

# Call for Proposals:

## Additional economic impact evaluation for the possible designation of the Mediterranean as a SO<sub>x</sub> Emission Control Area

### 1 Invitation note

Plan Bleu has been granted funding from the Mediterranean Trust Fund to coordinate economic impact evaluations in line with the agreed road map for a proposal for the possible designation of the Mediterranean, as a whole, as SO<sub>x</sub> Emission Control Area under MARPOL Annex VI. Plan Bleu intends to apply these funds to the contract for which this Call for Proposals is issued.

Plan Bleu invites eligible consultants to indicate their interest and submit technical and financial proposals to provide consulting services to conduct economic evaluation for the possible designation of the Mediterranean as a SO<sub>x</sub> Emission Control Area, entitled "Completion of the knowledge gathering and the carrying out of the further studies related to the additional economic impact evaluation pursuant to the road map for a proposal for the possible designation of the MED SO<sub>x</sub> ECA. More details on the services are provided in the Terms of Reference".

Proposals may be submitted by individual consulting firms or associations between consultants (existing associations or associations set-up on an ad hoc basis e.g., joint ventures and sub-consultancies). In the second case, respective responsibilities and overall coordination should be clearly defined<sup>1</sup>. Consultants will be **selected for best quality under fixed maximum cost** with the procedures described in this Call for Proposals.

The Call for Proposals includes the following documents:

- Section 1 - Invitation note
- Section 2 - Instructions to Consultants
- Section 3 - Qualifications of Consultants
- Section 3 - Terms of Reference
- Section 4 - Standard Contract

Prior to submitting a proposal, all interested consultants are invited to **express their potential intention of submitting a proposal as soon as possible**, by addressing an email to [sdulbecco@planbleu.org](mailto:sdulbecco@planbleu.org), indicating the name and contact details of the consulting firm or of the association of consultants. This will allow consultants to be informed about the responses to potential queries received from other candidates with regard to this Call for Proposals, between the date of publication of the call and the submission deadline. It

<sup>1</sup> The joint venture shall appoint one of the firms to represent it (lead partner), and all its members shall sign the contract and be jointly liable for the entire contract. Eligible payments under this consultancy can only be made to the lead partner.

will also allow consultants to be informed about any potential adjustments to this call for Proposals which may arise from the evolving situation linked to the COVID-19 crisis (concerning the calendar of deliverables for example). Proposals are acceptable even if the intention to submit a proposal has not been expressed prior to the proposal submission.

The requested proposal should be submitted to Plan Bleu no later than **21 July 2020, 23:59 (CEST time)**. Proposals received after the designated time will be automatically rejected. The proposal is to be transmitted online via the Plan Bleu website, and via email to [sdulbecco@planbleu.org](mailto:sdulbecco@planbleu.org). Submission of proposals by other means is not accepted. Proposals shall be submitted in English.

The proposal must remain **valid for 90 (ninety) days** after the above submission date. During this period, the consultant shall maintain the availability of professional staff nominated in the Proposal.

The maximum available budget for this assignment is **€ 50,000 (fifty thousand euros)**. Consultants shall provide their best technical and financial proposals in separate documents, within this budget, including any tax liability (such as VAT), and any expected travel costs.

This Call for Proposals is transferred but not limited to the consultants having replied to the call for expressions of interest launched and published jointly by REMPEC, Plan Bleu and MED POL and published also on the IMO website on 16 April 2020 with a closing date on 24 April 2020. It is also transferred to consultants known by Plan Bleu and the UNEP/MAP system and present in their rosters or consultant databases who would be potentially qualified for this assignment. This Call for Proposals is also open to other eligible consultants and is therefore published on Plan Bleu's website. Members of the MED SO<sub>x</sub> ECA Technical Committee and other partners are invited to disseminate this Call for Proposals through their professional networks.

## 2 Instructions to Consultants

There is no pre-qualification for this call for proposals. **Consultants should submit technical and financial proposals as two separate documents**, in electronic format. Joint offers by several consultants (associations) should be submitted in the same package.

**The Technical proposal** shall include the following:

- Reference to similar assignments, with links to the corresponding outputs when available online
- Reference to experience in Mediterranean countries
- The CV of the staff/person(s) that will perform the assignment, the CV of the back-up/quality assurance staff
- A specific statement about the quality standards followed by the consultants or firm as well as the proposed quality assurance/risk management arrangement for this assignment
- A specific proposal on the methodology to be followed during the performance of this assignment, with a clear allocation of responsibilities among consultants, corresponding estimated workdays, and timelines. It will also include a draft table of contents of each deliverable listed under section 19 of the terms of reference.

