



Mediterranean  
Action Plan  
Barcelona  
Convention



**CALL FOR CONSULTANCY**  
**N°09/2024\_SPA/RAC\_FishEBM Med**

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

**Improving national capacities for integrating data on  
commercial fisheries, incidentally, caught vulnerable species,  
pollution impacts and sustainable use of marine ecosystem  
services into wider Good Environmental Status processes**

**December 2024**

**This call for consultancy document is available only in English.  
Offers should be made in English.**

# TECHNICAL SPECIFICATIONS

## I- CONTEXT AND JUSTIFICATION

### ***1.1. The Specially Protected Areas Regional Activity Centre***

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention in order to assist the Mediterranean countries in implementing the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) of the Barcelona Convention<sup>2</sup>. Tunisia has been hosting the Centre since its establishment in 1985.

The Centre works under the auspices of the United Nations Environment Programme / Mediterranean Action Plan (UNEP/MAP) - Barcelona Convention Secretariat, based in Athens, Greece.

SPA/RAC's main objective is to contribute to the protection, preservation and sustainable management of marine and coastal biological diversity in the Mediterranean and, in particular, the creation and effective management of marine and coastal areas of particular natural and cultural value and the conservation of threatened and endangered species of flora and fauna in the Mediterranean.

For more information, please consult: [www.spa-rac.org](http://www.spa-rac.org).

### ***1.2. The FishEBM MED project***

The Mediterranean sustains ancient fisheries alongside diverse industrial, semi-industrial, and small-scale operations, exploiting its rich biodiversity. Unlike other regions, it lacks large mono-specific fisheries, relying instead on a variety of benthic and pelagic stocks, including molluscs and crustaceans. Given its semi-enclosed nature, cooperation among littoral States is crucial for sustainable management, balancing the preservation of marine biodiversity with the needs of fishing communities. Despite being overshadowed by emerging sectors like tourism and oil exploration, the fishery sector provides vital employment, nutrition, and coastal community support. With anthropogenic pressures rising, there's a growing need for ecosystem-based management to ensure sustainability. The FishEBM Med project therefore has as its objective to reverse the over-exploitation of select commercial living marine resources by enhancing the capacity of Mediterranean countries to manage fisheries, including through the application of ecosystem-based management tools, in their blue economy development pathway.

The project will be implemented, in Albania, Algeria, Bosnia and Herzegovina, Lebanon, Libya, Montenegro, Morocco, Tunisia, and Türkiye, through the following five Components:

- Component 1 – Strengthened capacity to manage commercial fisheries, with particular focus on SSF
- Component 2 – Enhanced integration of emerging monitoring, control and surveillance technologies in the fight against IUU fishing
- Component 3 – Integrated ecosystem-based management tools and ecosystem approach to biodiversity protection and sustainable fisheries
- Component 4 – Innovative blue economy solutions accounting for the fishery sector
- Component 5 – Knowledge management and out scaling

The project aligns with the Post-2020 Strategic Action Programme for the Conservation of Biological Diversity in the Mediterranean (SAPBIO) and the General Fisheries Commission for the Mediterranean's (GFCM) 2023 strategy. It seeks to implement key objectives of these frameworks by:

1. Enhancing capacity for sustainable fisheries management, in line with SAPBIO's goals for biodiversity conservation.
2. Integrating advanced monitoring technologies to address IUU fishing, as prioritized in the GFCM 2023 strategy.

3. Implementing ecosystem-based management tools, as advocated for by both SAPBIO and GFCM to ensure long-term sustainability.
4. Developing innovative blue economy solutions, aligning with the objectives of both frameworks to promote sustainable economic development.
5. Sharing knowledge and best practices, fostering collaboration and learning, as emphasized in SAPBIO and GFCM strategies to promote regional cooperation and capacity building.

FishEBM MED is a project funded by GEF and it's a collaborative effort led by the Food and Agriculture Organization (FAO) and the United Nations Environment Programme (UNEP), with execution facilitated by the General Fisheries Commission for the Mediterranean (GFCM) and the Mediterranean Action Plan (MAP) under the Barcelona Convention, through the Specially Protected Areas Regional Activity Centre (SPA/RAC).

