



**Mediterranean  
Action Plan**  
Barcelona  
Convention



*The Mediterranean  
Biodiversity  
Centre*

## **CALL FOR CONSULTANCY N°18/2023\_SPA/RAC ABIOMMED**

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

**“The state of the art regarding GES and the effects of climate change in  
its determination in the Mediterranean”**

# 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](http://www.spa-rac.org).

## 2. BACKGROUND

Contracting Parties to the Barcelona Convention decided in 2008 through their COP 15 [Decision IG.17/6](#) to progressively apply the Ecosystem Approach to the management of human activities that may affect the Mediterranean marine and coastal environment for the promotion of sustainable development, and adopted a roadmap for its implementation.

The overall objective of the implementation of the Ecosystem Approach roadmap is to achieve and maintain a Good Environmental Status (GES) of the Mediterranean Sea and coasts.

To describe GES, Contracting Parties adopted a list of 11 Ecological Objectives (EO), addressing all key elements of the Mediterranean marine and coastal environment: EO1 (Biodiversity), EO2 (Non-indigenous species), EO3 (Harvest of commercially exploited fish and shellfish), EO4 (Marine food webs), EO5 (Eutrophication), EO6 (Sea-floor integrity), EO7 (Hydrography), EO8 (Coastal ecosystems and landscapes), EO9 (Pollution), EO10 (Marine litter), EO11 (Energy including underwater noise). They have been further broken down into Operational Objectives (COP 17 [Decision IG.20/4](#)), as well as GES definitions and associated targets (COP 18 [Decision IG.21/3](#)).

In view of establishing a coherent region-wide framework for monitoring and assessing the GES in the Mediterranean, the Contracting Parties adopted in 2016 the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) (COP 19 [Decision IG.22/7](#)). IMAP sets out all the required elements to cover in an integrated manner monitoring and assessment of biodiversity and fisheries, pollution and marine litter, and coast and hydrography. It covers 23 common indicators and 4 candidate indicators.

Achieving GES requires a good understanding of marine ecosystems and how multiple human activities and other source of pressures impact the environment.

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 and the National Research Council (CNR) in Italy will be working together with other project partners (ISPRA and Plan Bleu) on implementing task 6.2 "the review of the different elements associated to GES assessment in the Mediterranean including climate change". The main objective of this task is to establish a regional dialogue with the scientific communities in order to support the way toward a solid and concrete definition and assessment of GES, in its intrinsic and complex dimension exploring the potential effects of climate change and cumulative pressures, and to strengthen knowledge and scientific understanding of GES achievement.

### 3. OBJECTIVE AND SCOPE

The aim of this consultancy is to elaborate the state of knowledge and gaps on GES and available information on the climate change and its effects on GES determination in the Mediterranean.

### 4. TASKS TO BE UNDERTAKEN

The consultant will be in charge of the following tasks:

1. Contribute to the elaboration of deliverable 6.2 “the state of the art regarding the available information/datasets on GES and the effects of climate change and other cumulative pressures in its determination in the Mediterranean, with recommendations and way forward” (see a preliminary draft outline in annex 1) that includes a desk review:
  - to provide a state of knowledge and gaps on GES in the Mediterranean, (gathering and valuating information from the IMAP, MSFD);
  - on available information on the climate change in the Mediterranean and its effects in GES determination
2. Contribute to the facilitation of a workshop dedicated to scientists from the Mediterranean with the aim to share knowledge and discuss the effect of climate change on determining and achieving GES and its role in the assessment.

### 5. TIME DURATION AND DELIVERABLES

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

The contract deliverables and timeline of their submission should be carried out in conformity to the following table:

<b>Deliverables</b>	<b>Deliverable duration</b>	<b>Deadlines</b>
<b>Deliverable 1:</b> Work plan and timetable	One week	One week after contract signature
<b>Deliverable 2:</b> First draft report on “the state of the art regarding the available information on GES and the effects of climate change and other cumulative pressures in its determination in the Mediterranean, with recommendations and way forward”	One month and two weeks	One month and two weeks after the contract signature
<b>Deliverable 3:</b> Participation and facilitation of the workshop Elaborate the report of the workshop	One week	One month and two weeks after the contract signature
<b>Deliverable 4:</b> Final version of the report on “the state of the art regarding the available information on GES and the effects of climate change and other cumulative pressures in its determination in the Mediterranean, with recommendations and way forward” updated following the recommendations and inputs of the workshop	One month	Three months after the signature of the contract

### 6. SUPERVISION AND COLLABORATION

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

## **7. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS**

The consultant should meet the following criteria:

- Advanced University degree in marine environment, such as environmental sciences, marine ecology, marine biology, etc.;
- Advanced experience in marine environment studies and conservation;
- Relevant experience in monitoring and assessment of the marine environment and its ecosystem component;
- Good knowledge of (i) the Mediterranean marine environment, (iii) the implementation of the Barcelona EcAp/IMAP process ; (iii) and the EU MSFD (2008/56/EC; 2010/477/EU; 2017/848/EU).

# ADMINISTRATIVE CLAUSES

## Article 1 - Conditions for participation in the consultancy

Are eligible for the call of consultancy: individual consultants.

## 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.

The estimated number of net working days to implement the tasks and deliverables of this contract are 25 effective working days (WD). They are estimated as follows:

**Deliverable 1:** 1 day

**Deliverable 2:** 14 days

**Deliverable 3:** 5 days

**Deliverable 4:** 5 days

### 2.1. Technical offer

It must contain:

1. A cover letter outlining the consultant's suitability for the job.
2. Personal CV indicating all experience in the field of marine assessment studies as well as the experience and references regarding similar studies and reference;
3. A detailed methodological note on how the consultant intends to approach and implement the assignment.
4. 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. 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.
2. 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.
3. Terms of reference signed (date, signature of the provider at the end of the document).