The evaluation committee will be composed of at least three qualified experts. It will evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified here below:

1	Proposed technical approach, methodology and work plan in responding to the Terms of Reference	30
2	Key staff qualifications and competence for the assignment	50

3	Collective team profile (collective experience and expertise) and team's proven ability to work together	10
4	The quality and back-up/risk management arrangements for the assignment	10
Total weight		100

The number of points to be assigned under (2) key staff to each of the assigned key staff shall be determined according to the following three sub-criteria and points:

1. General qualifications: (30)
2. Adequacy for the assignment: (50)
3. Experience in the region and language: (20)

Total weight: 100%

A Proposal shall be rejected if it does not respond to important aspects of the Call for Proposals, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated of 75 Points.

After the technical evaluation is completed, and if the Consultant has secured the minimum qualifying mark, Plan Bleu shall process the financial proposal evaluation.

**The financial proposal** should include the following:

- The total costs of the financial proposal
- A breakdown of costs by activity
- A breakdown of remuneration with names and titles of key staff
- A breakdown of reimbursable expenses
- A statement concerning the consultant's tax liability in the consultant's country of residence and how this liability has been reflected in the Financial Proposal
- A statement indicating that, in the case that the Consultant should be selected and contract negotiations be fruitful, the Consultant agrees to the standard forms of contract provided by Plan Bleu as part of this call for proposals.

Activities and items described in the technical proposal but not priced in the financial proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the financial proposal. The total price shall be indicated in **€ (Euro)**, including any applicable taxes, such as but not limited to VAT, and will be considered as the offered price. Proposals exceeding the total available budget of **€ 50,000 (fifty thousand Euros)** will be rejected.

The weights given to the Technical (T) and Financial (P) Proposals are: T = 75%, and P = 25%. Plan Bleu will select the Consultant that submitted the highest-ranked combined technical and financial offer, and invite such Consultant to negotiate the contract.

The expected date for **contract negotiations, conducted via videoconference, is 24 July 2020**. If the negotiations fail with the selected consultant, Plan Bleu shall inform the consultant in writing of all pending issues and disagreements, and provide a final opportunity to respond in writing. If there is still disagreement, Plan Bleu shall inform the consultant in writing of its intention to terminate negotiations. Negotiations may then be terminated. The same shall be conducted with the next ranked consultant. The minutes of negotiations shall be prepared and signed by both parties.

After completing the negotiations, Plan Bleu shall obtain UNEP's no objection to the negotiated draft Contract, if applicable; sign the Contract; and promptly notify the other consultants who have submitted proposals. In case UNEP objects to the negotiated draft contract, Plan Bleu will take the necessary measures

for due diligence. These can include but are not limited to a new invitation to negotiate the contract or declaration of unfruitfulness of the procurement process even after contract negotiations.

The Consultant is expected to start the assignment on **29 July 2020**.

As needs for reasonable and justifiable changes in the terms of the contract may arise during contract execution, appropriate contract changes may be negotiated, in form of a contract amendment, not exceeding 20 % of the initial contract amount. Such an amendment may address changes in requirements, unexpected delays during the tender process or operational urgencies. Any such amendment should be requested, reviewed, approved, and signed prior to the expiry date of the original contract. Retroactive contract extensions after contract expiry are not possible.

### 3 Qualifications of Consultants

#### General profile

Consultants should have a proven experience in economic impact evaluation and environmental economics, with experience in the field of maritime transport. International experience, preferably in Mediterranean countries is key for conducting this assignment.

#### Required staff

Coordination skills and Teamwork abilities are essential to carry out the consultancy. The following staff is required for the preparation of the above-specified deliverables:

At least two key staff specialists (one economist and one expert on maritime transport/ship emissions) covering the following required qualifications are recommended, while a team with more than 2 specialists would be an advantage:

- Master's degree or PhD, or equivalent in a relevant field with regard to the domains of expertise below
- Domains of expertise: Environmental economics, economic impact evaluation, economics of maritime transport, environmental impacts linked to maritime transport, technical knowledge of ship emission reduction measures; at the international and Mediterranean level
- Years of professional experience in general: at least 10 years
- Years of professional experience in the required domain(s): at least 10 years
- Previous experience in similar projects
- Language requirements for staff and reporting: English. Arabic/French desirable.

It is recommended that key staff be complemented with support staff for quality assurance and back-stopping.

## 4 Terms of Reference



### TERMS OF REFERENCE

#### Mediterranean Trust Fund

**Programme of Work Activity 2.7.1.2: Examine the possibility of designating the Mediterranean Sea as a whole as SO<sub>x</sub> Emission Control Area under MARPOL Annex VI and effectively implement the existing energy efficiency measures**

**FOR THE COMPLETION OF THE KNOWLEDGE GATHERING AND THE CARRYING OUT OF THE FURTHER STUDY RELATED TO THE ADDITIONAL ECONOMIC IMPACT EVALUATION PURSUANT TO THE ROAD MAP FOR A PROPOSAL FOR THE POSSIBLE DESIGNATION OF THE MED SO<sub>x</sub> ECA**

**(LOT 4 – Regional)**

#### Background

1 COP 19<sup>2</sup> adopted Decision IG.22/4 on the Regional Strategy for Prevention of and Response to Marine Pollution from Ships (2016-2021), hereinafter referred to as the Regional Strategy (2016-2021), which addresses the issue of the prevention of air pollution from ships in Specific Objectives 1 and 15.

