



CALL FOR CONSULTANCY N° 49/2022_SPA/RAC

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

Elaboration of updated Baseline Values (BV), and proposal for establishing Threshold Values (TV) for IMAP Candidate Indicator 24

TECHNICAL SPECIFICATIONS

1. Introduction and general framework

The Marine Litter MED II project, funded by the European Union, further supports the implementation of the updated Regional Plan on Marine Litter Management in the Mediterranean as adopted by COP22 in Antalya, Türkiye (Decision IG.25/9) at national, sub-regional and regional level with a particular focus on southern Mediterranean countries namely Algeria, Egypt, Israel, Lebanon, Libya, Morocco, and Tunisia.

The project provides an important contribution to the implementation of the UNEP/MAP 2022-2027 Mid-Term Strategy (MTS) and the 2022-2023 Programme of Work and of several other COP Decisions related to the implementation of the Regional Plan on Marine Litter Management in the Mediterranean, Ecosystem Approach and Integrated Monitoring and Assessment Programme (IMAP), with focus on supporting enhanced marine litter management and a litter-free Mediterranean.

The overall objective of the Marine Litter MED II project is to reduce and prevent the generation of marine litter in the Mediterranean through an expanded implementation of key reduction and prevention measures as provided for in the updated Regional Plan on Marine Litter Management in the Mediterranean.

Among the specific objectives of the project are to: (a) further contribute to the development of IMAP Candidate Indicator 24 towards making it operational at country level; and (b) contribute to achieving the reduction environmental targets as agreed by the Contracting Parties to the Barcelona in 2016 during COP 18 as reaffirmed during COP 21 and referred to in its Naples Ministerial Declaration

2. Objective

In 2016, the 19th Meeting of the Contracting Parties adopted marine litter Baseline Values (Decision IG.22/10) for IMAP Common Indicator 22 (CI22) (i.e. beach macro-litter), Common Indicator 23 (CI23) (i.e. seafloor macro-litter, and floating micro- and macrolitter), and Candidate Indicator 24 (i.e. affected (%) sea turtles and ingested (gr) marine litter). With the view to further updating the marine litter assessment criteria and related baseline values for IMAP EO10 Marine Litter, UNEP/MAP in 2021 updated the BV and established TV for IMAP CI22, and is currently working in updating and establishing

relevant values also for IMAP CI23 and Candidate Indicator 24. Within the framework of the Marine Litter MED II (2020-2023) project and the UNEP/MAP Programme of Work (PoW) for 2022-2023; SPA/RAC has been assigned the task to coordinate the elaboration and preparation of updated BV and a proposal for establishing TV for IMAP Candidate Indicator 24.

The main objective of this assignment is to update the 2016 Baseline Values (BV), and to recommend the establishment of Threshold Values (TV) for IMAP Candidate Indicator 24, and in particular for ingestion and entanglement on marine turtles, based on the data that will be made available to SPA/RAC and the Marine Litter MED II Project Management Unit (MED POL).

Legislative authority reference:

- Decision IG.21/7 (COP 18, 2013) on Regional Plan on Marine Litter Management in the Mediterranean in the Framework of Article 15 of the Land Based Sources Protocol;
- Decision IG.22/7 (COP 19, 2016) on the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria;
- Decision IG.23/6 (COP 20, 2017) on 2017 Mediterranean Quality Status Report;
- Decision IG.24/4 (COP 21, 2019) on Assessment Studies; and
- Decision IG.25/19 on the UNEP/MAP 2022-2023 Program of Work and Budget (Antalya, Turkey, 7-10 December 2021);

3. Tasks to be undertaken

The consultant will be responsible to undertake and complete the following tasks:

1. Prepare a detailed work plan and timetable, including relevant annotations.
2. Compile all collected datasets and convert them in line with the relevant IMAP reporting template (i.e., Data Standards (DS) and Data Dictionaries (DD)) for IMAP Candidate Indicator 24;
3. Propose a methodology and conduct the statistical analysis to update the BV and establish TV for IMAP Candidate Indicator 24 based on the data that will be provided by SPA/RAC and the Marine Litter MED II Project Management Unit (MEDPOL);
4. Prepare a report consolidated all the above listed elements for the approval of SPA/RAC;
5. Submit to SPA/RAC the final data inventories (excels) that will be prepared for the current assignment.