### ***1.3. The Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and related assessment criteria (IMAP)***

In 2008, Contracting Parties decided through their COP 15 Decision IG.17/6 to progressively apply the Ecosystem Approach to the management of human activities that may affect the Mediterranean marine and coastal environment for the promotion of sustainable development to achieve and maintain Good Environmental Status (GES) of the Mediterranean Sea and coasts.

A major component of the ecosystem approach implementation is related to the monitoring and assessment of the status of the marine and coastal environment. In view of establishing a coherent region-wide framework, the Contracting Parties adopted in 2016 the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) (COP 19 Decision IG.22/7).

IMAP sets out all the required elements to cover in an integrated manner monitoring and assessment of biodiversity and fisheries, pollution and marine litter, and coast and hydrography. The core of IMAP is the 23 regionally agreed common indicators and 4 candidate indicators, for which scientific knowledge and information is not yet fully developed to allow for regional monitoring and assessment, covering for the moment 9 out of 11 Ecological Objectives, namely the E01, E02, E03, E05, E07, E08, E09, E010, E011.

The Ecological objective related to fisheries "Harvest of commercially exploited fish and shellfish" (E03) has been broken down into Operational Objectives only. There is a need to define GES and associated target, Monitoring and Assessment Scales, Assessment Criteria, Thresholds and Baseline Values for the E03 IMAP Common Indicators and Data Dictionaries and Data Standards based on the GFCM/DCRF.

## **II- OBJECTIVE**

Under the component 3 of the project FishEBM Med "Integrated ecosystem-based management tools and ecosystem approach to biodiversity protection and sustainable fisheries" and particularly the output 3.2 and having regard to the relevance of the MAP instruments and tools, Post2020 SAP-BIO, Post-2020 Regional Strategy for marine and coastal protected areas (MCPAs) and other effective area-based conservation measures (OECMs) in the Mediterranean, the Integrated Monitoring and Assessment Programme (IMAP), and pertinent SPA/BD Protocol Regional Action Plans to the proposed project, as well as of the previous work by the GFCM in supporting the MAP to monitor the good environmental status of Mediterranean ecosystems and biodiversity, the focus will be on the development of national and regional capacities for integrating data on the contribution by commercial fisheries and incidentally caught vulnerable species, and their relations with biodiversity, pollution and ecosystem services, to pursue the Good Environmental Status of marine waters and marine ecosystem according to the IMAP framework and for the monitoring of said status.

Hence, the main objective of the call for consultancy is to ensure the Monitoring of good environmental status (**GES**) of Mediterranean ecosystems and biodiversity with established link to pollution impacts

(as identified within IMAP, eutrophication (E05) contaminants (E09), and marine litter (E010)) and sustainable use of marine ecosystem services.

### III- TASKS TO BE UNDERTAKEN

In view of ensuring the Monitoring of good environmental status (GES) of Mediterranean ecosystems and biodiversity with established link to pollution impacts and sustainable use of marine ecosystem services, experts are expected to:

- a) Conduct a study to identify under IMAP, relations among the different IMAP indicators (Pollution eutrophication et contaminants and marine litter, biodiversity, non-indigenous species, coastal ecosystems and fisheries), in close collaboration with GFCM Secretariat for fisheries-related indicators,
- b) Conduct a comparative analysis of the GFCM and IMAP reporting frameworks to find out available data and required developments on the contribution of the commercial fisheries and incidentally caught vulnerable species data to the Good Environmental Status of Mediterranean marine waters and marine ecosystems, in close collaboration with the GFCM Secretariat for what pertains GFCM reporting frameworks and publicly available data.
- c) Conduct a gap analysis study within the beneficiary countries (Albania, Algeria, Bosnia and Herzegovina, Lebanon, Libya, Montenegro, Morocco, Tunisia, and Türkiye) on available capacities for integrating commercial fisheries and incidentally caught vulnerable species data into the good environmental status of marine waters and coastal ecosystems, in line with IMAP requirements and
- d) Elaborate guidelines for the integration into the national monitoring programmes of the contribution to the Good Environmental Status of Mediterranean marine waters and marine and coastal ecosystems by at least 70% of commercial fisheries and incidentally caught vulnerable species data and their relations with biodiversity, pollution, ecosystem services IMAP indicators.

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

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

The consultant will work under the supervision of a monitoring committee including representative from SPA/RAC and GFCM to discuss, validate and finalise the various phases, tasks and deliverables, and as appropriate in collaboration with the Project Focal Points of the concerned countries, as well as the regional partners in the Mediterranean to collect the data and to facilitate interviews and contacts with the concerned stakeholders.