2 In particular, Specific Objective 15 of the Regional Strategy (2016-2021) established a technical committee of experts, which worked through correspondence, nominated by the Contracting Parties to the Barcelona Convention, to carry out a technical and feasibility study to examine if it is appropriate, at the current stage, to put in place a road map for preparation of a submission to the International Maritime Organization (IMO) to designate as a sulphur oxides (SO<sub>x</sub>) Emission Control Area (ECA) in certain areas of the Mediterranean Sea requiring specific environmental protection, and to explore possible further steps.

3 COP 20<sup>3</sup> agreed to include in the Programme of Work and Budget 2018-2019 of the Mediterranean Action Plan (MAP) of the United Nations Environment Programme (UNEP), also referred to as UNEP/MAP, an activity aimed at examining the possibility of

<sup>2</sup> Nineteenth Ordinary Meeting of the Contracting Parties to the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention) and its Protocols (Athens, Greece, 9-12 February 2016).

<sup>3</sup> Twentieth Ordinary Meeting of the Contracting Parties to the Barcelona Convention and its Protocols (Tirana, Albania, 17-20 December 2017).

designating the Mediterranean Sea, or parts thereof, as SO<sub>x</sub> ECA(s), under Annex VI to the International Convention for the Prevention of Pollution from Ships (MARPOL) and effectively implementing the existing energy efficiency measures.

4 In this context, and on the basis of the outcome of the work of the SO<sub>x</sub> ECA(s) Technical Committee of Experts, coordinated by the Regional Marine Pollution Emergency Response Centre for the Mediterranean Sea (REMPEC), including the Technical and Feasibility Study<sup>4</sup> and the initial draft submission to the IMO<sup>5</sup> prepared by REMPEC, COP 21<sup>6</sup> adopted Decision IG.24/8 on the Road Map for a Proposal for the Possible Designation of the Mediterranean Sea, as a whole, as an Emission Control Area for Sulphur Oxides Pursuant to MARPOL Annex VI, within the Framework of the Barcelona Convention, hereinafter referred to as the road map, which outlines the process and details the related activities.

5 According to the road map, some knowledge gathering based on existing knowledge and studies<sup>7</sup> should be completed and further studies should be carried out with a view to developing a mutually agreed joint and coordinated proposal for the possible designation of the Mediterranean Emission Control Area (Med SO<sub>x</sub> ECA) in accordance with Appendix III (Criteria and procedures for designation of emission control areas) to MARPOL Annex VI, and with the view of formally submitting it to the 78<sup>th</sup> Session of the IMO's Marine Environment Protection Committee (MEPC 78) scheduled for April 2022 (TBC), as follows<sup>8</sup>:

(a) Knowledge gathering:

- synopsis of the assessment (**LOT 1**);
- quantification of the impacts associated with deposition of PM<sub>2.5</sub> and air toxics<sup>9</sup> (**LOT 1**);
- additional detail of land-based emissions controls of SO<sub>x</sub> and PM in the Mediterranean coastal States (**LOT 2**); and
- additional elements on the economic impacts on shipping engaged in international trade (**LOT 4 – Regional**).

(b) Further studies:

- additional economic impact evaluation, more precisely:

<sup>4</sup> entitled "Technical and feasibility study to examine the possibility of designating the Mediterranean Sea, or parts thereof, as SO<sub>x</sub> ECA(s) under MARPOL Annex VI", as set out in the Appendix to document REMPEC/WG.45/INF.9.

<sup>5</sup> entitled "Proposal to Designate the Mediterranean Sea area, [or parts thereof,] as an Emission Control Area for Sulphur Oxides [and Particulate Matter]", as set out in the Appendix to document REMPEC/WG.45/INF.10.

<sup>6</sup> Twenty-first Ordinary Meeting of the Contracting Parties to the Barcelona Convention and its Protocols (Naples, Italy, 2-5 December 2019).

<sup>7</sup> These specifically include the Technical and Feasibility Study, the study entitled "The potential for cost-effective air emission reductions from international shipping through designation of further Emission Control Areas in EU waters with focus on the Mediterranean Sea" prepared by the European Commission as well as the study entitled "ECAMED: a Technical Feasibility Study for the Implementation of an Emission Control Area (ECA) in the Mediterranean Sea" prepared by France, as set out respectively in the Annex to document REMPEC/WG.45/INF.11 and the Annex to document REMPEC/WG.45/INF.12.

