



**CALL FOR CONSULTANCY N°37/2022\_SPA/RAC**

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

**“Expert to deliver the status of cetaceans in the Mediterranean within  
the 2023 MED QSR”**

# 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 mission is to assist the contracting Parties in implementing their obligations under Barcelona Convention Protocol on Specially Protected Areas and Biological Diversity with main aim to contribute to the protection, conservation, and sustainable management of Mediterranean coastal and marine areas of special cultural and natural value and of threatened and endangered species.

In the context of implementing the Ecosystem Approach Roadmap adopted by the Contracting Parties to the Barcelona Convention and its Protocols in 2008 (Decision IG.17/6), the Decision IG. 22/7 adopted by COP 19 (Athens, Greece February 2016) provides for the development of six-yearly Assessment Reports of the Status of the Mediterranean Sea and coast to demonstrate progress made towards Good Environmental Status and its related targets, as part of the Integrated Monitoring and Assessment Programme (IMAP). The UN Environment/MAP system delivered during the 2016-2017 biennium, the first ever Quality Status Report for the Mediterranean (referred to as [2017 MED QSR](#)). This report was an assessment product based on region-wide Ecological Objectives (EOs) and Common Indicators (CIs) that is built upon existing data and complemented with inputs from numerous diverse sources.

The development of the Fully Data-Based 2023 Quality Status Report for the Mediterranean (hereafter referred to as 2023 MED QSR) will be based on the findings, needs and gaps identified in 2017 MED QSR and pointed out in Decision IG. 23/6 (COP 20, Tirana, Albania, 17-20 December 2017) on 2023 MED QSR preparation. The 2023 MED QSR Roadmap and Needs Assessment was approved by COP 21 of the Contracting Parties to the Barcelona Convention in December 2019, Naples, Italy (Decision IG.24/4). It defines the vision for the successful delivery of the 2023 MED QSR, and outlines key IMAP-related processes, milestones and outputs to be undertaken, with their timelines.

In the biennium 2020/2021 the UNEP/MAP developed an Operational Plan (UNEP/MED WG.514/Inf.7) with concrete activities per each Milestone/Output of the Roadmap, supported by the UNEP/MAP Programme of Work 2020-2021, the Programme of Work 2022-2023, and externally funded projects (namely, the EU-funded EcAp MED III, IMAP-MPA, Marine Litter Med II projects and the GEF-funded MedProgramme).

In line with

- Decision IG.25/19 on the UNEP/MAP 2022-2023 Program of Work and Budget (Antalya, Turkey, 7-10 December 2021);
- Decision IG.22/7 on the Integrated Monitoring and Assessment Program of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) (Athens, Greece, 9-12 February 2016);
- Decision IG.23/06 on the 2017 Mediterranean Quality Status Report (Tirana, Albania, 17-20 December 2017);
- Decision IG.24/7 on the Roadmap and Needs Assessment for the 2023 Mediterranean Quality Status Report (Naples, Italy, 2-5 December 2019); and

In addition, SPA/RAC has worked to further streamlining the Mediterranean Action Plan Ecological Objectives and associated Good Environmental Status and Targets, as well as the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria into the Regional Action Plans for the conservation of endangered and threatened species and key habitats adopted within the framework of the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean. (Decision IG.24/7).

In view of supporting the successful contribution to the delivery of 2023 MED QSR, a regional expert is required to develop the biodiversity chapter related to the assessment of cetaceans following the IMAP agreed common indicators.

## 2. OBJECTIVE AND SCOPE

The aim of this call for consultancy is to (i) identify the data sources on cetaceans' distribution, density and demography and (ii) in light of the available data in the UNEP/MAP platforms or sporadic data in possession, draft the subchapter of the IMAP Common Indicators (CIs) 3, 4 and 5 related to cetaceans regarding the assessment of the status of cetaceans in the Mediterranean Sea.

