed further work considering the lack of data and knowledge gaps on marine food webs and sea floor integrity in Mediterranean).

With the support of the ABIOMMED project "*Support Coherent and coordinated assessment of biodiversity and measures across the Mediterranean for the next 6-year cycle of the MSFD implementation*", financed by the EU, SPA/RAC will be working on the development of the EO6 on seafloor integrity and its related common indicators, GES definition and environmental targets, in coherence with the EU MSFD descriptor 6 and in particular the recent work of Technical Group on seabed habitats and sea-floor integrity (TG Seabed).

3. OBJECTIVE AND SCOPE

The aim of this consultancy is to develop the IMAP Ecological Objective 6 on sea floor integrity: i) GES definitions, ii) related environmental targets and iii) the list of the common indicators in the framework of the Ecosystem Approach process of the Barcelona Convention.

4. TASKS TO BE UNDERTAKEN

The consultant will be in charge of the following tasks:

1. Prepare a detailed work plan and timeline for the assignment;
2. Undertake a desk review to provide available information on sea floor integrity (EO6) in the Mediterranean in terms of :
 - i. existing policy context;

- ii. scientific publications/work and in particular the work of MSFD Technical Group on seabed habitats and sea-floor integrity;
 - iii. data sources/sets;
 - iv. methodologies for monitoring and assessment;
 - v. relevant ongoing/concluded initiatives/projects at regional, sub-regional or national levels;
 - vi. regional/national institutions or key persons/experts working on sea floor integrity in the Mediterranean;
3. Examine the proposal of the EO6 (, GES description, related Targets and indicators) elaborated in 2013 available in the document UNEP(DEPI)/MED WG.382/15: "[Proposed GES and Targets regarding Ecological Objectives on biodiversity and fisheries \(Joint session of the Eleventh Meeting of Focal Points for SPAs and COR-GEST on Biodiversity & Fisheries\)](#)";
 4. Based on tasks 2 and 3, provide a revised and further developed proposal of the IMAP EO6 on sea floor integrity (i.e. GES description, related environment targets and the list of the common indicators), that should include also:
 - i. the broad benthic habitats to be considered based on the Updated Reference List of Marine Habitat Types for the Selection of Sites to be Included in the National Inventories of Natural Sites of Conservation Interest in the Mediterranean;
 - ii. the human activities (pressure's sources) to be considered;
 - iii. information about the existence (or not) of baseline data in relation to each indicator;
 - iv. the linkages (direct or indirect) with the other EO, related to the state (biodiversity/EO1; marine food webs/EO4) and pressure (NIS/EO2; Fisheries/EO3; Pollution/EO5, EO9; Marine Litter/EO10; Hydrography/EO7, EO8); and
 - v. Contribute to the work of the Online Working Group (OWG) regarding marine habitats and the CORMON Biodiversity (the proposal should be discussed and reviewed by the OWG and endorsed by the CORMON).

5. DELIVERABLES

Deliverables		Deadlines
<p>Deliverable 1: Work plan and timeline</p> <p>Production of 1 document (Word format) detailing the work plan and timeline.</p>	Detailed work plan and timeline	One week after the contract signature
<p>Deliverable 2: First draft of EO6 proposal</p> <p>Production of a (Word format) document in English</p>	<p>Elaborate the first draft of the EO6 proposal that will include:</p> <ul style="list-style-type: none"> ❖ <u>the state of the Art of sea floor integrity in the Mediterranean:</u> <ul style="list-style-type: none"> ▪ Policy context (Barcelona Convention, EU MSFD) ▪ In the context of other regional seas Conventions (i.e., OSPAR, HELCOM); ▪ all the available information on sea floor integrity in the Mediterranean in terms of scientific publications/work (in particular the work of MSFD CIS Technical Group on seabed habitats and sea-floor integrity), data sources/sets, methodologies for monitoring and assessment, relevant ongoing/concluded initiatives/projects at regional, sub-regional or national levels; regional/national institutions or key persons/experts working on sea floor integrity in the Mediterranean, etc. ❖ <u>Review of the 2013 EO6 proposal in UNEP(DEPI)/MED WG.382/15</u> 	15 March 2022