<sup>8</sup> The associated package of work is identified and given in **bold**.

<sup>9</sup> The reference to 'air toxics' in the road map stems from the initial draft submission to the IMO that made such a reference essentially because its structure was based on the proposal to designate the North American ECA, as set out in Document MEPC 59/6/5. However, it is acknowledged that the assessment of 'air toxics' is associated with ground level ozone and, therefore, is only relevant to the designation of a nitrogen oxides (NO<sub>x</sub>) ECA and impacts from air toxics are not likely to result from the possible designation of the Med SO<sub>x</sub> ECA. Although the possibility of extending the scope of the Med SO<sub>x</sub> ECA to include NO<sub>x</sub> emissions may be pursued in the future, it is not to be considered at this stage.



- analyses of the impacts on shipping engaged in international trade as well as on trade modal shift outside the Mediterranean (**LOT 4 – Regional & National**); and
  - analyses of the impacts on short-sea shipping activity as well on the social and economic impact on Contracting Parties to the Barcelona Convention including on development for islands, insular and remote areas (**LOT 4 – Regional & National**).
- additional fuel supply and technology analyses (regional fuel production, fuel availability, and alternative compliance technologies) (**LOT 3**).

6 COP 21 agreed to extend the mandate of the SO<sub>x</sub> ECA(s) Technical Committee of Experts, until 30 April 2021, to oversee the completion of the knowledge gathering and the preparations of further studies, notably socio-economic impacts on individual Contracting Parties to the Barcelona Convention *inter alia* as indicated in the road map, including the development of their respective terms of reference, through correspondence coordinated by REMPEC, when examining the possibility of designating the proposed Med SO<sub>x</sub> ECA.

7 COP 21 also requested the Secretariat to update the initial draft submission to the IMO<sup>5</sup> for a proposal for the possible designation of the Med SO<sub>x</sub> ECA, under the guidance of the SO<sub>x</sub> ECA(s) Technical Committee of Experts in line with the agreed road map.

8 To achieve this, REMPEC, the Mediterranean Pollution Assessment and Control Programme (MED POL) and the Plan Bleu Regional Activity Centre (PB/RAC), three UNEP/MAP components, are expected to lead the related activities that are grouped into the following four packages of work:

- .1 **LOT 1:** Draft submission to the IMO (Lead Entity: REMPEC, in cooperation with MED POL and PB/RAC);
- .2 **LOT 2:** Land-based emissions control measures of SO<sub>x</sub> and PM in the Mediterranean coastal States (Lead Entity: MED POL, in cooperation with REMPEC);
- .3 **LOT 3:** Additional analyses of fuel supply and alternative compliance methods (Lead Entity: REMPEC); and
- .4 **LOT 4 – Regional & National:** Additional economic impact evaluation (Lead Entity: PB/RAC, in cooperation with REMPEC).

9 Each package of work is designed to ensure the completion of the necessary knowledge gathering or the carrying out of the necessary further studies, as specified in paragraph 5 above, and shall contribute collectively to the implementation of the road map in a complimentary manner.

10 The packages of work are distinct in that they are different in nature and different in methodology requiring potentially different specialisms to undertake the work.

11 **LOT 4 – Regional**, which will be overseen by the SO<sub>x</sub> ECA(s) Technical Committee of Experts, through correspondence coordinated by REMPEC, shall comprise knowledge gathering and a further study, specifically to provide additional elements on the economic impacts on shipping engaged in international trade<sup>10</sup> and to make additional economic impact evaluation. More precisely, the evaluation shall include analyses of the impacts on shipping engaged in international trade as well as on trade modal shift outside the Mediterranean, analyses of the impacts on short-sea shipping activity, and analyses of the social and economic impact on Contracting Parties to the Barcelona Convention including on development for islands, insular and remote areas. **LOT 4 – Regional** shall provide the necessary input for the finalisation of the draft submission to the IMO under **LOT 1** in accordance with the road map and Appendix III to MARPOL Annex VI.

12 The analyses referred to in paragraph 11 above shall be conducted at the level of the Mediterranean region, as a whole. Whenever practicable, the analyses shall differentiate impacts on countries or groups of countries with different specificities, including, but not limited to:

- .1 countries having ratified MARPOL Annex VI versus countries not having ratified it;
- .2 countries that are Member States of the European Union versus countries that are not EU Member States; and
- .3 countries with significant insularities and/or remote areas.

13 The analyses referred to in paragraph 11 above shall address separately the specific issues linked to:

- .1 international trade;
- .2 short-sea shipping; and
- .3 where relevant, maritime transport to insular and/or remote areas, as well as island States, in the Mediterranean and the socio-economic development of these areas.