If the original administrative documents are not in English or French, it should be provided with additional copies translated into English or French by a sworn translator. Should any of the administrative documents be missing, the tenderer will be contacted to complete the missing offer documents within a period of ten (10) days. If after a period of ten (10) days, the documents are still not complete the offer will be eliminated.

### 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 Annex1; and
- the details of the global price using the template in Annex 2.

### **Article 3 - Submission**

Proposals must be received electronically at the following e-mail address:

[car-asp@spa-rac.org](mailto:car-asp@spa-rac.org), before **10 April 2023, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject:

**“Call for consultancy n°18/2023\_SPA/RAC - “The state of the art regarding GES and the effects of climate change in its determination in the Mediterranean”- 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](mailto:car-asp@spa-rac.org), in cc: [asma.yahyaoui@spa-rac.org](mailto:asma.yahyaoui@spa-rac.org), [yassineramzi.sghaier@spa-rac.org](mailto:yassineramzi.sghaier@spa-rac.org) and [samar.kilani@spa-rac.org](mailto:samar.kilani@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 first 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 second instalment of 30 % will be paid upon submission of deliverable 3, after the review and approval of SPA/RAC.
3. The third instalment of 20 % will be paid upon submission of deliverable 4 and 5, after the review and approval of SPA/RAC.
4. the balance after the completion of the work and submission of all its final version deliverables and delivery by SPA/RAC of the final acceptance certificate. This payment is also conditioned by a certificate from SPA/RAC that the service provider has accomplished all its contractual obligations and duties at SPA/RAC satisfaction.

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:

1. Experts / Individual consultant(s) capacity and expertise (65 points);
2. Methodology, organization, and schedule (35 points).

Criteria		Scoring	
<b>Individual consultant</b>	Experience in <i>assessment studies of the marine environment and indicators-based assessment of the impacts and pressures on the status of marine environment in the Mediterranean</i>	<b>60 points Maximum</b> (15 points / study)	
	No similar study	0 points (in this case the offer is eliminated)	
	Post-graduate university degree studies and marine environment conservation, marine biology, marine science or equivalent field	<b>5 points maximum</b>	
	University degree in the above-mentioned fields	3 points	
	No university degree in the above-mentioned fields -	0 point (in this case the offer is eliminated)	
<b>3- Methodology, time planning schedule, chronogram of intervention of the team</b>	<b>The methodological note evaluation</b>	Methodology clearly presented, well developed, and meets the terms of reference and the study's objectives	<b>20 points maximum</b> Points awarding can be done in various ways
		Methodology more or less well developed but clearly meets the terms of reference and the study's objectives	15 points
		Methodology poorly developed and meets partially the terms of reference and the study's objectives	8 points
		Methodology not clearly presented and does not meet the terms of reference and the study's objectives, or no methodology presented	0 points
	<b>Planning and time schedule, and chronogram</b>	Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and chronogram of intervention	<b>15 points maximum</b>
		Realistic planning but more or less well presented, fairly coherent with the time schedule and the chronogram of intervention	8 points
		Planning unclearly presented, doesn't respect the deadline, or no planning or no time schedule or no chronogram of intervention	0 point

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, 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 - 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 9 - 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 control and authorize, where appropriate 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 10 - 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 11 - 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 12 - 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 13 - Cancellation conditions**

SPA/RAC could cancel this contract through a notification in writing addressed to the tenderer after one of the events indicated in the following paragraphs:

- a. no respect of the deadline of the execution in application of Article 8 (Deadline for the execution of the mission);
- b. in the case described in the Article 9 (Penalty) when the amount is capped at 10% of the total amount of the contract;
- c. 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),
- d. If the tenderer goes bankrupt or into receivership.

- e. If, after a case of force majeure, the holder is unable to execute a substantial part of the Services for a period equal to at least sixty (60) days;
- f. If the tenderer was involved in corruption or fraudulent manipulations in order to obtain the contract or during the execution of the contract. For the purpose of the clause: a person is guilty of "corruption" if he/she offers, gives, solicits or accepts any kind of advantage in order to influence the action of a public official during the selection or the execution of the contract; and undertakes "fraudulent manipulations" which distort or denature the facts so as to influence the selection or the execution of the contract to the detriment of the borrower; by "fraudulent manipulations" is meant any agreement or collusive manipulation of the tenderers (before or after submitting the proposals) so as to artificially maintain the prices of the tenders at levels which do not correspond to prices which would have resulted from free and open competition and which deprive the borrower of the advantages of free and open competition; or
- g. If SPA/RAC, on its own initiative and for any reason whatsoever, decides to terminate the contract.

## **ARTICLE 14 – Conflict of interests**

### **14.1- Prohibition of incompatible activities**

The contract tenderer, the personnel and agents must not engage, directly or indirectly, during the contract implementation period, in professional or commercial activities which could be incompatible with the activities with which they have been entrusted due to the present contract.

### **14.2- Non-participation of the holder and his associates in certain activities**

The tenderer and his associates are prohibited, during the contract duration and at the end of the contract period, to provide good, works or services means for any project stemming from the services or closely connected with the present contract services (except for the implementation of the present contract services and their continuation).

## **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 (Deliverables) of the "Technical Specifications" and after corrections of all deficiencies signalled 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 ..... (.....) 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
<b>Fees</b>									
Lead consultant									
Associate consultant									
<b>Other costs</b>									
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)**