4. Duration, deliverables and schedule for implementation

The time duration of this contract is seven 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: Based on the above, the deliverables and deadlines are as follows:

| Deliverables/ details | Duration of the tasks | Deadline | |
|---|-----------------------|--|-------------------------------------|
| | | Draft* | Final** |
| Deliverable 1: Work plan and timetable is prepared, (Task 1): Document detailing the work plan and timetable, including relevant annotations | Three days | Seven days after the contract signature | |
| Deliverable 2: Compilation of datasets and conversion based on the relevant IMAP templates (Task 2): Excel files compilation of datasets based on the IMAP templates | Seven days | One month after the contract signature | |
| Deliverable 3: Updated Baseline and Thresholds Values are prepared for IMAP Candidate Indicator 24, including a well- | Twenty days | One month and twenty days after the signature of | seven months after the signature of |

| | | | |
|---|--|---------------------|---------------------|
| elaborated methodology (Tasks 3, 4 and 5): Document is prepared reflecting updated baseline and a proposal for establishing thresholds values for IMAP Candidate Indicator 24, including a well-elaborated methodology. | | <i>the contract</i> | <i>the contract</i> |
|---|--|---------------------|---------------------|

***The document must be reviewed and endorsed by several governance meetings (i.e., Correspondence Group on Monitoring (CORMON), SPA/BD Focal Points, EcAp Coordination Group (EcAp CG) and MAP Focal Points). Thus, the draft deliverables will be updated following SPA/RAC reviews as well as the comments from Contracting Parties to the Barcelona Convention presented during the above-mentioned meetings.*

5. SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC Programme officer in charge of the Species Programme and the overall supervision of the SPA/RAC director. The work will be delivered in close coordination with the Marine Litter MED II Project Management Unit (MED POL).

6. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

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

- Advanced university degree (master's degree or equivalent) in environmental science such as environmental sciences, marine ecology, marine biology, etc.
- At least ten (10) years of progressively responsible work and experience in monitoring and assessing marine litter in the marine and coastal environment and on relevant assessment criteria is required.
- Good knowledge of statistical analysis programmes (e.g., "R", etc.) is required.
- Familiarity and good knowledge of (i) the Mediterranean marine environment, (ii) the implementation of the Barcelona Convention 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, only 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 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 30 effective working days (WD). They are estimated as follows:

Deliverable 1: Three days

Deliverable 2: Seven days

Deliverable 3: Twenty 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 in marine litter and statistical analysis programmes (e.g., "R", etc.) is required.

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).

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).
- 4.

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, before **4 January 2023 11:59 pm UTC+1 (Tunis Time)**.

E-mails should have the following subject:

CALL FOR CONSULTANCY N°49/2022_SPA/RAC

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Threshold Values (TV) for IMAP Candidate Indicator 24**

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 ; cc:Lobna.bennakhla@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 30% will be paid upon submission of the draft version of deliverables 1 and 2, and after their review and approval by SPA/RAC and the Marine Litter MED II Project Management Unit (MEDPOL)
2. The 2nd instalment of 60% will be paid upon submission of the deliverable 3 after the review and approval of SPA/RAC and the Marine Litter MED II Project Management Unit (MEDPOL)
3. The 3rd and final Instalment of 10% will be paid upon submission of final version of deliverable 3, taking also into consideration comments raised during technical meetings (i.e., CORMON, SPA/BD focal points, EcAp Coordination Group) and after approval of SPA/RAC and the Marine Litter MED II Project Management Unit (MEDPOL); and delivery by SPA/RAC of the final acceptance certificate

All payments will be made by bank transfer after the receipt of an invoice from the contractor. Payments shall be made to a bank account held by the contractor.