14 The results of the analyses referred to in paragraph 11 above shall be accompanied by a sensitivity analysis to the global oil barrel price, as an integral part of the knowledge gathering and the further study. This will allow for future updating of the results of the said study.

15 The finalised draft submission to the IMO, which will integrate the outcome of the knowledge gathering completed and the further study carried out under **LOT 4 – Regional** in accordance with the road map, will be reviewed and validated by the SO<sub>x</sub> ECA(s) Technical Committee of Experts before submission to the Fourteenth Meeting of the Focal Points of REMPEC, to be tentatively held in Malta from 25 to 27 May 2021, for its review and recommendations.

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<sup>10</sup> This addresses the placeholder set out in Section 9.6 of the initial draft submission to the IMO.



## Objectives

16 The principal objectives of the consultancy services will be to complete the knowledge gathering and to carry out the further study related to the additional economic impact evaluation pursuant to the road map with a view to more fully addressing the criteria and procedures for designation of emission control areas laid down in Appendix III to MARPOL Annex VI.

## Assignment

- 17 For the completion of this consultancy, the Consultant shall:
- .1 attend a kick-off Meeting to be held through video-conference, preferably between **29 and 31 July 2020**, to discuss the content of the reference documents to be analysed, the scope of the assignment, as well as to collect all required information for the completion of this consultancy and to agree on the method of work and communication channel;
  - .2 draft a brief kick-off Meeting report to be submitted to PB/RAC and REMPEC reflecting the main outcomes of the meeting;
  - .3 complete the necessary knowledge gathering pursuant to the road map, which shall include:
    - .1 a review of relevant studies, research and other materials, including, but not limited to, those related to the possible designation of the Med SO<sub>x</sub> ECA; and
    - .2 the gathering and compilation of elements on the economic impacts on shipping engaged in international trade.
  - .4 prepare, in consultation with PB/RAC and REMPEC, a draft report of the knowledge gathering referred to above, including a brief summary thereof;
  - .5 carry out the further study related to the additional economic impact evaluation pursuant to the road map, which shall include:
    - .1 an analysis of the potential permanent and transitional changes in competitiveness of the shipping industry, due to compliance with SO<sub>x</sub> ECA requirements, possibly leading to (i) rerouting of shipping routes to maintain competitiveness; and/or (ii) a modal shift (change in transport mode from maritime to route/train/air transport) to occur as a market response to loss of competitiveness of shipping operators<sup>11</sup>. This analysis shall include:

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<sup>11</sup> A study on the issue of potential modal shift and rerouting related to the possible designation of the Med SO<sub>x</sub> ECA is currently being conducted by French institutions. PB/RAC will ensure close coordination with this study to avoid duplication of work.

- .1 an analysis of the sensitivity of SO<sub>x</sub> ECA compliance-related cost changes in shipping companies and transported goods to rerouting and/or modal shift, including, but not limited to, the analysis of:
    - .1 changes in transport cost of goods and passengers transported via maritime transport and changes in demand for maritime transport as a response to changing prices (price-elasticity of demand); and
    - .2 changes in competitiveness of shipping compared to other transport modes.
  - .2 an identification of realistic options for modifying routes and/or for modal shift on those routes; and
  - .3 a brief outline of possible scenarios to mitigate adverse impacts linked to (the distribution of) costs, taking into account that the possible designation of the Med SO<sub>x</sub> ECA would represent an additional effort of pollution reduction compared to the global 0.50% sulphur limit.
- .2 an analysis of the permanent and transitional additional costs and benefits and their distribution for economies and citizens as from 2024 onwards. This analysis shall include:
    - .1 an analysis of costs and benefits linked to potential modal shift or rerouting, as appropriate. For example, a modal shift towards railway transport could be beneficial for economies and the environment, while rerouting would also imply a rerouting of pollution, etc., but might not be beneficial for islands, particularly island States;
    - .2 an analysis of the impacts of increased prices of transport on the purchasing power of citizens;
    - .3 an analysis of the influence on the development potential of affected areas; particularly in the case of remote areas connected to “mainland”, through subsidised maritime traffic of goods and passengers<sup>12</sup>, and islands, particularly island States, the already observed economic impacts linked to the introduced 0.50% sulphur limit since January 2020 shall be identified, where relevant, and the additional potential economic impact of the Med SO<sub>x</sub> ECA in such cases shall be analysed; and

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<sup>12</sup> Where there is no alternative to be connected with the hinterland, local populations might be severely affected, not only in terms of transportation costs to be potentially transferred to the end-user, but also in terms of disproportionate financial burden to the public budget which covers the costs of public service contracts for securing the country’s social and territorial cohesion.

