



**Mediterranean
Action Plan**
Barcelona
Convention



*The Mediterranean
Biodiversity
Centre*

CALL FOR CONSULTANCY N° 16/2021_SPA/RAC MEDREGION

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

“Development of an advice document in regard to further determining the Good Environmental Status, indicators and environmental targets for the Ecosystem approach Ecological Objective 6 (sea floor integrity)”

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.

The Contracting Parties (CPs) to the Barcelona Convention agreed to implement the Ecosystem Approach (EcAp) process. In their 19th COP (Athens 2016), the CPs adopted the *Integrated Monitoring and Assessment Programme of the Mediterranean Sea (IMAP)* (Decision IG.22/7).

Regarding Biodiversity component, the current IMAP only covers the common indicators of the Ecological Objectives (EO) related to biodiversity (EO1), non-indigenous species (EO2) and harvest of commercially exploited fish and shellfish (EO3). 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 EOs needed further work considering the lack of data and knowledge gaps on marine food webs and sea floor integrity in Mediterranean ecosystems).

The application of the EcAp/IMAP process in the Mediterranean should be done in synergy with the implementation of the European Union (EU) Marine Strategy Framework Directive (MSFD).

The project MEDREGION “*Support Mediterranean Member States towards the implementation of the MSFD new Decision and Programmes of Measures and Contribute to regional and subregional cooperation*” is a supporting project for the second cycle of the MSFD Implementation, it has a strategic role in the frame of the Common Implementation Strategy (CIS) of the MSFD.

The overall objective of this project is to provide the necessary support to the CIS for the coordinated implementation of the New GES Decision and a useful platform for the necessary Regional and Sub-regional cooperation, to support the further development of the Programmes of Measures.

It is precisely under this strategic perspective that the involvement of the UNEP/MAP system (UNEP/MAP as member of the Advisory Board, and INFO/RAC, SPA/RAC and PLAN BLUE as associated partners) plays an essential role, considering the regional and cross-border aspects that involve both the Mediterranean EU and non-EU context.

Therefore, one of the main objectives of the MEDREGION project is to provide a strong effective links between the MSFD and the EcAp process as well as with the non-EU Mediterranean countries (through UNEP/MAP system), in order to communicate the project's outcomes to the ongoing work of the Barcelona Convention on the implementation of the EcAp/IMAP.

In this regard, the development of the full set of the common indicators related to the biodiversity component (i.e., related to marine food webs (EO4) and sea floor integrity (EO6)) is needed in order to be in synergy with the MSFD in terms of monitoring of the ecosystem's components and assessment of GES in the Mediterranean Sea and Coast.

2. OBJECTIVE AND SCOPE

The aim of this consultancy is to elaborate an advice document providing a work basis and recommendations for further development of EO6 (sea floor integrity, the complete title is: “Sea-floor integrity is maintained, especially in priority benthic habitats”) in the framework of the Barcelona Convention EcAp process, in synergy with the EU MSFD Descriptors (D) 6.

3. 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 in the Mediterranean in terms of :
 - i. scientific publications/work,
 - ii. data sources/sets,
 - iii. methodologies for monitoring and assessment,
 - iv. relevant ongoing/concluded initiatives/projects at regional, sub-regional or national levels;
 - v. regional/national institutions or key persons/experts working on sea floor integrity in the Mediterranean;
3. Provide background information, through a desk review and consultation with SPA/RAC, on the EcAp EO6 in the context of the Barcelona Convention, EU MSFD (D6), and other regional seas conventions (i.e. OSPAR, HELCOM);
4. Examine the already proposed indicators, GES description and related Targets for EO6 in the document UNEP(DEPI)/MED WG.382/15: “[Proposed GES and Targets regarding Ecological Objectives on biodiversity and fisheries \(Joint session of the Eleventh Meeting of Focal Points for SPAs and COR-GEST on Biodiversity & Fisheries\)](#)”; and provide, based on the Expert judgement, the following:
 - 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);
 - v. further consideration regarding the geographical scale;
 - vi. guidance and recommendations for the way forward to have a fully operational EO6 included in the IMAP (ex. is there a necessity to review the already proposed indicators and related targets? what are the most important elements/aspects that needs to be the focus for this EO6? etc.), taking into consideration all the collected/proposed information in task 2,3 and 4.