The following list of reference documents could be considered:

- Draft of Common indicator factsheets for Biodiversity (E01), NIS (E02) and Fisheries (E03)<sup>1</sup>
- [Monitoring the incidental catch of vulnerable species in Mediterranean and Black Sea fisheries - Methodology for data collection](https://www.rac-spa.org/meetings/nfp15/nfp_docs/inf/21wg502_inf06_en.pdf)<sup>2</sup>
- [Guide of vulnerable species incidentally caught in Mediterranean fisheries](https://www.rac-spa.org/meetings/nfp15/nfp_docs/inf/21wg502_inf07_en.pdf)<sup>3</sup>
- [Pocket identification guide of main vulnerable species incidentally caught in fisheries of Croatia, Italy, Morocco, Tunisia, and Turkey](https://www.rac-spa.org/meetings/nfp15/nfp_docs/inf/21wg502_inf08_en.pdf)<sup>4</sup>
- [Comparative Analysis undertaken with regard to IMAP and the European Commission GES Decision 2017/848/EU for Biodiversity](https://www.rac-spa.org/meetings/nfp15/nfp_docs/inf/21wg502_inf10_eng_comparative_analysis_imap_ges.pdf)<sup>5</sup>

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<sup>1</sup> [https://www.rac-spa.org/cormon1/docs/wg430\\_3\\_draft\\_common\\_indicator\\_fact\\_sheet\\_en.pdf](https://www.rac-spa.org/cormon1/docs/wg430_3_draft_common_indicator_fact_sheet_en.pdf)

<sup>2</sup> [https://www.rac-spa.org/meetings/nfp15/nfp\\_docs/inf/21wg502\\_inf06\\_en.pdf](https://www.rac-spa.org/meetings/nfp15/nfp_docs/inf/21wg502_inf06_en.pdf)

<sup>3</sup> [https://www.rac-spa.org/meetings/nfp15/nfp\\_docs/inf/21wg502\\_inf07\\_en.pdf](https://www.rac-spa.org/meetings/nfp15/nfp_docs/inf/21wg502_inf07_en.pdf)

<sup>4</sup> [https://www.rac-spa.org/meetings/nfp15/nfp\\_docs/inf/21wg502\\_inf08\\_en.pdf](https://www.rac-spa.org/meetings/nfp15/nfp_docs/inf/21wg502_inf08_en.pdf)

<sup>5</sup> [https://www.rac-spa.org/meetings/nfp15/nfp\\_docs/inf/21wg502\\_inf10\\_eng\\_comparative\\_analysis\\_imap\\_ges.pdf](https://www.rac-spa.org/meetings/nfp15/nfp_docs/inf/21wg502_inf10_eng_comparative_analysis_imap_ges.pdf)

- [Methodological Approach for mapping the interrelations between Pressures-Impacts and the Status of Marine Ecosystem Components for Biodiversity Cluster](#)<sup>6</sup>
- [Results of the MAVA-funded MedBycatch project \(2017-2022\)](#)<sup>7</sup>
- [The GEF Adriatic Project "Implementation of Ecosystem Approach in the Adriatic Sea through Marine Spatial Planning"](#)<sup>8</sup>
- [Conservation of Marine Turtles in the Mediterranean Region: a Gap Analysis](#)<sup>9</sup>
- [The State of Mediterranean and Black Sea Fisheries of the General Fisheries Commission for the Mediterranean](#) (2023).

#### IV- EXPECTED DELIVERABLES

The duration of this contract is four (04) months, starting from the date of its signature. To implement these tasks, the consultants will be working during a total of forty-eight (48) effective working days.

The various deliverables and their respective deadlines are listed in the table below:

Deliverables	Deadline
<p><b>Deliverable 1:</b> Report of the Inception meeting with, detailed scope of the work and workplan taking into account the meeting of the governing bodies of UNEP/MAP, SPA/RAC (CORMON and SPA/DB Focal Point meetings). The workplan should also consider that the final deliverables should be submitted 10 days after considering the feedback of the monitoring committee and the governing bodies mentioned.</p>	10 days after signing the contract
<p><b>Deliverable 2:</b></p> <ul style="list-style-type: none"> <li>• Report on <b>the identified relations among different indicators</b> (Pollution and marine litter, biodiversity, non-indigenous species, coastal ecosystems and fisheries) under IMAP</li> </ul>	15 days after the submission of presentation of the scope of the work and detailed work
<p><b>Deliverable 3:</b></p> <ul style="list-style-type: none"> <li>• Report with a comparative analysis of the GFCM and IMAP reporting frameworks to find out available data and required developments on the contribution to the Good Environmental Status of Mediterranean marine waters and marine ecosystem by data on commercial fisheries and incidentally caught vulnerable species according to the IMAP framework and</li> </ul>	20 days after submission of the 2 <sup>nd</sup> deliverable
<p><b>Deliverable 4:</b> <b>A gap analysis study</b> within the beneficiaries' countries (Albania, Algeria, Bosnia and Herzegovina, Lebanon, Libya, Montenegro, Morocco, Tunisia, and Türkiye) on available capacities for integrating commercial fisheries and incidentally caught vulnerable species data into the good environmental status of marine waters and ecosystems, in line with IMAP requirements</p>	30 days after the submission of the 3 <sup>rd</sup> deliverable
<p><b>Deliverable 5:</b> <b>Guidelines</b> for the <b>integration</b> in national monitoring programmes of the contribution to the Good Environmental Status of Mediterranean marine waters and marine ecosystems by commercial fisheries and</p>	45 days after the submission of the 4 <sup>th</sup> deliverable

<sup>6</sup> [https://www.rac-spa.org/meetings/nfp15/nfp\\_docs/inf/21wg502\\_inf11\\_eng\\_interrelation\\_pressure\\_impact\\_biodiversity.pdf](https://www.rac-spa.org/meetings/nfp15/nfp_docs/inf/21wg502_inf11_eng_interrelation_pressure_impact_biodiversity.pdf)

<sup>7</sup> <https://www.rac-spa.org/meetings/nfp16/docs/info/WG.548-inf4-ENG.pdf>

<sup>8</sup> [https://www.rac-spa.org/meetings/nfp15/nfp\\_docs/inf/21wg502\\_inf15.pdf](https://www.rac-spa.org/meetings/nfp15/nfp_docs/inf/21wg502_inf15.pdf)

<sup>9</sup> <https://www.medmarineturtles.org/publications/59-conservation-of-marine-turtle-in-the-mediterranean-region-a-gap-analysis>

incidentally caught vulnerable species data and their relations with biodiversity, pollution, ecosystem services IMAP indicators	
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The Consultants and SPA/RAC will regularly inform and consult each other about the process of the elaboration of the deliverables and organise regular coordination meetings, avoiding consequently the adoption of unilateral initiatives.

All the deliverables should be elaborated and submitted in English.

## VII- 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 marine science/ environmental science, or related disciplines
- Demonstrated expertise, at least ten (10) years,
- Excellent knowledge of global, regional, and national requirements for the conservation of marine biodiversity components, monitoring of species, and habitats in line with Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP), and Sustainable Management of Natural Resources, notably fisheries in the Mediterranean.
- Good knowledge and working experience of the Barcelona Convention, the Ecosystem Approach, its Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast (IMAP) and related assessment criteria, the EU MSFD (2008/56/EC; 2010/477/EU; 2017/848/EU) is an asset.
- Excellent writing and communication skills in English; French would be an advantage.
- Strong interpersonal skills and the ability to communicate and work well with diverse stakeholders.

# ADMINISTRATIVE SPECIFICATIONS

## Article 1 – Conditions for participation in the consultancy

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

## Article 2 – Composition and presentation of the offer

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

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

### 2.1. **Technical offer**

It must contain:

1. A curriculum vitae including higher education degrees, information and highlighting references to previous relevant works and publications in relation with the assignment.
2. A methodological note on how to approach, conduct and complete the assignment.
3. Works Planning and detailed time schedule, including a chronogram of intervention of the consultant.

Applicants are encouraged to send references of previous works completed on subjects relevant to the consultancy and send relevant documents by e-mail if those cannot be easily found online.

The selection process may include interviews (through Skype or phone), as well as a pre-selection phase followed by requests for complementary information / negotiation if required.