- .4 a brief outline of possible scenarios to mitigate adverse impacts, taking into account that the possible designation of the Med SO<sub>x</sub> ECA would represent an additional effort of pollution reduction compared to the global 0.50% sulphur limit.
- .3 an analysis of the economic impacts on ports and refineries. This analysis shall include an assessment of the current and future potential for distortion of competition between Mediterranean Sea and non-Mediterranean Sea ports and refineries, but also between Mediterranean Sea ports and refineries themselves, bearing in mind that not all Contracting Parties to the Barcelona Convention are Parties to MARPOL Annex VI.
- .6 prepare, in consultation with PB/RAC and REMPEC, a draft report of the further study covering the work referred to in paragraph 17.5 above in an integrated manner, which shall also include:
  - .1 a brief summary thereof; and
  - .2 an annex dedicated to facilitating the carrying out of potential subsequent further studies to be conducted on the same subject at the national level. This annex shall clearly indicate all sources, hypotheses, all assumptions and base data or ratios used for extrapolations, modelling and projection, as well as all data or other information at national level that might have been used for aggregation.
- .7 finalise the report of the knowledge gathering referred to above:
  - .1 integrating the outcomes arising from the draft report of the further study referred to above; and
  - .2 taking into account the feedback and comments provided by PB/RAC and REMPEC following consultations within the SO<sub>x</sub> ECA(s) Technical Committee of Experts<sup>13</sup> and with IMO, UNEP/MAP, in particular MED POL.
- .8 revise the draft report of the further study referred to above, taking into account the feedback and comments provided by PB/RAC and REMPEC following consultations within the SO<sub>x</sub> ECA(s) Technical Committee of Experts<sup>13</sup> as well as with IMO and UNEP/MAP, in particular MED POL;
- .9 prepare, in consultation with PB/RAC and REMPEC, written response to each set of feedback and comments received from the SO<sub>x</sub> ECA(s) Technical Committee of Experts with a view to explaining how such feedback and comments were taken into account when finalising the report of the knowledge gathering and revising the draft report of the further study

<sup>13</sup> These consultations will be held from 28 September 2020 until 23 October 2020.

- referred to above, or providing the reason(s) why these were not taken into account;
- .10 finalise the report of the further study referred to above, taking into account the feedback and comments provided by PB/RAC and REMPEC following consultations within the SO<sub>x</sub> ECA(s) Technical Committee of Experts<sup>14</sup> as well as with IMO and UNEP/MAP, in particular MED POL; and
  - .11 prepare, in consultation with PB/RAC and REMPEC, written response to each set of feedback and comments received from the SO<sub>x</sub> ECA(s) Technical Committee of Experts with a view to explaining how such feedback and comments were taken into account when finalising the report of the further study referred to above, or providing the reason(s) why these were not taken into account.

### Geographical scope of the assignment

- 18 The Consultant will perform the assignment in his/her office/home.

### Reporting

- 19 The Consultant shall:
  - .1 prepare and submit to PB/RAC and REMPEC, not later than **2 working days after the kick-off meeting**, the draft kick-off Meeting report referred to in paragraph 17.2 above;
  - .2 prepare and submit to PB/RAC and REMPEC, not later than **18 September 2020**, the following documents:
    - .1 the draft report of the knowledge gathering referred to in paragraph 17.4 above; and
    - .2 the draft report of the further study referred to in paragraph 17.6 above.
  - .3 prepare and submit to PB/RAC and REMPEC, not later than **13 November 2020**, the following documents:
    - .1 the final report of the knowledge gathering referred to in paragraph 17.7 above; and
    - .2 the revised draft report of the further study referred to in paragraph 17.8 above; and

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<sup>14</sup> These consultations will be held from 7 December 2020 until 22 January 2021.

- .3 the associated written response referred to in paragraph 17.9 above.
- .4 prepare and submit to PB/RAC and REMPEC, not later than **5 February 2021**, the following documents:
  - .1 the final report of the further study referred to in paragraph 17.10 above; and
  - .2 the associated written response referred to in paragraph 17.11 above.

20 All documents produced by the Consultant shall be prepared in English and provided in electronic format using software compatible with Microsoft Office 2007. A separate file with all source data used in the final report of the further study shall also be provided.

21 The following disclaimer shall appear in all documents prepared by the Consultant:

*“This activity is financed by the Mediterranean Trust Fund (MTF) and implemented by the Plan Bleu Regional Activity Centre (PB/RAC) of the Mediterranean Action Plan (MAP) of the United Nations Environment Programme (UNEP), in cooperation with the Regional Marine Pollution Emergency Response Centre for the Mediterranean Sea (REMPEC) as well as the Mediterranean Pollution Assessment and Control Programme (MED POL).*

*The views expressed in this document are those of the Consultant and are not attributed in any way to the United Nations, UNEP/MAP, MED POL, PB/RAC, the International Maritime Organization (IMO) or REMPEC.”.*

## Schedule

22 The work and tasks set out in the present document shall be completed by **15 February 2021**. The contract will be terminated upon the submission by the Consultant of the final report of the knowledge gathering, the final report of the further study and the associated written responses referred to above as well as certification by PB/RAC that the performance of the duties and the work carried out are satisfactory.

