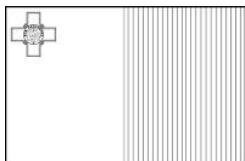


Closing Date:	18/03/2011	at 12:00pm
Our Reference:	T 04/2011	



CALL FOR TENDERS

STUDY ON THE NOBLE PEN SHELL (*Pinna nobilis*) POPULATIONS IN THREE (3) MARINE PROTECTED AREAS (MPAs) IN MALTA¹: IN THE MARINE AREA BETWEEN RDUM MAJJIESA TO RAS IR-RAHEB; MARINE AREA IN THE LIMITS OF MĠARR IX-XINI (GOZO) AND MARINE AREA IN THE LIMITS OF DWEJRA (GOZO)



Programme MED – MEDPAN North
Cohesion Policy 2007 - 2013
Europe in the Mediterranean

This project is being co-financed by the European Union
European Regional Development Fund (ERDF)
Co-financing rate: 85% EU Funds; 15% National Funds



Investing in your future

Tender Document:

This is available for download free of charge from:
www.mepa.org.mt

¹ Malta means Republic of Malta

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1 **Background**

The Malta Environment and Planning Authority (MEPA) is the national agency responsible for regulation, monitoring and enforcement in the fields of environment and land use planning. Amongst its various responsibilities, MEPA is the lead national agency responsible for the designation, regulation and management of protected areas nationwide. This function lies within the responsibility of the Ecosystems Management Unit within MEPA.

MEPA has partnered with 11 other organisations from 5 Mediterranean countries in a project entitled *MedPan North* which aims to improve the management of marine protected areas. This project is co-financed by the European Union through the MED Programme, and amongst other activities, includes a study on the noble pen shell (*Pinna nobilis*) in three (3) marine protected areas (MPAs) in Malta: Rdum Majjiesa to Ras ir-Raheb; Mġarr ix-Xini (Gozo) and Dwejra (Gozo).

Further information about this project can be found on the MEPA website under the following link: http://www.mepa.org.mt/med_medpannorth

Council Directive 92/43/EEC on the conservation of natural habitats and of wild fauna and flora, better known as the Habitats Directive (HD), requires the management of protected areas and the monitoring and surveillance of the conservation status of natural habitats and species of Community interest. The noble pen shell, *Pinna nobilis*, is a protected species under this Directive. It is therefore planned that the *Pinna nobilis* populations in the Marine Protected Areas (MPAs) around Malta are regularly monitored so that the results would be used for management purposes and to fulfil the HD reporting obligations. *Pinna nobilis* is commonly found in *Posidonia oceanica* meadows, with part of its shell buried in the substratum. The *Pinna nobilis* population needs to be monitored regularly to ensure that its conservation status is not degrading.

The MPA from Rdum il-Majjiesa to Ras ir-Raheb (MPA - 1), refer to Figure 1, has been approved as a Site of Community Interest (SCI) under the HD through Commission Decision of 28 March 2008 adopting, pursuant to Council Directive 92/43/EEC, a first updated list of sites of Community importance for the Mediterranean biogeographical region. Thus, this site forms part of the Natura 2000 network. This particular MPA has a 14% coverage (approx 850ha) of *P. oceanica* meadows, and therefore, the presence of *Pinna nobilis* is significant in the MPA.

A protocol for monitoring *Pinna nobilis* populations was developed as one of the set of management tools which was co-financed through the INTERREG IIIC South MedPAN project. The protocol was developed at the same MPA, Rdum il-Majjiesa to Ras ir-Raheb, and baseline information for the *Pinna nobilis* population in this area is therefore available. The protocol involves measuring the shell biometrics using modified veneer calipers known as a multi-caliper, which allows taking multiple measurements in a single action thereby reducing errors. More details on the project and on this protocol can be found on the following link: http://www.mepa.org.mt/interreg3c_medpan