The three agreed IMAP CIs on cetaceans are:

- Common Indicator 3: Species distributional range
- Common Indicator 4: Population abundance of selected species
- Common indicator 5: Population demographic characteristics

## 3. TASKS TO BE UNDERTAKEN

The consultant will carry out the following tasks:

- 1) Prepare a detailed work plan and timetable to deliver the draft assessment status of cetaceans in the Mediterranean for the three agreed IMAP common indicators;
- 2) Identify and collate available datasets related to IMAP CIs for cetaceans from Contracting Parties (through a data call to be elaborated in consultation with SPA/RAC), SPA/RAC database/documentation, ACCOBAMS related programmes, and databases (i.e. ASI data) and other relevant regional and national organizations/databases;
- 3) Elaborate the assessment of the IMAP CIs related to cetaceans based on the compiled available datasets and draft the chapter on assessment of cetaceans in the Mediterranean following [the 2023 MED QSR template](#) (Cf. Annex 3) and in line with [UNEP guidelines](#);
- 4) Assess good environmental status (GES) or alternative assessment as appropriate, ensuring integration of CIs within Ecological Objective EO1, depending on sufficiency of data and GES;
- 5) Coordinate with the other Biodiversity experts working on the development of the 2023 MED QSR to ensure the delivery of final draft of biodiversity chapter of 2023 MED QSR;
- 6) Take part in regular meetings with the SPA/RAC, the UNEP/MAP Coordinating Unit (CU) and the other MAP Components for the preparation and production of the 2023 MED QSR;
- 7) Coordinate with the experts of the Online Working Group (OWG) during the elaboration process of the draft assessment report ;
- 8) Prepare the different versions of the assessment report to be presented to the IMAP governance meetings (the draft assessment report should be discussed and reviewed by the OWG and endorsed by the CORMON Biodiversity, SPA/BD Focal Points, EcAp Coordination Group (EcAp CG) and MAP Focal Points).

## 4. TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The time duration of this contract is twelve 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:

Deliverables	Details	Duration of the tasks	Deadlines
<b><i>Deliverable 1:</i></b> Work plan and Timeline  Production of 1 document (word) detailing the work plan and timeline.	Detailed work plan and timeline developed.	Seven days	Seven days after the contract signature
<b><i>Deliverable 2:</i></b> Available national, SPA/RAC, and other relevant sub-regional and	Available datasets on the IMAP CI 3, 4 and 5 with regards to cetaceans compiled from Contracting Parties, SPA/RAC database and other relevant	One month and twenty-one days	One month and twenty-one-days from the date

regional data on CIs on cetaceans  Production of Excel files	regional organizations/databases.		of the contract signature
<b><u>Deliverable 3:</u></b> Draft assessment of the IMAP CIs based on data available and first draft of the 2023 MED QSR biodiversity chapter (Annex 3) related to cetaceans and in line with <a href="#">UNEP guidelines</a>  Production of a (Word format) document in English	Elaborate the assessment of the IMAP CIs 3, 4 and 5 with regards to cetaceans based on the complied available data and prepare the first draft of the biodiversity chapter of the 2023 MED QSR following the agreed upon MED QSR template (Cf. Annex 3) in coordination with SPA/RAC, the other Biodiversity experts working on the development of the 2023 MED QSR, the CU and the other MAP Components.	Two months	Four months from the date of the contract signature
<b><u>Deliverable 4:</u></b> Meetings of the OWG and elaboration of the second draft and in line with <a href="#">UNEP guidelines</a>  Production of a (Word format) document in English	Contribute to and facilitate the discussion of the OWG meetings on the elaboration of the assessment report (the meetings of the OWG are foreseen for the period between October to January 2023)  Elaborate the second draft of assessment report that takes into consideration the OWG comments and discussions	Three months	Seven months from the date of the contract signature
<b><u>Deliverable 5:</u></b> Elaborate the final draft of the biodiversity chapter of 2023 MED QSR related to cetaceans. and in line with <a href="#">UNEP guidelines</a>  Production of a (Word format) document in English	Provide the final draft of the chapter of 2023 MED QSR on IMAP CIs 3, 4 and 5 related to cetaceans following the comments raised by Contracting Parties to the Barcelona Convention presented during the governance meetings (i.e., CORMON, SPA/BD Focal Points, EcAp Coordination Group and MAP Focal Points)	Five months	Twelve months from the date of contract signature

## 5. SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC IMAP officer and the overall supervision of the SPA/RAC director. The work will be delivered in close coordination with the UNEP/MAP CU QSR officer, IMAP Task Force Group and in collaboration with the designated QSR coordinator as well as the thematic experts working on other sections of the 2023 MED QSR.

