



**Mediterranean
Action Plan**
Barcelona
Convention



CALL FOR CONSULTANCY N°39/2025_SPA/RAC

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

**“Detailed guidelines for effective management measures of dark
habitats”**

September 2025

TECHNICAL SPECIFICATIONS

1. BACKGROUND

Dark habitats in the Mediterranean extend from shallow-water marine caves to deep-sea environments such as submarine canyons, seamounts, cold seeps, and other chemo-synthetic features. These ecosystems host unique and highly sensitive biological assemblages, many of which are threatened by anthropogenic pressures such as unsustainable fishing practices, pollution, climate change, and emerging industrial activities. In particular, bottom trawling has been identified as the most widespread and destructive human activity affecting the seabed, causing extensive damage to benthic communities, including fragile coral and sponge aggregations. The 2005 GFCM ban on bottom trawling below 1000 m was an important milestone yet reports such as Oceana's 2023 analysis highlight that current protections remain insufficient to fully safeguard dark habitats, stressing the need to extend bottom fishing bans and strengthen enforcement measures.

Recognizing their ecological value, the Action Plan for the conservation of dark habitats was adopted at the 18th Ordinary Meeting of the Contracting Parties to the Barcelona Convention (Türkiye, 2013). This was further operationalized through the Dark Habitats Action Plan (2015), which identified the urgent need for regional guidance on monitoring, conservation, and management measures. At the same time, recent assessments such as the State of the Environment and Development in the Mediterranean and the 2023 Mediterranean Quality Status Report confirm that the region is warming faster than the global average, with biodiversity decline accelerating under cumulative human pressures.

In parallel, the **General Fisheries Commission for the Mediterranean (GFCM)** has developed a robust framework for the protection of **Vulnerable Marine Ecosystems (VMEs)** and the establishment of **Fisheries Restricted Areas (FRAs)**. These measures provide valuable precedents for the management of fragile ecosystems, ensuring the sustainability of fisheries while conserving biodiversity. Lessons learned from GFCM initiatives, including FRA designation, enforcement mechanisms, and adaptive management approaches, are highly relevant to the conservation of dark habitats. Complementary expertise from other regional and international partners will further strengthen the integration of scientific, legal, and policy dimensions into the forthcoming guidelines.

In the SPA/RAC PoW 2024-2025, it is planned to develop detailed guidelines for effective management measures of dark habitats as defined in the Action Plan for the conservation of habitats and species associated with seamounts, underwater caves and canyons, aphotic hard beds and chemo-synthetic phenomena in the Mediterranean Sea¹, in collaboration with relevant partners

2. OBJECTIVE AND SCOPE

The overall objective of this consultancy is to elaborate detailed guidelines for effective management measures of dark habitats in the Action Plan for the conservation of habitats and species associated with seamounts, underwater caves and canyons, aphotic hard beds and chemo-synthetic phenomena in the Mediterranean Sea. The guidelines will serve to :

- **Translate existing scientific knowledge** into concrete, practical, and regionally applicable management actions;
- **Ensure coherence** with relevant GFCM frameworks (notably for Vulnerable Marine Ecosystems (VMEs) and Fishery Restricted Areas (FRAs)), thereby bridging fisheries management and biodiversity conservation.
- **Support Contracting Parties** in their efforts to identify, reduce, and mitigate the predominant pressures and threats to dark habitats;
- **Provide a comprehensive framework** to facilitate adaptive management, effective monitoring, compliance enforcement, and cross-sectoral cooperation.

¹ Annex II of the decision IG.25/13 (<https://www.spa-rac.org/en/decision/download/1578/action-plans-for-the-conservation-of-species-and-habitats-under-the-protocol-concerning-specially-protected-areas-and-biological-diversity-in-the-mediterranean?type=en>)

3. TASKS TO BE UNDERTAKEN

The consultant will carry out the following tasks:

1. Desktops Review

- **Systematically review GFCM decisions and scientific guidelines on VMEs and FRAs** to evaluate their direct applicability to dark habitats and to formulate actionable recommendations for enhancing their alignment with biodiversity conservation goals.
- **Identify and catalogue existing management measures and spatial protections** for dark habitats, assessing their effectiveness and highlighting best practices for Mediterranean region.

2. Develop the Guidelines,

- Draft the “Detailed Guidelines for Effective Management Measures of Dark Habitats,” structured in a user-friendly format for managers and decision-makers.

3. Revise and finalise the Guidelines

- Incorporate feedback from SPA/RAC, GFCM, and Contracting Parties and produce the final document ready for regional dissemination.

4. TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The number of working days to implement the tasks and deliverables of this contract are 20 effective working days (WD) with the following tentative schedule:

Deliverables	Description	Necessary Working days	Deadlines
<u>Deliverable 1:</u> (Word format) document in English	Detailed work plan and timeline developed and the Contents of the Draft guidelines.	one day	One week after the contract signature
<u>Deliverable 2:</u> (Word format) document in English	Desktop Review report and Draft guidelines for effective management measures of dark habitats	Fifteen days	One month after contract signature
<u>Deliverable 3 :</u> (Word format) document in English	Final draft, revised	Four days	Two months after 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 dark marine habitats
- Relevant experience in monitoring and assessing the marine environment with a focus on dark marine habitats
- Demonstrated knowledge of fisheries management frameworks, particularly VMEs and FRAs

under GFCM.

- 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);
- Excellent command of English (oral and written) is required.

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Only individual consultants could participate in 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 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. 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 bidder.

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. 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.
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 US\$, 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: procurement@spa-rac.org, before **23 September 2025 11:59 pm UTC+1 (Tunis Time)**.

E-mails should have the following subject:

CALL FOR CONSULTANCY N°39/2025_SPA/RAC

“Detailed guidelines for effective management measures of dark habitats - 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: procurement@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 50 % will be paid upon submission of deliverables 1,2, and after their review and approval by SPA/RAC.
2. The 2nd and last instalment of 50% 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. Individual consultant experience and diploma (60 points);
2. the methodology proposed for conducting the mission (25 points), and
3. the planning and detailed time schedule (including a chronogram of intervention) (15 points).

Criteria			Scoring
consultant experience and diploma	Experience	Advanced experience in marine biodiversity studies and conservation with a focus on dark marine habitats	<u>55 points maximum</u> (12 points/study + 2 additional points/study)
		No similar studies	0 points (<i>In this case the offer is eliminated</i>)
	Diploma	Advanced University degree in marine biodiversity/ environment, such as environmental sciences, marine ecology, marine biology, etc.	<u>5 points maximum</u>
		a university degree	3 points
		No university degree in the above-mentioned or related disciplines	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	<u>25 points maximum</u>
		Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	15 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	<u>15 points maximum</u>
		Realistic planning but more or less well presented, fairly coherent with the time schedule and with the chronogram of intervention	8 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 (<u>100 points maximum</u>)			... 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:

Financial score = (amount of the lowest accepted offer/amount of the offer in question) x 100

6.3. Conclusions of the evaluation committee

The choice of the best offer is achieved by weighting the technical and financial scores using a distribution key of 80/20 basis. To this end:

- The technical score will be multiplied by a coefficient of 0.80.
- The financial score will be multiplied by a coefficient of 0.20.

The weighted technical - financial scores thus calculated will be added to ascertain the offer with the best technical and financial score.

If two offers obtain the same weighted technical-financial scores, preference will be given to the applicant in the following order:

- having obtained the best technical score.
- having obtained the best score for methodology.
- having obtained the best total score for experience and qualifications of experts.

Note: The selection process may include interviews (through a teleconferencing platform), as well as a pre-selection phase followed by requests for complementary information / negotiation if required.

ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The consultant will work under the supervision of SPA/RAC. The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 4 time duration of the contract, deliverables & timeline 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 4 of the technical specifications (time duration of the contract, deliverables & timeline), 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 (time duration of the contract, deliverables & timeline) of the "Technical Specifications" and after corrections of all deficiencies signaled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

I, the undersigned (Lead expert), after having taken due note of the dossier documents of the call for consultancy N° launched by....., pertaining to a mission of..... I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is (.....) US\$ ATI.

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

Under the number of RIB (BIC – IBAN)

In, on

(Name, first name and function)

Right for submission (Signature)

ANNEX 2 DETAILS OF TOTAL PRICE

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

Designation	Unit price	Tasks 1		Tasks 2		Tasks 3 ...		Total Tasks (1+2+3...)	
		Duration	Sub - total	Duration	Sub - total	Duration	Sub - total	Duration	Sub - total
Fees									
Consultant									
Other costs									
Travel and accommodation									
Other costs necessary for the proper execution of the present consultancy									
Sub-total / task (excluding VAT)									
	TOTAL Excluding VAT								
	VAT Amount								
	TOTAL All Taxes Included								

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

Amount of the VAT is fixed at the sum of

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

(Signature and official stamp of the bidder)