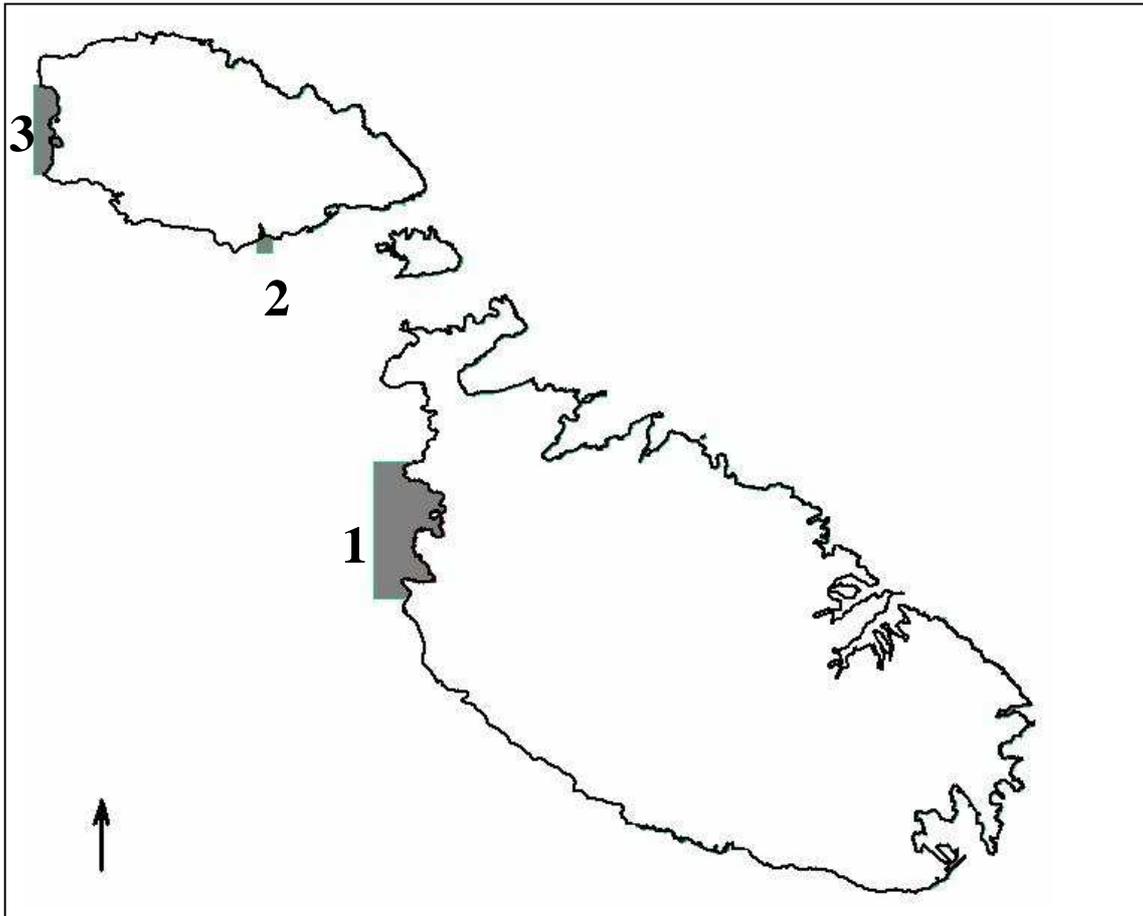


Figure 1 – MPAs in which the *Pinna nobilis* population will be studied.
MPA 1: Marine Area between Rđum Majjiesa and Ras ir-Raheb
MPA 2: Marine Area in the limits of Dwejra (Gozo)
MPA 3: Marine Area in the limits of Mgarr ix-Xini (Gozo)

Within the other two MPAs, that are MPA - 2 Marine area in the limits of Dwejra (Gozo) and MPA - 3 Marine area in the limits of Mgarr ix-Xini (Gozo), the *Pinna nobilis* population has not been studied in detail, although it is known that in both MPAs the populations are relatively small. It is also relevant to note that MPA – 2 and MPA – 3 have a surface area of 31 and 239 hectares respectively. Furthermore MPA – 2 and MPA – 3 have an approximate *Posidonia* bed coverage of 6.5% and 4.4% respectively.

2 Objectives of the tender

The overall objective of this tender is to study the *Pinna nobilis* populations in the three aforementioned MPAs to assist and guide the management of these protected areas and also make it possible to honour the monitoring obligations of the HD in particular Article 17 reporting.

Specific objectives of this study, which are to be carried out for all 3 MPAs, using the previously mentioned protocol, are to:

- Draw an atlas distribution of this species and map the location of living *P. nobilis*;
- Produce a von Bertalanffy growth curve and measure each specimen, whether dead or alive, clearly indicating dead specimens;
- Check and compare recruitment of populations if and when applicable;
- Assess the conservation status of the species and identify its threats and pressures, subsequently making recommendations on how to overcome these threats and pressures and identifying potential management measures to improve the conservation status of the species.

