



**Mediterranean
Action Plan**
Barcelona
Convention



CALL FOR CONSULTANCY N°53/2024_SPA/RAC

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

**"DEVELOPMENT OF CRITERIA FOR FULL INVENTORY OF ECOSYSTEMS WITH THE HIGHEST
ECOLOGICAL RELEVANCE AND/OR REGENERATION POTENTIAL IN LINE WITH ACTION 12 of POST2020
SAPBIO"**

Decembre 2024

This call for consultancy document is available only in English. Offers could be made either in English or French.

TECHNICAL SPECIFICATIONS

The Specially Protected Areas Regional Activity Centre

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention in order 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 Convention². 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 the creation and effective management of marine and coastal areas of particular 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.

A- BACKGROUND

The Mediterranean Sea is one of the world's busiest shipping routes, marked by extensive industrial and commercial activities that have led to pollution, overfishing, and habitat destruction, adversely impacting marine biodiversity. Restoring the marine ecosystem is essential to maintaining a healthy and productive environment for both marine life and human use. The Mediterranean region is home to numerous unique species that play essential ecological functions; their loss would denote a significant decline in biodiversity. In addition, the Mediterranean Sea provides vital ecosystem services, including carbon sequestration, nutrient cycling, climate regulation, which are crucial for planetary health and their loss could have far-reaching consequences.

The restoration of the marine Mediterranean ecosystem is essential for preserving biodiversity, ensuring human well-being, and maintaining the planet's ecological balance. Although complex and challenging, it is necessary for the long-term health of the Mediterranean Sea and the species that depend on it. Restoration is one of the Nature-based Solutions essential to ensure more resilient ecosystems capable of providing ecosystem services and goods across the Mediterranean. Over the years, lessons learned and best practices established through various projects focusing on endemic Mediterranean species and habitats have informed this process.

Marine and coastal ecosystems with the highest ecological relevance and regeneration potential include coral reefs, mangroves, seagrass beds, wetlands, estuaries, etc.. These ecosystems can regenerate effectively if protected, making them essential for marine health, resilience against climate change, supporting biodiversity, providing coastal protection, and contributing to carbon sequestration

Under the first Goal of the Post 2020 SPABIO related to ecosystem health, the Target T.1.6 on ecosystem restoration, is **"By 2027 develop the full inventory of ecosystems with the highest ecological relevance and/or regeneration potential (as nursery areas and/or carbon stocks), and by 2030, complete the restoration of most of those selected."** It is in accordance with the target 2 of the CBD GBF and the EU Nature Restoration Law.

Developing criteria for a full inventory of marine ecosystems with the highest ecological relevance and regeneration potential (as nursery areas, carbon stocks, avoiding coastal erosion, preventing or reducing the impact of natural disasters) such as Posidonia beds, coralligenous assemblages, wetlands, and dune systems is crucial to support restoration of ecosystems providing key services, those degraded and expected to become increasingly critical in a changing climate, such as wetlands and shallow seashore habitats among others.

In this context, the Contracting Parties to the Barcelona Convention (CoP, Portorož, Slovenia, December 5-8, 2023) requested the SPA/RAC to develop "Criteria for a full inventory of ecosystems with the highest ecological relevance and/or regeneration potential (Activity2.1.1.c of the PoW for 2024-2025).

B- OBJECTIVE AND SCOPE

The main objectives of this consultancy are to develop criteria for a full inventory of marine ecosystems with the highest ecological relevance and regeneration potential (as nursery areas, carbon stocks, avoiding coastal erosion, preventing, or reducing the impact of natural disasters) such as Posidonia beds, coralligenous assemblages, wetlands, and dune systems to support contracting Parties to develop their full inventory and start restoration activities favouring nature-based solutions between the identified priority areas in line with the Action 12 on restoration of the Post2020 SAPBIO.

