

CALL FOR CONSULTANCY N°3/2021_SPA/RAC IMAP MPA

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

**“BASELINE OF NON-INDIGENOUS SPECIES IN THE
MEDITERRANEAN”**

TECHNICAL SPECIFICATIONS

1- Background

The Regional Activity Centre for Specially Protected Areas (SPA/RAC) was created in 1985 and established in Tunis through a decision of the Contracting Parties to the Convention for the Protection of the Marine and Coastal Environment of the Mediterranean (Barcelona Convention). It functions within the framework of the Action Plan for the Mediterranean – Barcelona Convention (UN Environment/MAP).

SPA/RAC's main aim is to contribute towards the protection, conservation, and sustainable management of Mediterranean coastal and marine areas of special cultural and natural value and of threatened and endangered species.

In line with

- Decision IG.24/17 on the UNEP/MAP 2020-2021 Programme of Work and Budget (Naples, Italy, 2-5 December 2019);
- Decision IG.22/7 on the Integrated Monitoring and Assessment Programme 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 (2023 MED QSR) (Naples, Italy, 2-5 December 2019);

the Contracting Parties (CPs) to the Barcelona Convention updated their national monitoring programmes based on the IMAP ecological objectives (EO) and their related common indicators (CIs) per each cluster namely Biodiversity and Non-indigenous species (NIS), Pollution and Marine Litter, and Coast and Hydrography, in coherence with the EU Marine Strategy Framework Directive (MSFD).

SPA/RAC is supporting the CPs to assess the status of IMAP CIs at national and sub-regional scales. Regarding the assessment of EO2 for the forthcoming 2023 MED QSR, and in order to ensure the determination of new introductions of NIS per Contracting Party, it is important to understand which NIS are present within the marine region and sub-regions. A baseline assessment of the extant NIS would provide a reference point in 2019, based on which the success of future actions could be measured. Once this 2019 baseline data is gathered, it will be possible to set the reference level that can support the process towards the establishment of the threshold values for the EO2.

SPA/RAC already asked national experts (designated by national SPA/BD Focal Points) to submit the national baseline inventories of NIS recorded until 2019. A common template developed in cooperation with EU MSFD working group was used to avoid work duplication of European Mediterranean countries.

2- Objective and scope of the assignment

The main objective of the assignment is to gather the national data and develop the national and regional baselines for NIS reported in the Mediterranean until 2019, based on the already developed national inventories provided by each Contracting Parties.

This 2019 inventory will be used as a baseline for the new introduction of NIS during the forthcoming assessments (2023 MED QSR) that will be elaborated within the Ecosystem Approach process.

3- Tasks to be undertaken

The consultant will be responsible of the following task:

- Prepare a detailed work plan and timeline;
- Check and correct, as appropriate, the national NIS inventories provided by the countries using the templates developed in synergy with the EU MSFD to be uploaded to MAMIAS database;
- Develop the baseline at national and regional scale of the NIS reported in the Mediterranean until 2019 based on the provided national inventories;

- Publish a scientific paper of the 2019 NIS baseline in the Mediterranean Sea, involving all the designated national experts of the Mediterranean countries.
- Contribute to the work of CORMON Biodiversity and related Online Working Group regarding NIS.

4- Deliverables

The consultant shall deliver the following outputs:

- **Deliverable 1:** Work plan and timetable
- **Deliverable 2:** The national NIS inventories revised.
- **Deliverable 3:** The baseline at national and regional scale of the NIS reported in the Mediterranean until 2019 is developed based on the provided national inventories;
- **Deliverable 4:** Scientific paper of the 2019 NIS baseline in the Mediterranean Sea published in peer-reviewed journal, involving all the designated national experts;
- **Deliverable 5:** Technical inputs provided to SPA/RAC, CORMON and Online Working Group on IMAP EO2/NIS, upon request

5- Supervision and collaboration

The consultant will work under the direct supervision of the SPA/RAC IMAP-MPA Project Officer, Ecosystems Conservation Programme Officer and the overall supervision of the SPA/RAC director, and in close collaboration with the national experts.

6- Time schedule

The contract implementation will need about twenty (20) working days (WD)) starting from the date of the contract signature, until the completion of all tasks no later than December 31st, 2021, with the following tentative schedule:

Deliverables		Deadline	
		Draft*	Final**
Deliverable 1: Work plan and timetable Production of 1 document detailing the work plan and timetable.	Document detailing the work plan and timetable	One week after the contract signature	
Deliverable 2: Revision of the national NIS inventories 21 files (Excel) of the national NIS inventories revised	The national NIS inventories provided by the countries using the templates developed in the framework of the EU MSFD revised and corrected as appropriate.	30 March 2021	
Deliverable 3: NIS Baseline Production of 1 document of the 2019 NIS baseline at the regional scale	The baseline at national and regional scale of the NIS reported in the Mediterranean until 2019 is developed based on the provided national inventories.	3 May 2021	2 July 2021
Deliverable 4: Scientific publication Production of a scientific publication with the collaboration of all the designated national experts	Scientific paper of the 2019 NIS baseline in the Mediterranean Sea prepared and published in peer-reviewed journal, involving all the designated national experts.	30 September 2021	20 December 2021