- Devise practical methods for recovering endangered populations or parts thereof, if any;
- Assess any changes in the population of *Pinna nobilis* at MPA – 1 since the last study and identify possible factors affecting it;
- Train MEPA officials on how to perform similar studies in future, apply the methodology to other marine areas, and how to interpret the results of the studies.

3 Methodology and approach

Non-destructive in-situ methods should be employed. Dead specimens may be collected, if these would be required to generate results or explanation thereof. MEPA permits may be required to carry out various activities involving live and dead specimens. The use of a multi-caliper to measure shells is preferred, as it reduces errors. This method has been described by Garcia-March in “Marine Ecology 23(3): 207-217 (2002)”. The “Protocol to Study and Monitor *Pinna nobilis* Populations Within Marine Protected Areas”, completed in 2006 by Jose Rafael García-March and Nardo Vicente as a part of the MEDPAN project co-financed through INTERREG IIC, has to be employed and must be at the basis of the methodology, unless the selected expert has valid reasons to suggest a more suitable method which would then be subject to approval by the MEPA. A copy of this Protocol may be found at: http://www.mepa.org.mt/interreg3c_medpan.

4 Description of work to be performed & results to be achieved

A briefing meeting between the MEPA and the Contractor shall be held at the beginning of the contract.

The Contractor should present a detailed work programme and schedule of work for approval by MEPA, within 2 weeks from contract signature.

The Contractor should provide training to nominated MEPA officials in monitoring and other relevant techniques used, including any calculations necessary, during the entire duration of this contract.

The work to be performed through surveying and data analysis at all 3 MPAs should result in the following:

- Density measurements at regular depth intervals. The ten stations that were analysed in the MPA at Rđum Majjiesa to Ras ir-Raheb must all be studied again through this tender in order to assess any changes in the population of this species at this MPA. Any factors possibly contributing to these changes should also be identified.
- Size of shells measured in-situ
- Size distribution and growth rates
- Length vs maximum width regression (based on dead shells found in the MPAs. If not the right kind of specimens are found, the expert shall inform the MEPA so that the approach to be taken is decided such as using already existing length / width relationships)
- Spatial distribution and mapping of *Pinna nobilis*
- Rough correlation of population density with abiotic factors such as sediment, and biotic factors such as the presence or absence of *Posidonia oceanica*
- Estimation of population size based on mathematical computations in areas where direct counts may not be possible
- Fitting of a growth equation
- Other information and calculations as necessary
- Assessment status of the conservation status of the species using the traffic-light system so as to allow the proper reporting as required under Article 17 of the Habitats Directive. The assessment should also identify threats and pressures
- Practical methods to aid the recovery of endangered populations of *Pinna nobilis* should be proposed and if re-population of certain spots is necessary, suggestions on possible methodology to be followed and optimal spots or sites for such an activity should be given.

The final output should be a report which includes:

- Raw data

- Details on the sampling procedure and methodology used, mathematical calculations and other information, which would enable the re-application of the same method in the near future, to re-assess the *P. nobilis* population
- Analysis and results of the data as per activities listed above
- Maps or atlases of the resulting population distribution, with relevant information such as general benthic habitat type, sediment type, bathymetry, general currents [such data is expected to be supplied by MEPA, if available], raw and analysed data in spreadsheet format, etc.
- A number of photographs showing *Pinna nobilis* in different MPAs. At least four photographs for each MPA must be supplied. MEPA will have sole copyright and un-restricted use.
- Assessment of the conservation status in a manner to allow the proper monitoring as per Article 17 of the Habitats Directive.
- Description of methods to aid the recovery of endangered populations of *Pinna nobilis*, including where this needs to be done

The draft report shall be submitted to MEPA for review by week 18, after which the final report shall be submitted by week 25.

All results and reports, including maps, should be submitted to MEPA in hard and digital formats. The digital format shall be in such a way as to allow editing.

Mapping technicalities: Digital mapping shall follow the National Grid/Universal Transverse Mercator Grid (UTM) as described by the National Reference System.