	<ul style="list-style-type: none"> ❖ <u>Proposal of revised and further developed EO6</u> ▪ it should be done based on the information gathered on the state of the art and the review of the previous EO6 proposal; ▪ it includes, GES description and related environmental targets and the list of the common indicators ▪ it should include also a proposal on: <ul style="list-style-type: none"> i. the benthic habitats to be considered; ii. the human activities (pressure's sources) to be considered; iii. information about the existence (or not) of baseline data in relation to each indicator and target; iv. the linkages (direct or indirect) with the other EOs, related to the state (biodiversity & marine food webs) and pressure (NIS, Fisheries, Pollution, hydrography); 	
<p>Deliverable 3: Meetings of the OWG and elaboration of the second draft</p> <p>Production of a (Word format) document in English</p>	<p>Contribute and facilitate the discussion of the OWG meetings on the draft proposal of the EO6 (the meetings of the OWG are foreseen for the period between April to September 2022)</p> <p>Elaborate the second draft of the EO6 proposal that takes in consideration the OWG comments</p>	30 September 2022
<p>Deliverable 4: Final version of EO6 proposal</p> <p>Production of a (Word format) document in English</p>	<p>Elaborate the final version of the EO6 proposal following comments received during the CORMON meeting (in 2023, month tbc)</p>	15 May 2023

6. SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of SPA/RAC ABIOMMED Project Officer, SPA/RAC EcAp officer, Ecosystem Conservation officer and the overall supervision of the SPA/RAC director.

7. TIME SCHEDULE

The contract duration will start from the date of its signature and will be concluded no later than 30 May 2023.

The estimated working days for the contract implementation are about thirty-two (32) effective working days (WD). Working days are split as follows:

Deliverables	Estimated WD
Deliverable 1: Work plan and timeline	01
Deliverable 2: Draft of the document on EO6 proposal	22
Deliverable 3: Meetings of the OWG on benthic habitats and CORMON	05
Deliverable 4: Final version of the document on EO6 proposal	04

8. 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 integrity and benthic habitats ;
- Relevant experience in monitoring and assessment of the marine environment and its ecosystem component with a focus on seafloor integrity and benthic habitats;
- 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.

ADMINISTRATIVE CLAUSES

Article 1 - Conditions for participation in the consultancy

Participants to this consultancy should be individual consultants.

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 offer

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:

- Personal CV indicating all experience in the field of marine biodiversity studies and conservation with a focus on benthic habitats and sea floor integrity, as well as the experience and references regarding similar studies and reference; If a second expert is proposed, the same documents and information should be provided.
- A detailed methodological note on how the consultant intends to approach and implement the assignment;
- Planning and detailed time schedule (and chronogram of intervention of the team in case of 2 experts 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 Euros, 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 ten (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 **9 December 2021, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject:

“Call for consultancy n°35/2021_SPA/RAC - “Development of the IMAP Ecological Objective 6 on sea floor integrity”- 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, in cc: asma.yahyaoui@spa-rac.org and mehdi.aissi@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 instalment of 30 % will be paid upon submission of deliverable 3, after the review and approval of SPA/RAC.
3. The 3rd and final instalment of 30 % will be paid upon submission of deliverable 4, 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 (2 consultants)
Lead consultant	Experience	Experience in marine biodiversity monitoring and assessment studies in the Mediterranean with a focus on	55 points maximum (12 points/study + 2 additional)	40 points maximum (8 points/study + 2 additional)