Deliverable 5: Technical support Production of presentations (PowerPoint) in English	Technical inputs provided to SPA/RAC, CORMON and Online Working Group on IMAP EO2/NIS, upon request	Will be specified once the CORMON and online working groups timelines are fixed.
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**These documents will be elaborated in close collaboration with the experts of the Biodiversity Online Working Group on NIS, via email exchange and virtual meetings.*

***These documents 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.*

7 - Skills and experience required of consultant(s)

The expert should meet the following criteria:

- Advanced experience in NIS studies and marine ecosystem conservation is required;
- Relevant experience in developing monitoring and assessment studies of the marine NIS is required;
- Good knowledge of the implementation of the Barcelona Convention Ecosystem Approach (EcAp) process /Integrated Monitoring and Assessment Programme (IMAP) is required;
- Good knowledge of the implementation of the EU Marine Strategy Framework Directive – MSFD (2008/56/EC), or having experience in its implementation, is an asset.

ADMINISTRATIVE CLAUSES

Article 1 - Conditions for participation in the consultancy

Participants to this consultancy should be individual consultants.

Individual consultants may associate with each other to form a consultant association to complement their respective areas of expertise, or for other reasons. They must clearly identify the lead consultant, who will be the legal representative of the consultant association. The consultant association cannot exceed two experts.

Article 2 - Composition and presentation of 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.

2.1. Technical offer

It must contain:

1. CV of the expert(s) with their qualifications, experience/references; indicating all experience in the field of marine non-indigenous species studies and environmental conservation, particularly for the Mediterranean;
2. A methodological note on how to approach and complete the assignment;
3. Planning and detailed time schedule (including a chronogram of intervention);
4. Proposed budget.

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 folder should include the following administrative documents:

1. A cover letter outlining the consultant's suitability for the job;
2. A sworn statement that the bidder is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission; and
3. Terms of reference signed (date, signature and stamp of the provider at the end of the document).

2.3. Financial offer

The financial offer must be expressed in Dollars, in both tax-free and all tax-included prices. It should include all the costs connected to the provision of the service.

Should any administrative documents be missing, the consultant will be contacted to complete the offer documents. If after a period of seven (07) days, the documents are still not completed the candidate will be rejected even if already chosen as best positioned.

Article 3 - Submission

Proposals must be received electronically at the following e-mail address: car-asp@spa-rac.org, before **19 February 2021, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject:

“Call for consultancy n° 3/2021_SPA/RAC - “Baseline of non-indigenous species in the Mediterranean” - Applicant name”

Proposals received after this deadline will not be considered.

Article 4 - Additional information

Should questions or need for clarification related to these terms of reference and their content arise, bidders may submit a written request by e-mail to: mehdi.aissi@spa-rac.org ; asma.yahyaoui@spa-rac.org ; cc: car-asp@spa-rac.org, no later than five (5) calendar days before the deadline for the proposal submission.

Article 5 - Terms of payment

Payment for the mission will be made as follows:

1. The 1st Instalment of 40 % will be paid upon submission of the deliverables 1&2 and draft version of deliverable 3 and after the review and approval of SPA/RAC;
2. The 2nd Instalment of 40 % will be paid upon submission of final version of deliverable 3 and draft of deliverable 4, taking into consideration comments raised during technical meetings (i.e. CORMON, SPA/BD focal points, EcAp Coordination Group) and after the review and approval of SPA/RAC; and
3. The 3rd and final Instalment of 20 % will be paid upon submission of the final version of deliverable 4 and after the review and approval of SPA/RAC.

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

Article 6 - Evaluation procedure

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

6.1. Technical evaluation

The technical offers will be first examined, while the financial offers remain sealed.

Applications will be evaluated based on the following criteria:

- (i) Profile (experience and diploma) of the consultant in relation to the subject of the present mission (60 points); and
- (ii) The methodology proposed for conducting the mission, the Planning and detailed time schedule (including a chronogram of intervention) (40 points).

Technical evaluation grid				
Criteria			Scoring	
			Application by one consultant	Application by a consultant association (2 consultants)
Lead consultant	Experience	Experience and knowledge of the Mediterranean context of marine NIS as well as studies of monitoring and assessment of NIS	<u>55 points maximum</u> (12 points/study + 2 additional points/study including the Mediterranean region and/or countries)	<u>40 points maximum</u> (8 points/study + 2 additional points/study including the Mediterranean region and/or countries)
		No similar studies	0 points <i>(In this case the offer is eliminated)</i>	0 points <i>(In this case the offer is eliminated)</i>
	Diploma	Post-graduate university degree in marine biology or environmental sciences, or related discipline	<u>5 points maximum</u>	<u>5 points maximum</u>
		University degree in the above-mentioned or related disciplines	3 points	3 points