4. DELIVERABLES

	Deliverables	Deadlines
Deliverable 1: Work plan and timeline Production of 1 document (Word format) detailing the work plan and timeline.	Detailed work plan and timeline	One week after the contract signature
Deliverable 2: First draft of the Advice document on EO6 Production of a (Word format) document in English	Elaborate the first draft of the advice document on EO6 that will include: <ul style="list-style-type: none"> ❖ <u>the state of Art of sea floor integrity in the Mediterranean:</u> ▪ all the available information collected through the desk review on sea floor integrity in the Mediterranean in terms of scientific publications/work, data sources/sets, 	25 June 2021

	<p>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.</p> <ul style="list-style-type: none"> ▪ the background information (collected through desk review and SPA/RAC consultation) on the EcAp EO6 in the context of the Barcelona Convention, the EU MSFD (D6) and other regional seas conventions (i.e., OSPAR, HELCOM); <ul style="list-style-type: none"> ❖ <u>Analysis, recommendations, and way forward:</u> ▪ the analysis (based on the Expert judgement) of the proposed indicators, GES description and related Targets for EO6 in the document UNEP(DEPI)/MED WG.382/15, covering the following aspects: <ol 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); v. further consideration regarding the geographical scale; vi. guidance and recommendations for the way forward to have a fully operational EO6 included in the IMAP (ex. is there a necessity to review the already proposed indicators and related targets? what are the most important elements/aspects that needs to be the focus for this EO6? etc.), taking into consideration all the collected/proposed information in task 2,3 and 4. 	
<p>Deliverable 3: Final version of the Advice document on EO6</p> <p>Production of a (Word format) document in English</p>	<p>Elaborate the final version of the advice document on EO6 following SPA/RAC comments</p>	<p>15 July 2021</p>

5. SUPERVISION AND COLLABORATION

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

6. TIME SCHEDULE

The contract duration will start from the date of its signature and will be concluded no later than July 23rd,2021.

The estimated working days for the contract implementation are about twenty-five (25) effective working days (WD). Working days are split as follows:

Deliverables	Estimated working days
Deliverable 1: Work plan and timeline	01
Deliverable 2: Draft of the advice document on EO6	21
Deliverable 3 : Final version of the advice document on EO6	03

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;
- Relevant experience in monitoring and assessment of the marine environment and its ecosystem component;
- 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.

ADMINISTRATIVE CLAUSES

Article 1 - Conditions for participation in the consultancy

Participants to this consultancy should be individual consultants.

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 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. 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
3. 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.

Should any administrative documents be missing, the consultant will be contacted to complete the offer documents. If after a period of seven (07) 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 **15 April 2021, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject:

“Call for consultancy n°16/2021_SPA/RAC - “Development of an advice document in regard to further determining Good Environmental Status (GES), indicators and environmental targets for the Ecosystem approach Ecological Objective EO6 (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 and final instalment of 60 % will be paid upon submission of deliverable 3, 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 sea floor integrity	<u>55 points maximum</u> (12 points/study + 2 additional points/study in the Mediterranean)	<u>40 points maximum</u> (8 points/study + 2 additional 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	<u>5 points maximum</u>	<u>5 points maximum</u>

		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 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 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:

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

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 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 maximum time allocated for carrying out the study is about twenty-five (25) 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</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>Deliverable 2: First draft of the Advice document on EO6</p> <p>Production of a word document in English</p>	<p>Elaborate the first draft of the advice document on EO6 that will include:</p> <ul style="list-style-type: none"> ❖ <u>the state of Art of sea floor integrity in the Mediterranean:</u> ▪ all the available information collected through the desk review on sea floor integrity in the Mediterranean in terms of scientific publications/work, data sources/sets, 	25 June 2021

	<p>methodologies for monitoring and assessment, 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.</p> <ul style="list-style-type: none"> ▪ the background information (collected through desk review and SPA/RAC consultation) on the EcAp EO6 in the context of the Barcelona Convention, the EU MSFD (D6) and other regional seas conventions (i.e., OSPAR, HELCOM); <ul style="list-style-type: none"> ❖ <u>Analysis, recommendations, and way forward:</u> ▪ the analysis (based on the Expert judgement) of the proposed indicators, GES description and related Targets for EO6 in the document UNEP(DEPI)/MED WG.382/15, covering the following aspects: <ul style="list-style-type: none"> vii. the benthic habitats to be considered; viii. the human activities (pressure's sources) to be considered; ix. the existence (or not) of baseline information; x. the linkages (direct or indirect) with the other EOs, related to the state (biodiversity & marine food webs) and pressure (NIS, Fisheries, Pollution, hydrography); xi. further consideration regarding the geographical scale; xii. guidance and recommendations for the way forward to have a fully operational EO6 included in the IMAP (ex. is there a necessity to review the already proposed indicators and related targets? what are the most important elements/aspects that needs to be the focus for this EO6? etc.), taking into consideration all the collected/proposed information in task 2,3 and 4. 	
<p>Deliverable 3: Final version of the Advice document on EO6</p> <p>Production of a word document in English</p>	<p>Elaborate the final version of the advice document on EO6 following SPA/RAC comments</p>	<p>15 July 2021</p>

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 fulfill any of its contractual obligations does not entail a contract termination or failure to fulfill 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 fulfill 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.