23 Within that timeframe, the Consultant shall organise his/her work in the best possible manner and ensure the successful completion of the consultancy.

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## 5 Standard forms of contract

Order letter n° *[insert number]*

Hereby, Plan Bleu pour l'Environnement et le Développement en Méditerranée named as Plan Bleu Regional Activity Centre (PB/RAC), located in Tour la Marseillaise - 16e étage - 2 bis, Boulevard Euroméditerranée - Quai d'Arenc - 13002 Marseille, registered in the Préfecture under the existing number 1/06581, SIRET number 33332248500058, NAF code 7211Z, hereafter referred to as "Plan Bleu", and represented for the purpose of the latter by its director,

on the one hand,

&

*[insert consultant details]*

Postal address:

Nationality, and country of tax domicile, and fiscal N° (or SIRET in France) and if not VAT N°, hereafter referred to as "The Consultant",

on the other hand,

hereby agree to the following conditions:

### 1 Subject

The purpose of this contract is the achievement of the mission described in the enclosed appendix "Terms of Reference" which forms an integral part of the present Order Letter.

### 2 Outputs and intermediary reports

The consultant agrees to submit the following reports to Plan Bleu:

*[insert reporting obligations]*

### 3 Time period:

The final report is planned to be performed in *[insert number]* working days.



The final report has to be completed by *[insert date]* (in figures and in letters).

#### 4 Breach of contract:

In the case of early termination of the contract at the Consultant's initiative, the Plan Bleu Regional Activity Centre reserves the right to review the justification of fees paid in the light of the work actually handed over. The same shall apply if the work handed over after the deadline is deemed to be unusable and/or unacceptable by Plan Bleu (particularly if not conform to the terms of reference).

This deadline can be postponed with written common agreement between the parties. Without any agreement to defer the delivery of the final report, the mentioned date being passed, the Plan Bleu will have the right to break the present contract with the following conditions:

- The Plan Bleu will give notice of its decision by registered letter with acknowledgment of receipt,
- The amounts paid to the Consultant as down payments and intermediate payments will remain his vested interests,
- The payment of any other due sum regarding the present contract will be cancelled,
- The intermediate results of the Consultant works will remain the property of the Plan Bleu that can freely make use of them.

#### 5 Financial terms

The remuneration of the Consultant for this work is set at *[insert amount in figures and letters]* euros that shall be paid in accordance with the following terms: (in figures and in letters)

- *[insert amount]* euros intermediary payments on receipt of the draft report of the knowledge gathering referred to in paragraph 17.4 of the terms of reference and the draft report of the further study referred to in paragraph 17.6 of the terms of reference, a progress report including a synthesis of the expenses engaged for the realization of the work foreseen in the present contract, a statement of the days worked and the provisional work such as it is advanced at the date of demand of the intermediate payment,
- *[insert amount]* euros intermediary payments on receipt of the final report of the knowledge gathering referred to in paragraph 17.7 of the terms of reference; the revised draft report of the further study referred to in paragraph 17.8 of the terms of reference; the associated written response referred to in paragraph 17.9 of the terms of reference, a progress report including a synthesis of the expenses engaged for the realization of the work foreseen in the present contract, a statement of the days worked and the provisional work such as it is advanced at the date of demand of the intermediate payment,
- The balance of *[insert amount]* on acceptance by Plan Bleu of the final report of the further study referred to in paragraph 17.10 of the terms of reference and the associated written response referred to in paragraph 17.11 of the terms of reference, with a set statement of the days worked and a set financial state of the expenses made for the realization of the present contract.

This amount covers the Consultant remuneration and all expenses relating to the assignment, including expenses for travel and accommodation inside the area of study and applicable taxes including VAT if

relevant. It could be reduced proportionally to the work provided in case of early termination of the contract as foreseen by article 4.

Payments will be made by bank transfer to the account the Consultant will have notified, **upon reception of invoices from the Consultant.**

When the beneficiary bank account is held outside France, the costs of wire transfer will be as following:

- charged to Plan Bleu only if the consultant provided his complete bank information, mentioning his IBAN (International Banking Account Number) **and** his BIC code (also named SWIFT code) **and** the entire address of his bank,
- charged to the Consultant if one of the following details are missing: IBAN, or BIC code, or the entire address of the receiver bank.

