



## **CALL FOR CONSULTANCY N°25/2023\_SPA/RAC**

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

**“Updating the Guidelines for controlling the vectors of introduction into the Mediterranean of NIS and invasive marine species and the Guide for risk analysis assessing the impacts of the introduction of NIS updated taking into account the Mediterranean BWM.”**

# TECHNICAL SPECIFICATIONS

## 1. BACKGROUND

Information on NIS in the Mediterranean varies considerably depending on the source – both with respect to the number of introductions and the relative importance of pathways of introduction. In relation to pathways, this is due to a number of factors including differences in the terminology used in different analyses, the fact that the importance of any particular pathway can change over time, and that the importance may differ from one sub-region to the next. Corridors, for example, are of particular importance for introductions in the Eastern Mediterranean whereas the majority of introductions to the Western Mediterranean have been linked to maritime transport (as stowaways in the ballast water or biofouling on ships). The most up-to-date data available through the Marine Mediterranean non-indigenous and Invasive Species Database (MAMIAS) suggests that – although the degree of certainty in the numbers is quite low – for the Mediterranean as a whole, stowaways linked to shipping comprise over 70% of the recorded NIS.

Over the past two decades, ships' ballast water has been recognised as one of the major vectors for the introduction of harmful aquatic organisms and pathogens into the marine environment and the introduction of invasive species was recognised as one of the four biggest threats to the marine environment.

In 2016 the updated "Action Plan concerning species introductions and invasive species in the Mediterranean Sea" was adopted (Decision IG.22/12, CoP19, Athens (Greece), 9-12 February 2016). Action plan paragraph 9 recognizes that shipping is a major vector. Elaborating guidelines and any other technical documentation is among the Action to be implemented to reach the objective of the Action Plan which is "to promote the development of coordinated efforts and management measures throughout the Mediterranean region in order to prevent as appropriate, minimize and limit, monitor, and control marine biological invasions and their impacts on biodiversity, human health, and ecosystem services".

With the adoption of the International Convention for the Control and Management of Ships' Ballast Water and Sediments (BWM Convention) in February 2004, the Mediterranean Strategy on Ships' Ballast Water Management (BWM), including its Action Plan and Timetable as well as -the "General Guidance on the Voluntary Application of the D1 Ballast Water Exchange Standard by Vessels Operating between the Mediterranean Sea and the North-East Atlantic and/or the Baltic Sea" was adopted by the Contracting Parties to the Barcelona Convention in 2009 (Decision IG.20/11) and update for the period 2022-2027 (Decision 25/17).

In 2003, SPA/RAC has elaborated the Guidelines for controlling the vectors of introduction into the Mediterranean of NIS and invasive marine species and the Guide for risk analysis assessing the impacts of the introduction of NIS to assist the contracting Parties to address the introduction into the Mediterranean of NIS and invasive marine species.

In the SPA/RAC PoW 2022-2023, it is planned to update the Guidelines for controlling the vectors of introduction into the Mediterranean of NIS and invasive marine species and the Guide for risk analysis assessing the impacts of the introduction of NIS updated taking into account the Mediterranean BWM. It is also important to take consider Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast (IMAP).

## 2. OBJECTIVE AND SCOPE

The aim of this call for consultancy is to update the Guidelines for controlling the vectors of introduction into the Mediterranean of NIS and invasive marine species and the Guide for risk analysis assessing the impacts of the introduction of NIS updated taking into account the Mediterranean BWM and the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast (IMAP).

### 3. TASKS TO BE UNDERTAKEN

The consultant will carry out the following tasks:

- a) Prepare a detailed work plan and timetable to update:
  - the Guidelines for controlling the vectors of introduction of NIS and invasive marine species to the Mediterranean and
  - the Guide for risk analysis assessing the impacts of the introduction of NIS taking into account the Mediterranean BWM and the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast (IMAP);
- b) Prepare the draft updated Guidelines for controlling the vectors of introduction of NIS and invasive marine species to the Mediterranean and the draft updated Guide for risk analysis assessing the impacts of the introduction of NIS;
- c) Assist SPA/RAC in undertaking a national consultation
- d) Finalise the draft updated Guidelines for controlling the vectors of introduction of NIS and invasive marine species to the Mediterranean and the draft updated Guide for risk analysis assessing the impacts of the introduction of NIS

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

The duration of this contract is six 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		Necessary Working days	Deadlines
<p><b><u>Deliverable 1:</u></b> Work plan and Timeline</p> <p>Production of 1 document (word) detailing the work plan and timeline.</p>	Detailed work plan and timeline developed.	1 day	One week after the contract signature
<p><b><u>Deliverable 2:</u></b></p> <p>Production of a (Word format) document in English</p>	The draft updated <u>Guideline controlling the vectors of introduction of NIS and invasive marine species to the Mediterranean</u> and the draft updated <u>Guide for risk analysis assessing the impacts of the introduction of NIS</u>	19 days	One month from the date of the contract signature
<p><b><u>Deliverable 3:</u></b></p> <p>Production of a (Word format) document in English</p>	Provide the final updated <u>Guideline controlling the vectors of introduction of NIS and invasive marine species to the Mediterranean</u> and the draft updated <u>Guide for risk analysis assessing the impacts of the introduction of NIS taking into account the national consultation</u>	Five days	Three months from the date of the contract signature