		benthic habitats and sea floor integrity	points/study in the Mediterranean)	points/study in the Mediterranean)
		No similar studies	0 points <i>(In this case the offer is eliminated)</i>	0 points <i>(In this case the offer is eliminated)</i>
	Diploma	Post-graduate university degree in marine biology or environmental sciences, geography, economics, social sciences, political science, law, development studies or related discipline	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 <i>(In this case the offer is eliminated)</i>	0 point <i>(In this case the offer is eliminated)</i>
Associate consultant	Experience	Experience in marine biodiversity monitoring and assessment studies in the Mediterranean with a focus on benthic habitats and sea floor integrity	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 <i>(In this case the offer is eliminated)</i>
The methodology proposed for conducting the mission, the planning and detailed time schedule (including a chronogram of intervention)	a. The methodology proposed for conducting the mission	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	
		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	20 points maximum	
		Realistic planning but more or less well presented, fairly	10 points	

		coherent with the time schedule and with the chronogram of intervention	
		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:

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

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, supervision 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 deliverable 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 maximum time allocated for carrying out the study is about thirty-two (32) working days (WD)) 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>Deliverable 1: Work plan and timeline Production of 1 document (Word format) detailing the work plan and timeline.</p>	Detailed work plan and timeline	One week after the contract signature
<p>Deliverable 2: First draft of EO6 proposal Production of a (Word format) document in English</p>	<p>Elaborate the first draft of the EO6 proposal that will include:</p> <ul style="list-style-type: none"> ❖ <u>the state of the Art of sea floor integrity in the Mediterranean:</u> <ul style="list-style-type: none"> ▪ Policy context (Barcelona Convention, EU MSFD) ▪ In the context of other regional seas Conventions (i.e., OSPAR, HELCOM); ▪ all the available information on sea floor integrity in the Mediterranean in terms of scientific publications/work (in particular the work of MSFD CIS Technical Group on seabed habitats and sea-floor integrity), data sources/sets, methodologies for monitoring and assessment, relevant ongoing/concluded initiatives/projects at regional, sub-regional or national levels; regional/national institutions or key persons/experts working on sea floor integrity in the Mediterranean, etc. ❖ <u>Review of the 2013 EO6 proposal in UNEP(DEPI)/MED WG.382/15</u> ❖ <u>Proposal of revised and further developed EO6</u> <ul style="list-style-type: none"> ▪ it should be done based on the information gathered on the state of the art and the review of the previous EO6 proposal; ▪ it includes, GES description and related environmental targets and the list of the common indicators ▪ it should include also a proposal on: <ul style="list-style-type: none"> v. the benthic habitats to be considered; vi. the human activities (pressure's sources) to be considered; vii. information about the existence (or not) of baseline data in relation to each indicator and target; viii. the linkages (direct or indirect) with the other EOs, related to the state (biodiversity & marine food webs) and pressure (NIS, Fisheries, Pollution, hydrography); 	15 March 2022
<p>Deliverable 3: Meetings of the OWG and elaboration of the second draft Production of a (Word format) document in English</p>	<p>Contribute and facilitate the discussion of the OWG meetings on the draft proposal of the EO6 (the meetings of the OWG are foreseen for the period between April to September 2022)</p> <p>Elaborate the second draft of the EO6 proposal that takes in consideration the OWG comments</p>	30 September 2022
<p>Deliverable 4: Final version of EO6 proposal Production of a (Word format) document in English</p>	Elaborate the final version of the EO6 proposal following comments received during the CORMON meeting (in 2023, month tbc)	15 May 2023

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 9 (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 15 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

Article 10 - Copyright, ownership of document

All the plans, drawings, software, photos, videos, data, presentations, study reports and any other documents, elaborated and submitted by the consultant 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 names and logos of UNEP/MAP - SPA/RAC must be displayed appropriately in the documentation to be produced in the framework of this consultancy.

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 9: 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 4 of the technical specifications: Tasks to be undertaken), and in the case described in the Article 10 (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.

**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 (.....) EURO. 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 ofAll Taxes Included (ATI).

(Signature and official stamp of the bidder)