### 2.2. **Administrative documents**

The administrative offer should include the following administrative documents:

1. A cover letter outlining the consultant's suitability for the job;
2. Document certifying the ability to practice this profession (registration certificate, for example) according to the legislation of their country with the tax number on it.  
*In cases where the bidder has an academic profession (Researcher or University teaching staff), a sworn statement that he/she is complying with the law applicable to taxes and fees in force in his/her country would be accepted. 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. 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.
4. 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 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

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

**“Call for consultancy N°09\_2024/Fish EBM Med - Improving national capacities for integrating data on commercial fisheries, incidentally, caught vulnerable species, pollution impacts and sustainable use of marine ecosystem services into wider Good Environmental Status processes – ‘Applicant name’”.**

The deadline for receiving proposals is set for **Janvier 20th 2025, at 23:59 UTC+1 (Tunis Time)**. Any proposal received by SPA/RAC after this date and time will not be considered.

### Article 4 – Additional information

Should questions or need for clarification related to these terms of reference and their content arise, bidders may submit a written request by e-mail to: [procurement@spa-rac.org](mailto:procurement@spa-rac.org) no later than five (5) calendar days before the deadline for the proposal submission.

### Article 5 – Terms of payment

The fees/payments relating to this contract, the amount of which is set out in the tender, will be paid within 30 days of receipt of the invoice and related supporting documents and/or validation by the SPA/RAC. The terms of payment are as follows:

- 20% of the total amount of the contract will be made after submission of the deliverable 1 and their approval by SPA/RAC.
- 40% of the total amount after receipt and validation of the deliverable 2, 3 and 4 and after review and approval by SPA/RAC.
- 30% of the total amount after receipt and validation by SPA/RAC of the deliverable 5: *Guidelines for the for the integration in national monitoring plans of the contribution to the Good Environmental Status of Mediterranean marine waters and marine ecosystems by commercial fisheries and incidentally caught vulnerable species data and their relations with biodiversity, pollution, ecosystem services indicators.*
- 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 of the final acceptance from SPA/RAC that the service provider has accomplished all its contractual obligations and duties to SPA/RAC's satisfaction.

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



## Article 6 – Evaluation procedure

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

### 6.1. Technical evaluation

The technical offer(s) will be first examined, while the financial offer(s) remain sealed.

Applications will be evaluated based on the following criteria:

- (i) Individual consultant(s) experience and diploma;
- (ii) the methodology proposed for conducting the mission, and
- (iii) the planning and detailed time schedule (including a chronogram of intervention).

Criteria			Scoring
<b>Expert</b>	<b>Experience</b>	Experience in conservation of marine biodiversity components, monitoring of species, and habitats in line with Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) , and Sustainable Management of Natural Resources, notably fisheries in the Mediterranean	<b>60 points maximum</b> (10 points/study) + 2 additional points/study in the Mediterranean)
		No similar studies	0 points <i>(In this case the offer is eliminated)</i>
	<b>Diploma</b>	The titles of Master or PhD in biology/ecology	<b>15 points maximum</b>
		A university degree in biology / ecology or related disciplines	10 points
		No university degree in the above-mentioned or related disciplines	0 point <i>(In this case the offer is eliminated)</i>
<b>The methodology proposed for conducting the mission, the planning and detailed time schedule (including a</b>	<b>a. The methodology proposed for conducting the mission</b>	Methodology clearly presented, well developed and meets the study terms of reference and objectives	<b>30 points maximum</b>
		Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	20 points
		Methodology not well developed but meets the terms of reference and objectives	10 points
		Methodology not clearly presented and does not meet the study terms of reference and objectives, or No methodology presented	0 point (in this case, the tender is eliminated)

chronogram of intervention)	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	<b><u>10 points maximum</u></b>
		Realistic planning but more or less well presented, fairly coherent with the time schedule and with 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 points (in this case, the tender eliminated)
<b>Total score (100 points maximum)</b>			<b>... points</b>

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 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:

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

## 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 the consultant.

## Article 7 – Monitoring, control and validation of the work

The consultants will work under the supervision of SPA/RAC. The consultants will submit draft version of each deliverable as indicated in section 5 (Deliverables and deadlines). The consultants will submit the final version of deliverables considering the SPA/RAC and Concerned CPs inputs as indicated in section 5 (Deliverables and deadlines) of the technical specifications.