C- TASKS TO BE UNDERTAKEN

The consultant will perform the following key tasks:

- Conduct a desk review of all relevant existing frameworks and methodologies related to ecosystem assessment and inventory.
- Develop, criteria/indicators with scoring and weighting to assess the ecological relevance and regeneration potential of marine ecosystem and design practical and standard methodology for data collection and assessment.
- Preparation of the final criteria for a full inventory of marine ecosystems with the highest ecological relevance and regeneration potential.

The draft criteria will be subject of consultation process and reviewed at national level and regional level through relevant regional stakeholders/organisations to get feedback and comments to be integrated in the final version before its submission to the governing bodies/meetings (SPA/BD Focal Points Meetings).

D- TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The time duration of this contract is 06 (six) months starting from the date of its signature. The contract implementation will need about 36 (thirty-sixty) working days (WD) starting from the date of the contract signature, until the completion of all tasks, with the following tentative schedule:

Deliverables		Necessary Working days	Deadlines
Deliverable 1: Document (Word format) in English	Inception report, detailed scope of the work and workplan taking into account the meeting of the governing bodies of UNEP/MAP, SPA/RAC (SPA/DB Focal Point meetings planned for third week of May 2025).	One day	5 days after the contract signature
Deliverable 2: Document (Word format) in English	The draft document (Word format) in English a desk review of all relevant existing frameworks and methodologies related to ecosystem assessment and inventory. criteria/indicators with scoring and weighting to assess the ecological relevance and regeneration potential of marine ecosystem and design practical and standard methodology for data collection and assessment.	Twenty days	30 days from the submission of the deliverable 1
Deliverable 3: Document (Word format) in English	Final Document including comments of national and regional consultations & Executive Summary	Six days	10 days after receiving the comments of national and regional consultations from SPA/RAC

The consultant is expected to make innovative use of online networking, questionnaires, surveys, etc. to obtain the required information and conduct needed consultations at national and regional levels. SPA/RAC will facilitate the contact with the concerned countries and relevant partners.

This is mainly a desk-based assignment. No missions are envisaged. Any travel or participation to relevant meeting in relation with the present assignment will be decided if necessary. If decided, her/his participation to this meeting will be paid by SPA/RAC.

The Consultant and SPA/RAC will regularly inform and consult each other about the process of the elaboration of the deliverables and organise regular coordination meetings, avoiding consequently the adoption of unilateral initiatives.

All the deliverables should be elaborated and submitted in English.

E- SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC Ecosystem conservation officer and the overall supervision of the SPA/RAC director.

F- SKILLS AND EXPERIENCE REQUIRED OF CONSULTANT

The consultant is expected to have the following profile, skills and expertise:

- Advanced University degree (Master's degree at least) in environmental marine sciences, conservation of threatened and endangered species, vulnerable habitats in particular the inventory, conservation, restoration/recovery of marine and coastal species and habitats.
- A minimum of five (10) years' experience in conducting conservation/restoration activities in marine biodiversity.
- Relevant experience in developing frameworks for ecosystem assessment and excellent knowledge of global, and regional requirements for the conservation of threatened and vulnerable ecosystems, particularly in the Mediterranean
- Excellent knowledge of global, and regional requirements for the conservation, restoration of threatened and endangered species, vulnerable habitats, particularly in the Mediterranean
- Strong interpersonal skills and the ability to communicate and work well with diverse stakeholders;
- Excellent command of English (oral and written) is required.

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Only individual consultants could participate to this consultancy work. The consultant must prove that he/she has all the legal and professional guarantees required for the performance of this assignment under good conditions.

ARTICLE 2 – COMPOSITION, PRESENTATION OF OFFERS AND DEADLINES

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:

1. A curriculum vitae including higher university education degrees, information and highlighting references to previous relevant works and publications in relation with environmental marine sciences, conservation of threatened and endangered species, vulnerable habitats in particular the inventory, conservation, restoration/recovery of marine and coastal species and habitats.
2. Documents/URL links/certificates that support the relevant references presented.
3. A detailed methodological note presenting the consultant vision for the assignment and how it mirrors the assignment objectives and scope, the methodological approach, organization of the work, and comments on the terms of reference, if needed.
4. A detailed time planning schedule, organization and sequential chronogram of intervention of consultant expert, the consulting firm intends to apply to implement this mission.

