



## **CALL FOR CONSULTANCY N°37/2025\_SPA/RAC**

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

**“Updating the Guidelines for the inventorying and monitoring of dark  
habitats in the Mediterranean Sea”**

## **TECHNICAL SPECIFICATIONS**

### **1. BACKGROUND**

Dark habitats are distributed throughout the Mediterranean basin from the sea surface (i.e. caves) to the deep-sea realm. Various habitats of unique scientific and conservation interest are included in this broad habitat category, such as dark caves, submarine canyons, seamounts and chemo-synthetic features supporting sensitive assemblages which require special protection. Therefore, dark habitats were considered under the Action Plan adopted in the Eighteenth Ordinary Meeting of the Contracting Parties to the Barcelona Convention (Türkiye, December 2013).

In the context of implementation schedule of the Dark Habitats Action Plan (UNEP-MAP-RAC/SPA, 2015a) a set of guidelines should be identified aiming to reduce the imminent pressures and threats affecting these vulnerable assemblages. Guidelines for inventorying and monitoring Mediterranean deep-sea habitats and marine caves in order to settle the basis for a regional-based assessment were elaborated in 2017 with the aim to review the known distribution and main characteristics of these ecosystems. Although the Dark Habitats Action Plan covers entirely dark caves, inventorying and monitoring initiatives focusing on marine caves consider the cave habitat as a whole. Therefore, the guidelines present methodologies which cover both semi-dark and dark caves.

In the SPA/RAC PoW 2024-2025, it is planned to update the Guidelines for the inventorying and monitoring of dark habitats in the Mediterranean Sea<sup>1</sup> to progress towards common monitoring methods for caves including modern technologies e.g. photogrammetry modelling as well as in deep sea habitats. It is also important to take consider the results of Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast (IMAP) and the last 2023 Mediterranean quality Status reports.

### **2. OBJECTIVE AND SCOPE**

The aim of this call for consultancy is to update the Guidelines for the inventorying and monitoring of dark habitats in the Mediterranean Sea to progress towards common monitoring methods for caves including modern technologies e.g. photogrammetry modelling as well as in deep sea habitats.

### **3. TASKS TO BE UNDERTAKEN**

The consultant will carry out the following tasks:

- a) Prepare a detailed work plan and timetable to update Guidelines for the inventorying and monitoring of dark habitats in the Mediterranean Sea
- b) Prepare the draft updated Guidelines for the inventorying and monitoring of dark habitats in the Mediterranean Sea;
- c) Assist SPA/RAC in undertaking a national consultation
- d) Finalise the draft updated Guidelines for the inventorying and monitoring of dark habitats in the Mediterranean Sea

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<sup>1</sup> <https://www.spa-rac.org/en/publication/download/1045/guidelines-for-inventorying-and-monitoring-of-dark-habitats-in-the-mediterranean-sea-2019>

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

The number of working days to implement the tasks and deliverables of this contract are 19 effective working days (WD) with the following tentative schedule:

| Deliverables   |   | Necessary Working days | Deadlines   |
|--|---|------------------------|---|
| <b><u>Deliverable 1:</u></b> Work plan and Timeline<br><br>Production of 1 document (word) detailing the work plan and timeline. | Detailed work plan and timeline developed.  | one day                | One week after the contract signature             |
| <b><u>Deliverable 2:</u></b><br><br>Production of a (Word format) document in English  | The draft updated Guidelines for the inventorying and monitoring of dark habitats in the Mediterranean Sea  | Fifteen days           | One month from the date of the contract signature |
| <b><u>Deliverable 33 :</u></b><br><br>Production of (Word format) document in English  | Provide the final draft considering the feedback of the contracting parties after the national consultation | Three days             | Two months from the date of 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 assessment of the marine environment with a focus on on dark marine habitats
- 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; (ii) 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**

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 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 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 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](mailto:procurement@spa-rac.org), before **15 September 2025 11:59 pm UTC+1 (Tunis Time)**.

E-mails should have the following subject:

**CALL FOR CONSULTANCY N°37/2025\_SPA/RAC**

**“Updating the Guidelines for the inventorying and monitoring of dark habitats in the Mediterranean sea - 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](mailto: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 1<sup>st</sup> Instalment of 50 % will be paid upon submission of deliverables 1,2, and after their review and approval by SPA/RAC.
2. The 2<sup>nd</sup> and last instalment of 550% 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                             | <b>55 points maximum</b><br>(12 points/study + 2 additional points/study) |
|   |  | No similar studies   | 0 points<br><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. | <b>5 points maximum</b>   |
|   |  | a university degree  | 3 points  |
|   |  | No university degree in the above-mentioned or related disciplines   | 0 point<br><i>(In this case the offer is eliminated)</i>                  |
| The methodology proposed for conducting the mission, the planning and detailed time schedule (including a | a. The methodology proposed for conducting the mission | Methodology clearly presented, well developed and meets the study terms of reference and objectives                                  | <b>25 points maximum</b>  |
|   |  | Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives                           | 15 points   |

|                             |   |   |                          |
|-----------------------------|---|---|--------------------------|
| chronogram of intervention) |   | 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 signalled by SPA/RAC.

## ANNEX 1 SUBMISSION LETTER

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