Article 6 - Evaluation procedure

The evaluation will be based on combined technical and financial criteria as follows:

6.1. Technical evaluation

The technical offers will be first examined, while the financial offers remain sealed. Applications will be evaluated based on the following criteria:

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

| Criteria | | Scoring for individual consultant(s) | | |
|------------------------|-----------------------------|--|---|---|
| | | In the case of one expert involved | In the case of two experts involved | |
| Lead consultant | Experience | Relevant scientific background and experience in monitoring and assessing marine litter in the marine and coastal environment and on relevant assessment criteria and statistical analysis | 60 points Maximum (15 points / study+ 2 additional points/study in the Mediterranean) | 45 points Maximum (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) |
| | Diploma | Post-graduate university degree in marine science and /or environmental science or equivalent field | 5 points maximum | 5 points maximum |
| | | University degree in the above-mentioned fields | 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) |
| | Associate consultant | Experience | Relevant scientific background and experience in monitoring and assessing marine litter in the marine and coastal environment; on relevant assessment criteria and statistical analysis | N/A |

| | | | | |
|--|--|--|---|---|
| | | No similar study | N/A | 0 point |
| | | Diploma | Post-graduate university degree in marine science and /or environmental science or equivalent field | N/A |
| | University degree in the above- mentioned fields | | N/A | 3 points |
| | No university degree in the above-mentioned fields | | 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. | | | | |
| 3- Methodology, time planning schedule, chronogram of intervention of the team | The methodological note evaluation | Methodology clearly presented, well developed, and meets the terms of reference and the study's objectives | <u>25 points maximum</u> | Points awarding can be done in various ways |
| | | Methodology more or less well developed but clearly meets the terms of reference and the study's objectives | 15 points | |
| | | Methodology poorly developed and meets partially the terms of reference and the study's objectives | 8 points | |
| | | Methodology not clearly presented and does not meet the terms of reference and the study's objectives or no methodology presented | 0 points | |
| | Planning and time schedule, | Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and chronogram of intervention | <u>10 points maximum</u> | |

| | | | |
|--|---------------------------|---|----------|
| | and chronogram | Realistic planning but more or less well presented, fairly coherent with the time schedule and the chronogram of intervention | 5 points |
| | | Planning unclearly presented, doesn't respect the deadline, or no planning or no time schedule or no chronogram of intervention | 0 point |

Any offer that has not attained the minimum score of 80 points will be eliminated.

In the event of no offer obtains 80 points or more, the call for consultancy process will be declared unsuccessful.

6.2. Financial evaluation

Once the technical evaluation has been completed, the financial offers of applicants that have not been eliminated during the technical evaluation will be examined.

The evaluation committee will check that the financial offers do not contain any obvious arithmetical errors. Any possible obvious arithmetical errors will be corrected, and the corrected figures will be taken into consideration.

The evaluation committee will then proceed to a financial comparison. The lowest financial offer that is judged acceptable will receive 100 points. The other offers will be attributed a score based on the following equation:

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 |
| Fees | | | | | | | | | |
| Lead consultant | | | | | | | | | |
| Associate consultant | | | | | | | | | |
| Other costs | | | | | | | | | |
| Travel and accommodation | | | | | | | | | |
| Other costs necessary for the proper execution of the present consultancy | | | | | | | | | |
| Sub-total / task (excluding VAT) | | | | | | | | | |
| | TOTAL Excluding VAT | | | | | | | | |
| | VAT Amount | | | | | | | | |
| | TOTAL All Taxes Included | | | | | | | | |

Amount of the offer excluding Tax is fixed at the sum of

Amount of the VAT is fixed at the sum of

Amount of the offer is fixed at the sum ofAll Taxes Included (ATI).

(Signature and official stamp of the bidder)