		No university degree in the above-mentioned or related disciplines	0 point <i>(In this case the offer is eliminated)</i>	0 point <i>(In this case the offer is eliminated)</i>
Associate consultant	Experience	Experience and knowledge of the Mediterranean context of marine NIS as well as studies of monitoring and assessment of NIS	N/A	10 points maximum (5 points/study + 1 additional point/study including the Mediterranean region and/or countries)
		No similar study	N/A	0 point
	Diploma	Post-graduate university degree in marine biology or environmental sciences, or related discipline	N/A	5 points maximum
		University degree in the above-mentioned or related disciplines	N/A	3 points
		No university degree in the above-mentioned or related disciplines	N/A	0 point <i>(In this case the offer is eliminated)</i>
The methodology proposed for conducting the mission, the planning and detailed time schedule (including a chronogram of intervention)	a. The methodology proposed for conducting the mission	Methodology clearly presented, well developed and meets the study terms of reference and objectives	20 points maximum	
		Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	10 points	
		Methodology not well developed but meets the terms of reference and objectives	5 points	
		Methodology not clearly presented and does not meet the study terms of reference and objectives, or No methodology presented	0 point	
	b. the planning and detailed time schedule (including a chronogram of intervention)	Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and with the chronogram of intervention	20 points maximum	
		Realistic planning but more or less well presented, fairly coherent with the time schedule and with the chronogram of intervention	10 points	
		Planning unclearly presented, doesn't respect the deadline, or no planning, or no time schedule or no chronogram of intervention	0 points	
Total score (100 points maximum)			... points	

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

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

6.2. Financial evaluation

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

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

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

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

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 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 - Deadline for the execution of the mission

The maximum time allocated for carrying out the study is about twenty (20) working days (WD)) as from the date of signature of the contract, including the deadlines for handing in the final documents and deliverables according to the following timeline:

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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 7 of the technical specifications (Time schedule), and Article 9 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one two hundredth (1/200) of the total amount of the contract (All Taxes Included - ATI) for each calendar day of delay.

The amount of the late penalties will be deducted from the accounts. The amount of the penalties is capped at 10% of the total amount of the contract in ATI. When this threshold is reached, SPA/RAC reserves the right to terminate the contract at the holder's fault, in accordance with Article 15 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

Article 10 - Copyright, ownership of document

All the plans, drawings, software, photos, videos, data, presentations, study reports and any other documents, elaborated and submitted by the consultant to SPA/RAC for the execution of the contract, will become and remain the property of SPA/RAC, and the consultant will submit them to SPA/RAC. The names and logos of UNEP/MAP - SPA/RAC must be displayed appropriately in the documentation to be produced in the framework of this consultancy.

Article 11 - Arbitrage, dispute settlement

Every dispute arising from or in connection with this contract execution shall be solved by way of amicable negotiations by the parties. The contract is deemed to have been made in Tunisia and to be subject to Tunisian law. In case of dispute, the Court of Tunis is competent.

Article 12 - Liability and insurance

SPA/RAC does not accept any liability for acts of third parties, accidents, sickness, losses of any kind, however caused arising during the implementation of the specific actions and the production of the relative outputs expected. The bidder confirms that themselves or any involved staff will be covered by appropriate insurance.

Article 13 - Force majeure

Force majeure means any event outside the control of a party so that it is impossible for one party to carry out his obligations or the implementation of these obligations becomes so difficult that it is considered to be impossible to carry them out under such circumstances.

The party which invokes force majeure must inform its co-contractor within seven (7) days of its occurrence so that the contractual deadline will be suspended with a joint agreement between the parties for the period which is covered by the case of force majeure.

SPA/RAC has a right to assess the circumstances of the impediments invoked by the holder as a case of force majeure to see if they are convincing, and if this should not be the case, then the days of discontinued work will be accounted for as days of delay.

Failure by either party to fulfill any of its contractual obligations does not entail a contract termination or failure to fulfill its contractual obligations if such a failure is due to a case of force majeure, if the party that finds itself in such a situation has done the following:

- a. has taken all the reasonable precautions and measures to allow it to comply with the terms and conditions of the contract; and
- b. has informed the other party of the event, as soon as possible. Any timeline given to a party for the execution of its contractual obligation will be prolonged by a period which is equal to the period during which that party was prevented from fulfilling its obligations.

Any timeline given to a party for the execution of its contractual obligations will be prolonged by a period which is equal to the period during which that party was unable to fulfill its obligations due to the case of force majeure.

Article 14 - Cancellation conditions

SPA/RAC could cancel the contract in case of non-respect of the deadline of execution (Article 9: Deadline for the execution of the mission) or of non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 4 of the technical specifications: Tasks to be undertaken), and in the case described in the Article 10 (Penalty), when the amount is capped at 10% of the total amount of the consultancy. In case of cancellation, the payment will be done in proportion to the tasks already carried out and judged satisfactory.