## Article 8 – Deadline for the execution of the mission

The time duration for carrying out the study of this contract is four (04) months 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:

Deliverables	Deadline
<b>Deliverable 1:</b> Report of the Inception meeting with, detailed scope of the work and workplan taking into account the meeting of the governing bodies of UNEP/MAP, SPA/RAC (CORMON and SPA/DB Focal Point meetings). The workplan should also consider that the final deliverables should be submitted 10 days after considering the feedback of the monitoring committee and the governing bodies mentioned.	10 days after signing the contract
<b>Deliverable 2:</b> <ul style="list-style-type: none"><li>Report on <b>the identified relations among different indicators</b> (Pollution and marine litter, biodiversity, non-indigenous species, coastal ecosystems and fisheries) under IMAP</li></ul>	15 days after the submission of presentation of the scope of the work and detailed work
<b>Deliverable 3:</b> <ul style="list-style-type: none"><li>Report with a comparative analysis of the GFCM and IMAP reporting frameworks to find out available data and required developments on the contribution to the Good Environmental Status of Mediterranean marine waters and marine ecosystem by data on commercial fisheries and incidentally caught vulnerable species according to the IMAP framework and</li></ul>	20 days after submission of the 2 <sup>nd</sup> deliverable
<b>Deliverable 4:</b> <b>A gap analysis study</b> within the beneficiaries' countries (Albania, Algeria, Bosnia and Herzegovina, Lebanon, Libya, Montenegro, Morocco, Tunisia, and Türkiye) on available capacities for integrating commercial fisheries and incidentally caught vulnerable species data into the good environmental status of marine waters and ecosystems, in line with IMAP requirements	30 days after the submission of the 3 <sup>rd</sup> deliverable
<b>Deliverable 5:</b> <b>Guidelines</b> for the <b>integration</b> in national monitoring programmes of the contribution to the Good Environmental Status of Mediterranean marine waters and marine ecosystems by commercial fisheries and incidentally caught vulnerable species data and their relations with biodiversity, pollution, ecosystem services IMAP indicators	45 days after the submission of the 4 <sup>th</sup> deliverable

## Article 9 – Penalty

In the absence of completion by the tenderer of the services at his charge within the contractual deadlines envisaged in Article 10 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one three hundredth (1/300) of the total amount of the contract for each calendar day of delay.

The amount of the late penalties will be deducted from the accounts. The amount of the penalties is capped at 5% of the total amount of the contract. When this limit is reached, SPA/RAC reserves the

right to terminate the contract at the service provider's fault, in accordance with Article 18 (Cancellation conditions), and without that the service provider can raise disputes or claim any compensation.

## **Article 10 – Intellectual property rights, ownership of document**

All legal rights throughout the world in works or inventions created by the provider in connection with the consultancy will remain the property of 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 present contract, will become and remain the property of SPA/RAC, and the consultant will submit all of them to SPA/RAC.

The provider does not have the right to use or copy the products resulting from this consultancy whatever their form or their media, without the explicit written non objection of the SPA/RAC.

## **Article 11 – Arbitrage, dispute settlement**

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

## **Article 12 – Liability and insurance**

SPA/RAC does not accept any liability for acts of third parties, accidents, sickness, 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 fulfil any of its contractual obligations does not entail a contract termination or failure to fulfil its contractual obligations if such a failure is due to a case of force majeure, if the party that finds itself in such a situation has done the following:

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

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

## Article 14 – Cancellation conditions

SPA/RAC could cancel this contract through a notification in writing addressed to the tenderer after one of the events indicated in the following paragraphs:

- a) no respect 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 specification of the present tender documents;
- 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 15 – Conflict of interests

### 16.1. *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.

### 16.2. *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 17 – 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 sections III and IV of the technical specifications, and Article 11 (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 certificate will only be delivered once the service provider has fulfilled all his obligations resulting from sections III and IV of the Technical Specifications and after corrections of all deficiencies signalled by SPA/RAC.

## ANNEX 1

### SUBMISSION LETTER

I, the undersigned ..... (Expert) of  
..... recorded in the commercial register on ..... under the number  
..... Domiciled at ..... After having taken  
due note of the dossier documents of the call for tenders 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 my bid is ..... (.....) USD Dollars.

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 tender 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 and official stamp)

## ANNEX 1 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									
Expert 1									
Other costs									
Travel and accommodation									
Other costs necessary for the proper execution of the present consultancy									
Sub-total / task (excluding VAT)									
TOTAL Excluding VAT									
VAT Amount									
TOTAL All Taxes Included									

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

Amount of the VAT is fixed at the sum of .....

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

**(Signature and official stamp of the bidder)**