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.
In cases where the bidder has an academic profession (Researcher or University teaching staff), a sworn statement that he/she is complying with the law applicable to taxes and fees in force in his/her country would be accepted.
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 five (5) days. If after a period of five (5) days, the documents are still not complete the offer will be eliminated.

2.3. Financial offer

The financial offer must be expressed in Euro, 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.

ARTICLE 3 – SUBMISSION

Offers must be received electronically at the following e-mail address: procurement@spa-rac.org, with the date of electronic transmission as the reference, and indicating in the subject line:

“Call for consultancy N°53_2024 SPA/RAC –Development of Criteria for full inventory of ecosystems with the highest ecological relevance and/or regeneration potential – ‘Applicant name’”.

The deadline for receiving proposals is set for **January 20, 2024, at 23:59 UTC+1 (Tunis Time)**. Any proposal received by SPA/RAC after this date and time 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: procurement@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:

- The 1st Instalment of 20 % will be paid upon submission of deliverables 1, and after their review and approval by SPA/RAC.
- The 2nd and of 60% will be paid upon submission of deliverable 2 and after review and approval by SPA/RAC.
- 20% will be paid after the completion of the work and submission of all its final version deliverables. This payment is also conditioned by a certificate of the final acceptance from SPA/RAC that the service provider has accomplished all its contractual obligations and duties to SPA/RAC’s 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. **Payments shall be made to a bank account held by the bidder in his/her resident country and where his/her pays the taxes.**

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 work implementation planning and schedule: **35 points**.

Criteria			Scoring
Consultant (Expert Profile)	Experience	Experience in conducting studies in relation with environmental marine sciences, conservation of threatened and endangered species, vulnerable habitats in particular the inventory, conservation, restoration/recovery of marine and coastal species and habitats.	60 points Maximum (7 points / study + 2 additional points/study in the Mediterranean)
		No similar study	0 points (in this case the offer is eliminated)
	Diploma	Post-graduate university degree in marine science and /or environmental science or equivalent field	5 points maximum
		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)
Proposed methodology for carrying out the assignment	Well-developed methodology that responds precisely to the terms of reference	25 points maximum	
	Methodology fairly well-developed and in line with the terms of reference	15 points	
	Methodology fairly developed and more or less in line with the terms of reference	8 points	
	Methodology not in line with the terms of reference or no methodology presented	0 points 0 point (in this case, the offer is eliminated)	
Detailed planning and timetable (including an intervention chronogram)	A coherent, well-structured schedule and timetable that accurately reflects the terms of reference	10 points maximum	
	Planning and timetable moderately coherent and structured but in line with the terms of reference	5 points	

	Planning and Timetable not complying with the terms of reference or not submitted	0 point (in this case, the offer is eliminated)
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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 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 D (Time duration of the contract, deliverables & timeline) of the technical specifications.

ARTICLE 8 – DEADLINE FOR THE EXECUTION OF THE MISSION

The time duration of this contract is 06 (six) months starting from the date of its signature. The contract implementation will need about 36 (thirty-sixty) working days (WD) starting from the date of the contract signature, until the completion of all tasks, with the following tentative schedule:

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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 D of the technical specifications (Time duration of the contract, deliverables & timeline), it will be applied as of right and without notice, a penalty of one two hundredths (1/300) 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 5% 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 13 (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 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 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, or 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 they 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 this contract through a notification in writing addressed to the tenderer after one of the events indicated in the following paragraphs:

- a. no respect for the deadline of the execution in the application of Article 2 (Composition, presentation of offers and deadlines);
- b. in the case described in Article 8 (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 C 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 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 15– 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 16 - 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 C tasks to be undertaken of the technical specifications, and Article 2 (Composition, presentation of offers and deadlines). 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 C (Tasks to be undertaken) and section D (Time duration of the contract, deliverables & timeline) of the "Technical Specifications" and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

I, the undersigned, 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 ATI.

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										
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)