Projection:	Universal Transverse Mercator Zone 33S
Ellipsoid:	Hayford International
Datum:	European Datum 1950
Grid:	UTM Zone 33 S
Projection:	Universal Transverse Mercator
Ellipsoid:	International (Hayford)
Unit of measurement:	Metre
Meridian of Origin:	15° East of Greenwich
Latitude of Origin:	Equator
Scale Factor at Origin:	0.9996
False co-ordinates of Origin:	500,000 m Easting, Nil m Northing
Datum:	European 1950

5 Duration and work schedule

The project will be implemented over a maximum period of 18 weeks. The tenders submitted must contain a detailed implementation schedule giving indicative dates of in-situ surveying and the measuring tool that will be used. Once the contract has been signed, MEPA may ask for further clarifications and/or alteration of the schedule.

6 Expertise requirements

The Contractor is expected to

- be a marine biologist with a doctorate degree in marine biology
- have a proven track record of projects similar to the scope of this tender
- have at least five years experience in the field, including practical experience in marine ecosystems surveying
- have thorough knowledge of the various methods used to study *Pinna nobilis* populations and published work on the study of marine invertebrate populations, in particular on *Pinna nobilis*
- have good communication and writing skills
- demonstrate experience in project management and project coordination

- be a qualified diver up to advanced open water level at least, preferably with nitrox certification

7 Location of the assignment

The site surveying will be performed in Malta but the report *per se* may be prepared elsewhere. In the latter case, the Contractor shall perform the assignment from his own premises. The MEPA shall provide meeting facilities as may be required during the course of assignment.

8 Language of the assignment

English

9 Reporting

The Contractor shall report to the MEPA Project Leader or his representative.

10 Publicity Requirements

All reports, and other printed material produced through this contract must clearly state that this project is financed by the European Regional Development Fund through the MED Programme. The Contractor shall consult the relevant publicity guidelines for Territorial Cooperation projects issued by the Planning and Priorities Coordination Division (PPCD) [www.ppcd.gov.mt], to ensure that the correct publicity text and logos are used.

11 Materials

The Contractor shall be responsible for establishing his own sources of supply for goods, equipment, including diving equipment and photographic equipment, materials and software to perform the necessary activities and tasks.

The Contractor shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of MEPA or any representative of MEPA. The purchase of equipment to perform the activities described in Section 4 is not covered by this tender.

12 Budget

Tenders must be presented in Euro.

The maximum budget available for this tender is **€16,000** inclusive of VAT and other taxes. Offers exceeding this amount will not be taken into consideration.

The price for the tender must include all the services to be provided. The price quoted is fixed and not subject to revision or escalation in costs.

VAT and all other taxes are to be quoted separately.

13 Payment terms

Payment shall be effected as follows:

- Pre-financing of 20% upon contract signature;

- Balance of 80% following completion of activities.

14 Submission Requirements

The bids must contain the following:

- A detailed CV of the expert(s) who will be engaged on this assignment, in Europass format.
- A quotation for the provision of the above stated services on a global price contract basis. The global price offer must be quoted net of VAT.
- Details of the methodology and approach to be used to attain the objectives of this tender including a detailed implementation schedule giving indicative dates of in-situ surveying. The methodology should include a description of the non-destructive sampling methods, data collection methods including a map showing sampling stations and the tool used to measure *Pinna nobilis*, how the data collected will be analysed and mathematical computations that will be used to derive the results. The accuracy, precision and limitations of the methodology described shall also be stated.
- Brief description of the entity's background, relevant past assignments and portfolio of recent work.

The above documentation should be deposited in sealed envelopes entitled '**STUDY ON THE NOBLE PEN SHELL (*Pinna nobilis*) POPULATIONS IN THREE (3) MARINE PROTECTED AREAS (MPAs) IN MALTA**' and referenced '**T 04/2011**' to the tender box at the MEPA premises in Floriana, before 12:00pm on Friday 18th March 2011. Any technical questions concerning this call for tenders should be addressed to the Director of Environment Protection Mr. Martin Seychell on email martin.seychell@mepa.org.mt. Late submissions will not be considered.

15 Criteria for the Evaluation of Offers

Tenders will be evaluated on the following criteria:

- Quality of the technical proposal in terms of methodology and approach (30 %);
- Past experience of the contractor in similar assignments (30%);
- Qualifications and experience of the key experts (20%)
- Financial offer (20%).

The total attainable score is 100 points.

To be considered for this contract, bidders must score at least 65 points.

MEPA reserves the right to refuse any offer even the most advantageous one.