## 6. 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 cetaceans;
- Relevant experience in monitoring and assessment of the marine environment and its ecosystem component with a focus on cetaceans;
- Good knowledge and working experience of the implementation of the Barcelona Convention

Ecosystem Approach (EcAp) process /Integrated Monitoring and Assessment Programme (IMAP);

- Familiarity and good knowledge of (i) the Mediterranean marine environment, (ii) the implementation of the Barcelona EcAp/IMAP process; (iii) the EU MSFD (2008/56/EC; 2010/477/EU; 2017/848/EU) is an asset;
- Collaborative, resourceful and capable of working with variety sources of data;
- Excellent command of English (oral and written) is required.

## **ADMINISTRATIVE CLAUSES**

### **Article 1 - Conditions for participation in the consultancy**

Are eligible for the present call of consultancy, consulting firms or 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.

Consulting firms must propose a lead expert and can be supported by one other expert to complement their respective areas of expertise or for other reasons that need to be specified in the offer.

### **Article 2 - Composition and presentation of offers**

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

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

The estimated number of net working days to implement the tasks and deliverables of this consultancy are 35 effective working days (WD). They are estimated as follows:

**Deliverable 1:** 1 day

**Deliverable 2:** 10 days

**Deliverable 3:** 15 days

**Deliverable 4:** 4 days

**Deliverable 5:** 5 days

#### **2.1. Technical offer**

It must contain:

##### **For individual consultant(s):**

1. A cover letter outlining the consultant's suitability for the job.
2. Personal CV indicating educational background (including a copy of higher education degrees) as well as all experience in the field of marine science studies and/or environmental conservation with a focus on monitoring and assessing cetaceans, as well as the references regarding similar studies and reference  
If a second expert is proposed, the same documents and information should be provided.
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).

##### **For consultancy firm:**

1. The consulting firm references regarding similar studies;
2. The CV of the experts (including a copy of higher education degrees as well as reference proof certificates) with their qualifications, experience/references; indicating all experience in the field of marine science studies and/or environmental conservation with a focus on monitoring and assessing cetaceans, as well as the references regarding similar studies and reference (including reference proof certificates);
3. A methodological note on how they will approach and complete the assignment and a 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:

### **For individual consultant(s):**

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).

### **For consultancy firm:**

1. A certificate proving that the tenderer is registered in the commercial register, or the equivalent.
2. A tax certificate, valid on the offer submission date, proving that the consulting firm/service provider company has no outstanding tax obligations.
3. A statement delivered by the social security body to which the consulting firm/service provider company is affiliated stating that all dues have been paid and which is valid on the date of submission.
4. A sworn statement of non-bankruptcy.
5. A sworn statement that the consulting firm/service provider company is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
6. A sworn statement from each of the team of expert members, who are not staff members, confirming that they are willing to participate in the work team to carry out this mission.
7. The present restricted call for tenders signed (date, signature and stamp of the consulting firm/service provider company 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 US Dollars, in both tax-free and all tax-included prices. It should include all the costs connected to the provision of the service

The financial offer should also include the following documents:

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

## **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 **03 August 2022 11:59 pm UTC+1 (Tunis Time)**.

E-mails should have the following subject:

**CALL FOR CONSULTANCY N°37/2022\_SPA/RAC**

**"Expert to deliver the status of cetaceans in the Mediterranean within the 2023 MED QSR - 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) ; cc: [mehdi.aissi@spa-rac.org](mailto:mehdi.aissi@spa-rac.org), [samar.kilani@spa-rac.org](mailto:samar.kilani@spa-rac.org) and [asma.yahyaoui@spa-rac.org](mailto:asma.yahyaoui@spa-rac.org) no later than five (5) calendar days before the deadline for the proposal submission.

#### **Article 5 - Terms of payment**

Payment for the mission will be made as follows:

1. The 1<sup>st</sup> Instalment of 25 % will be paid upon submission of the deliverables 1 and 2 and after their review and approval by SPA/RAC;
2. The 2<sup>nd</sup> instalment of 45 % will be paid upon submission of the deliverables 3 and 4, after the review and approval of SPA/RAC;
3. The 3<sup>rd</sup> instalment of 20% will be paid upon submission of the deliverable 5, after the review and approval of SPA/RAC
4. The 4<sup>th</sup> and last instalment of 10% will be paid 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. Consulting firm's general experience and technical references (20 points) (if a consulting firm is involved in the tender);
2. Experts / Individual consultant(s) capacity and expertise (45 points) (or 65 points if individual consultants are involved in the tender);
3. Methodology, organization, and work implementation planning and schedule (35 points).