## 6 Payment & bank account

Payments will be made to the following account (bank details attached to the present contract):

- Bank account:
- Name of the person holding the account:
- Bank address:
- IBAN (obligatory for EU countries, Morocco, Tunisia and Turkey):
- BIC code/SWIFT (obligatory for all countries):

## 7 Consultant Status

By accepting the present order letter, the Consultant confirms that he will endorse all costs, taxes and duties, which may be levied upon his fees. The Consultant shall act as a self-employed worker and may under no circumstances be considered as an employee of Plan Bleu, or as a consultant at the United Nations, nor claim to such status to any authority whatsoever. If the consultant is employed as a civil servant, he declares that he has received the full agreement of his administration to fulfil the requirement of this contract.

## 8 Loyalty obligation, ethical statement and respect of the copyright

The Consultant is bound to conform to the French law. He will have to compensate Plan Bleu for all complaints and proceedings that might occur due to law violation.

The Consultant must act honestly and impartially. He also commits himself not to undertake any activity that could be in conflict with the obligations that he has in relation to Plan Bleu, throughout this entire mission.

Moreover, the Consultant is bound to professional secrecy throughout the entire contract and also after the end of the period of commitment to Plan Bleu. Especially, he/she has to refrain from performing public contributions about the mission he/she has been entrusted with outside of any authorization or request addressed by Plan Bleu.

The Consultant agrees to submit an original and innovative piece of work, and to avoid any plagiarism.

If the documents produced are based on or quote previous works, the Consultant has to respect the national and international copyright legislation strictly.

The Consultant is both legally and financially responsible for any infringement of these obligations.

The Consultant at last asserts:

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a) That the negotiation, the result and the execution of the contract did not or will not lead to the collection of EXTRAORDINARY BUSINESS COSTS and in the eventuality that EXTRAORDINARY BUSINESS COSTS would have been paid, he (the consultant) commits himself to repay an equivalent amount to the Plan Bleu.

b) That he did not propose, and will not propose directly or indirectly any advantages (offers, donation promises, gifts...) creating or able to create a bribery infraction as stated by the OCDE CONVENTION of the December, 17<sup>th</sup> 1997, related to the Commitment against foreign public agents corruption.

## 9 Subcontracting

A written agreement by which the Consultant entrusts performance of a part of his/her assignment to a third party constitutes a sub-contracting contract.

Before entering into any commitment with a third party, the Consultant must obtain a written consent from Plan Bleu. The response will be given within 30 days of receipt of the request.

On no case such sub-contracting agreement creates any contractual dealings between Plan Bleu and the sub-contractor.

Besides, the Consultant is responsible for all acts, omissions and negligence by his/her sub-contractors and their employees and experts.

Plan Bleu reserves the right to request from the Consultant the replacement of an inefficient sub-contractor.

## 10 Plan Bleu's responsibility

Plan Bleu may under no circumstances be held responsible for any harmful events possibly suffered by any third party or himself during the work concerned. Moreover, Plan Bleu will not be held responsible in any way for any infringements committed by the Consultant during the exercise of this mission.

Finally Plan Bleu is not responsible for actions of committed third parties as subcontractors by the Consultant.

## 11 Outputs, Output Medium and Ownership of the Texts

All documents elaborated by the Consultant (synthesis reports, notes, diagrams, maps...) will be provided to Plan Bleu on paper and in electronic format.

The text will be provided to Plan Bleu in Word format including all illustrations (tables, graphs, maps, pictures). These illustrations will also be provided separately: the tables and graphs in Excel format and the pictures in original files (JPEG, TIFF...).

The documents produced in the context of this contract will be the shared property of Plan Bleu. Plan Bleu reserves the right to mention or not the name of the Consultant at the time of publication, or for any use of the document – the whole or part of the document -, handed over to Plan Bleu. Any further use by the consultant shall be subject to prior approval.

By signing the present Order Letter, the consultant hereby expressly surrenders all ownership, use or copyright of any document or illustration produced in the context of this contract. This surrender shall be valid regardless of the media used, written, electronic or otherwise.

## 12 Law and language of the contract

The present Order Letter shall be subject exclusively to the regulation and conditions of French law.

All the written papers exchanged between Plan Bleu and the Consultant shall be in French and/or in English.

## 13 Disputes

Plan Bleu and the Consultant undertake to implement everything to settle the disputes which could appear between them out of court. If conciliation cannot be reached, the conflict will be settled according to the French law.

## 14 Final provisions

The Consultant declares his approval of the terms of the present Order Letter of which he initials all the pages including those of the appendix « Terms of reference ».

The signature of the Order Letter shall be preceded with the hand-written wording « Read and approved ».

The Order Letter is drawn up in English and in two copies, of which Plan Bleu keeps one copy, and the consultant the second one.

The Consultant

Name: .....

Date : .....

Signature : .....

Plan Bleu

Name : .....

Date : [Date signature]

Signature : .....

## Annexes

Terms of Reference

Minutes of contract negotiations

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