### 5. SUPERVISION AND COLLABORATION

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

## **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 on non-indigenous species
- Relevant experience in monitoring and assessment of the marine environment with a focus on non-indigenous species
- Good knowledge and working experience of the implementation of the Barcelona Convention, its regional Action Plan for the conservation of threatened habitats and species, 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) IMO and the International Convention for the Control and Management of Ship's Ballast Water and Sediments (BWM) (iv) the EU MSFD (2008/56/EC; 2010/477/EU; 2017/848/EU) is an asset;
- 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 including the lead consultant.

### **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 contract are 25 effective working days (WD). They are estimated as follows:

**Deliverable 1:** 1 days

**Deliverable 2:** 19 days

**Deliverable 3:** 5 days

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

It must contain:

1. A cover letter outlining the consultant's suitability for the job.
2. Personal CVs indicating educational background (including a copy of higher education degrees) as well as all experiences in the field of marine science studies and/or environmental conservation with a focus on non-indigenous species as well as the references regarding similar studies and reference. If other experts are 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 members, in case of more than 1 expert are proposed 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).

If the original administrative documents are not in English or French, it should be provided with additional copies translated into English or French by a sworn translator. Should any of the administrative documents be missing, the tenderer will be contacted to complete the missing offer documents within a period of five (5) days. If after a period of five (5) days, the documents are still not complete the offer will be eliminated.

### **2.3. Financial offer**

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

The financial offer should also include the following documents:

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

### **ARTICLE 3 - SUBMISSION**

Proposals must be received electronically at the following e-mail address: [car-asp@spa-rac.org](mailto:car-asp@spa-rac.org), before **3 July 2023 13:59 pm UTC+1 (Tunis Time)**.

E-mails should have the following subject:

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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: [atef.ouerrghi@spa-rac.org](mailto:atef.ouerrghi@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 35 % will be paid upon submission of deliverables 1,2, and after their review and approval by SPA/RAC.
2. The 2<sup>nd</sup> instalment of 55 % will be paid upon submission of deliverable 3, after the review and approval of SPA/RAC.
3. The 3<sup>rd</sup> and last instalment of 10% will be paid after the completion of the work and submission of all its final version deliverables. This payment is also conditioned by a certificate from SPA/RAC that the service provider has accomplished all its contractual obligations and duties to SPA/RAC’s satisfaction.

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

### **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	
<b>Lead consultant</b>	<b>Experience</b>	Relevant scientific background and experience in marine biodiversity monitoring and assessment studies with a focus on non-indigenous species	<b>35 points Maximum</b> (5 points / study + 2 additional points/study in the Mediterranean)
		No similar study	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>
		University degree in the above-mentioned fields	3 points
	No university degree in the above-mentioned fields	0 point ( <i>in this case the offer is eliminated</i> )	
<b>Associate consultant</b>	<b>Experience</b>	Relevant scientific background and experience in marine biodiversity monitoring and assessment studies with a focus on non-indigenous species	<b>20 points Maximum</b> (4 points/ study + 1 additional points/study in the Mediterranean)
		No similar study	0 points
	<b>Diploma</b>	Post-graduate university degree in marine science and /or environmental science or equivalent field	<b>5 points maximum</b>
		University degree in the above-mentioned fields	3 points
	No university degree in the above-mentioned fields	0 point ( <i>in this case the offer is eliminated</i> )	
<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>25 points maximum</b>
		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	8 points

		reference and the study's objectives	
		Methodology not clearly presented and does not meet the terms of reference and the study's objectives, or no methodology presented	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>
		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:

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

### 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 - 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 hundredths (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, or losses of any kind, however caused arising during the implementation of the specific actions and the production of the relative outputs expected. The bidder confirms that they or any involved staff will be covered by appropriate insurance.

#### **ARTICLE 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 for the deadline of the execution in the application of Article 8 (Deadline for the execution of the mission);
- b. in the case described in 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 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 .....

( ..... ) EURO ATI. I take due note of the fact that you are not obliged to proceed with the tendering procedure and that I cannot claim a compensation. I pledge that the conditions in my offer will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the date for the deadline for the receipt of tenders. SPA/RAC pledges to pay the amount after the signing of a convention into the bank current account of the Bank ..... In the name ..... of .....

Under the number of ..... RIB (BIC – IBAN) .....

In ....., on .....  
(Name, first name and function) Right for submission (Signature)

## ANNEX 2 DETAILS OF TOTAL PRICE

The bidder, in support of its bid, should provide a breakdown of each unit price according to the following model:

Designation	Unit price	Tasks 1		Tasks 2		Tasks 3 ...		Total Tasks (1+2+3...)		
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	
<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)**