Criteria		Scoring if a consulting firm is involved in the study		Scoring for individual consultant(s)		
		In the case of one expert involved	In the case of two experts involved	In the case of one expert involved	In the case of two experts involved	
<b>General Experience of the consultancy firm</b>		Relevant scientific background and experience in marine biodiversity monitoring and assessment studies with a focus on cetaceans.	<b>20 points maximum</b>  (5 points/reference + 2 additional points/study in the Mediterranean)		N/A	
		No similar studies	0 points  (in this case the offer is eliminated)		N/A	
<b>Lead consultant</b>	<b>Experience</b>	Relevant scientific background and experience in marine biodiversity monitoring and assessment studies with a focus on cetaceans.	<b>40 points maximum</b>  (12 points+ 2 additional points/study in the Mediterranean)	<b>25 points maximum</b>  (6 points/similar study + 2 additional points/study in the Mediterranean)	<b>60 points Maximum</b>  (15 points / study+ 2 additional points/study in the Mediterranean)	<b>45 points Maximum</b>  (12 points / study+ 2 additional points/study in the Mediterranean)
		No similar study	0 points  (in this case the offer is eliminated)	0 points  (in this case the offer is eliminated)	0 points  (in this case the offer is eliminated)	0 points  (in this case the offer is eliminated)
	<b>Diploma</b>	Post-graduate university degree in marine science and /or environmental science or equivalent field	<b>5 points maximum</b>	<b>5 points maximum</b>	<b>5 points maximum</b>	<b>5 points maximum</b>

		University degree in the above-mentioned fields	3 points	3 points	3 points	3 points
		No university degree in the above-mentioned fields	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)
<b>Associate consultant</b>	<b>Experience</b>	Relevant scientific background and experience in marine biodiversity monitoring and assessment studies with a focus on cetaceans.	<b>N/A</b>	<b><u>10 points maximum</u></b> <i>(4 points/ study + 2 additional points/study in the Mediterranean)</i>	<b>N/A</b>	<b><u>10 points maximum</u></b> <i>(4 points/ study + 2 additional points/study in the Mediterranean)</i>
		No similar study	N/A	0 point	N/A	0 point
	<b>Diploma</b>	Post-graduate university degree in marine science and /or environmental science or equivalent field	<b>N/A</b>	<b><u>5 points maximum</u></b>	<b>N/A</b>	<b><u>5 points maximum</u></b>
		University degree in the above- mentioned fields	N/A	3 points	<b>N/A</b>	3 points
		No university degree in the above-mentioned fields	<b>N/A</b>	0 point	N/A	0 point

**In case the bidder proposes more than one expert per position, each CV will be evaluated separately, and the lowest score given will be the one attributed to that position.**

<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><u>25 points maximum</u></b> Points awarding can be done in various ways	<b><u>25 points maximum</u></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	15 points
		Methodology poorly developed and meets partially the terms of reference and the study's objectives	8 points	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	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><u>10 points maximum</u></b>	<b><u>10 points maximum</u></b>
		Realistic planning but more or less well presented, fairly coherent with the time schedule and the chronogram of intervention	5 points	5 points
		Planning unclearly presented, doesn't respect the deadline, or no planning or no time schedule or no chronogram of intervention	0 point	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:

**Financial score = (amount of the lowest accepted offer/amount of the offer in question) x 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 ..... (.....) US Dollars 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	
<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)**



## Annex 3 2023 MED QSR template

### 2023 Med QSR structure and outline content template, and status of Common Indicators and Ecological Objectives

The template (Table 1) builds the methodology, structure, and content of the QSR approved by the 8<sup>th</sup> EcAp Coordination Group (WG.514/12 Meeting Report Annex II, 9 September 2021). It was prepared intersessionally by the EcAp Task Force. Specifically, it provides the methodological context for all EOs/CIs and includes some practical example content related to pollution and litter with the aim of being replicated to other EOs, as feasible.

Note, Table 1 is a working document and will be adapted as needed during the process of conducting and presenting the Ecological Objective–Common Indicators assessments.

*Table 1. 2023 Med QSR Ecological Objective–Common Indicator structure and outline content template. Blue text provides guidance on the anticipated content for each section.*

#### 1. Key messages

A short paragraph with the key messages for each Ecological Objective (EO), presented as a chapeau; 3-4 sentences maximum. Provide a brief description of the EO and what the assessment outcome shows. This should be a non-technical, non-scientific description for a general or policy audience.

##### Current status

Chapter 1 will be completed at the end of the assessment.

#### 2. Background information and methodology

- Introduction presenting the relationship of the present scope of QSR with 2017 MED QSR, i.e., related to Decisions of the Parties (e.g., IMAP, QSR, assessment studies) and the QSR roadmap
- Structure of 2023 MED QSR, based on priority themes
- Explain the combination of Common Indicator (CI) assessments *within* each theme
- CI assessments will indicate the interrelationship with other CIs, within the same EO or other EOs, as appropriate
- Assessment findings will highlight the feasibility of integration between CIs and EOs

##### Note:

Within the elaboration of the methodological approach used, summarise the most important elements of the good environmental status (GES) assessment/ alternative assessment methodologies applied for individual CIs / EOs (as specified below in more detail).

##### Current status

The vision for the QSR is, an integrated DPSIR-based GES assessment, developed on consolidated and quality-assured monitoring data sets, reported and processed through an effective IMAP Info System that is interoperable with national and other regional monitoring and reporting networks (COP21 Decision 24/04, Tirana)

The vision of the COP21 Decision (Tirana) is for the 2023 Med QSR to:

- (i) be more quantitative and less narrative than the 2017 Med QSR,
- (ii) have interrelated links of status, pressures, and impacts,
- (iii) where feasible to conduct integrated assessment across Ecological Objectives.

The 2023 MED QSR will be predominantly based on national monitoring data, submitted to INFO/RAC Info System. This may be supplemented by scientific data and information contributed by the scientific partners.

The structure of the QSR is based on the themes (clusters) of Biodiversity and fisheries; Pollution and marine litter; and Coast & Hydrography. Within each theme there are Ecological Objectives that have one or more Common Indicators along with four Candidate Common Indicators.

Based on the outcomes of the biodiversity Chapter 4, it is anticipated that there will be some integration between Common Indicators within some Ecological Objectives, and possibly between Ecological Objectives e.g., as case studies.

### **3. Drivers, Pressures, State, Impact, Response (DPSIR)**

- Plan Bleu to contribute
- Provide the overall common DPSIR analysis for the whole IMAP, which combines all CIs and respective EOs
- Within the GES assessment elaborated per individual CI, (a) identify the DPSIR findings that are most relevant for the CI and (b) interrelate DPSIR findings with GES assessment findings (matrix for Pollution Cluster is presented below; table 6), where feasible and appropriate.
- Note where detailed elaboration of key pressures/impacts–state interrelationship according to this DPSIR is not feasible, provide a detailed explanation of the reasons in the following chapters related to GES assessment

Note:

Use the results of work undertaken so far: (i) DPSIR analysis prepared within the cross-cutting document (2017), as well as for preparation of ICZM Framework; (ii) DPSIR analysis provided for the IMAP Biodiversity cluster; (iii) using relevant findings from UNEP/MAP and external processes; (iv) joint UNEP/MAP – EEA joint report, SoED, Mid-term NAPs evaluation related to LBS Protocol and NAPs related to biodiversity, TDA preparation, etc.

#### Current status

This chapter will rely on the TDA socio-economic analysis outcomes and other existing information and reports and will be based on the findings of the indicator and ecological objective assessments in Chapter 4, examining the priority sectors impacting the clusters.

### **4. Good environmental status (GES) / alternative assessment**

- Summary of GES/alternative assessment using a traffic-light system, per CI

#### **4.1 Theme selected for GES assessment**

- Introduction/ explanation of the theme, including the combination of different CIs and respective EOs
- GES assessment per CI or combination of CIs

#### **4.2 GES Assessment for CI/ alternative assessment for CI**

This section will be repeated per Common [candidate] Indicator. The following four points need to be provided per CI:

- Based on the overall DPSIR analysis as provided in chapter 3, elaborate those aspects that are most relevant for the individual CI
- Provide and apply the GES assessment methodology per CI that considers spatial and temporal aggregation and integration
- Provide and apply an alternative assessment methodology for those CIs where GES spatial and temporal aggregation and integration is not possible
- Based on the overall DPSIR analysis as provided in chapter 3, elaborate the interrelationship of the DPSIR findings that are most relevant for the individual CI and related GES findings, as appropriate and feasible

Note:

For the presentation of CIs for GES assessment / alternative assessment, the methodology should elaborate the use of the criteria of assessment, optimally nested scales of assessment, visualisation of

the assessment findings by applying the tools as feasible within the selected specific GES assessment methodology i.e., maps/graphs/infographics, etc.

Where possible, assessment findings will also be provided for Candidate CIs as part of the relevant chapters/sections based on available data (CCI24, 25, 26 and 27).

GES assessment per CI will include the following elements:

- The relationship with Mid-Term Strategy (MTS) Core Theme
- Ecological Objective
- IMAP Common Indicator
- GES Definition
- GES Targets

#### 4.3 GES Assessment for the EO / alternative assessment for EO

- Further to the findings on *possible* integration of an individual CI with other CIs, elaborate the integrated GES assessment findings at the level of: (i) EO, to which the CI(s) belongs; (ii) between EOs of different IMAP pollution clusters
- Summary of GES using traffic-light system, per CI
- SIDA project on GES in the Adriatic as a case study

Example to interrelate DPSIR and GES assessments

**Table 6.** The GRID/Table combined with the GES assessment results.

Scaled GRID pressures/impact approach	SUB-REGIONS	SUB-DIVISIONS	Country/ National Part	Assessment Result	Coastal urbanizati	Industry	Offshore structures
Common Indicator x	Western Mediterranean Sea	North Western (NWMS)	Onshore	non-GES	Orange	Red	Green
			Offshore	GES			
		Alboran Sea (ALBS)	Onshore	...	Orange	Yellow	Yellow
			Offshore	..			
		Tyrrhenian Sea (TYRS)	Onshore		Orange	Red	Yellow
			Offshore				
	Adriatic Sea	North Adriatic (NADR)	Onshore		Orange	Red	Yellow
			Offshore				
		Middle Adriatic (MADR)	Onshore		Green	Orange	Green
			Offshore				
		South Adriatic (SADR)	Onshore		Green	Orange	Green
			Offshore				
	Central and Ionian Sea	Central (CEN)	Onshore		Green	Green	Green
			Offshore				
		Ionian Sea (IONS)	Onshore		Green	Green	Green
			Offshore				
	Aegean and Levantine Seas	Aegean Sea (AEGS)	Onshore		Orange	Red	Yellow
			Offshore				
		Levantine (LEVS)	Onshore		Orange	Red	Yellow
			Offshore				

*Note: For the purpose of this table, onshore and offshore areas are not used as legal terms but as the geographical terms to distinguish them for the purpose of monitoring and assessing different areas with different ecological features*

#### Current status

Please see the updated 2023 MED QSR Roadmap Progress Report, available [here](#) for the current status of CIs and EOs.

### **5. Key findings per CI**

- Further to the GES assessment findings as provided above, provide key findings on compliance and non-compliance with GES targets. In so doing, provide highlights for individual CIs – diagrams or figures, and maps if feasible (these could be in boxes).
- Endeavour to provide a comparison of the present findings with 2017 Med QSR GES assessment findings
- Identify gaps per CI that need to be further addressed towards achieving GES, considering the key knowledge gaps from the 2017 Med QSR
- Highlight data gaps

#### Current status

Chapter 5 will be drafted based on the findings of Chapter 4.

### **6. Measures and actions required to achieve GES**

Further to knowledge gaps identified in chapter 5:

- Propose measures and actions to be put in place towards GES achievement (what is the outlook and what are the risks, challenges to look out for)
- Pay particular attention to the steps needed to improve data availability

Note:

Depending on progress in specific GES assessment, this section can be further developed

#### Current status

Chapter 6 will be drafted depending on progress in specific GES assessments and the gaps and challenges that this process will highlight.

Proposals on measures and actions in light of the outcomes of the GES assessments.