DRAFT CONTRACT AGREEMENT

The Malta Environment & Planning Authority at St. Francis Ravelin, Floriana, Malta, (hereunder referred to as "MEPA") represented by Ing. Ray Piscopo, Director of Corporate Services on the one part

and

XXXXX (hereunder referred to as "the Consultant") represented by XXXXX
on the other part,

have agreed as follows:

1. The Services

The Consultant agrees to perform the Services as detailed in Appendix 1 (Terms of Reference) to this Contract Agreement.

In performing the Services, the Consultant shall provide the necessary skills, care and diligence to the satisfaction of MEPA.

2. Sub-contracting

The Consultant shall not assign, transfer or sub-contract any part of this Contract Agreement, without the prior permission of MEPA.

Any assignment, transfer or sub-contract entered into, shall not exonerate the Consultant from any of his obligations or duties under the Contract Agreement.

3. Contract Period

The Consultant shall perform the Services within the time period specified in Appendix 1, subject to any changes arising from clause 7 (Variations,) and/or clause 8 (Extensions of time.)

4. Property

All property issued by MEPA to the Consultant in connection with this Contract Agreement shall remain the property of MEPA, and shall be used in the execution of the Contract Agreement, and for no other purpose whatsoever without the prior approval of MEPA.

The Consultant shall keep all MEPA property in safe custody and good condition, set aside and clearly marked as the property of MEPA.

On expiry or earlier termination of the Contract Agreement the Consultant shall, if so required, either return such property to MEPA or otherwise dispose of it as instructed by MEPA.

5. Materials

The Consultant shall be responsible for establishing his own sources of supply for goods and materials. The Consultant shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of MEPA or any representative of MEPA.

6. Security

The Consultant shall be responsible for the security of all goods and equipment belonging to MEPA and used by the Consultant in the provision of the Services, belonging to the Consultant, or Consultant's staff, or sub-Consultants whilst on MEPA premises.

7. Variations

MEPA may vary the Contract Agreement by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Consultant.

The value of any such variation shall be valued at a fair and reasonable rate agreed between MEPA and the Consultant.

Where a variation is the result of some default or breach of the Contract Agreement by the Consultant or some other condition for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Consultant.

The Consultant may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by MEPA.

8. Delays

Should, at any point, the Consultant become aware of any circumstance outside its control that may significantly delay the performance of the contract and the agreed workplan of activities, the Consultant shall immediately notify MEPA in writing of the anticipated delay, and as far as this may be feasible, suggest an alternative approach to reaching the agreed deliverable within the timeframes stipulated in Section 13. In exceptional and duly justified circumstances, the Consultants may propose an extension of the originally agreed output as per Clause 8 above for MEPA's consideration.

9. Default

The Consultant shall be in default if he:

- a) fails to perform the Contract Agreement with due skill, care, diligence and timeliness;
- b) refuses or neglects to comply with any reasonable written instruction given by MEPA;
- c) is in breach of the Contract Agreement.

Where in the opinion of MEPA, the Consultant is in default, MEPA may serve a notice giving at least seven days in which to remedy the default.

If the Consultant fails to comply with such a notice MEPA may, without prejudice to any other rights or remedies under the Contract Agreement, take over for as such a period as is necessary the performance of the relevant part of the Contract Agreement and make other arrangements for its completion. Any extra costs arising from this action will be paid by the Consultant or deducted from any monies owing to him.

10. Termination

MEPA may immediately, without prejudice to any other rights and remedies under the Contract Agreement, terminate all or any part of the Contract Agreement by notice in writing to the Consultant, if the Consultant:

- a) fails in the opinion of MEPA to comply with (or take reasonable steps to comply with) a notice under clause 10;
- b) becomes bankrupt or insolvent, or makes an arrangement with his creditors or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation.

11. Liability

Without prejudice to MEPA's remedies for breach of Contract Agreement, the Consultant shall fully indemnify MEPA and its staff against any liability, loss, costs, expenses, claims or proceedings in respect of:

- death or injury to any person;
- loss or damage to any property excluding indirect and consequential loss;
- infringement of third party Intellectual Property Rights;

which might arise as a direct consequence of the actions or negligence of the Consultant or his staff or agents in the execution of the Contract Agreement.

This clause shall not apply where the damage, injury or death is a direct result of the actions, or negligence of MEPA or its staff.

Neither party to the Contract Agreement will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract Agreement because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract Agreement and the time for performance of the affected obligation will be extended by a reasonable period.

12. Payment

The contract value of this tender is XXXX (including VAT). The payment will be effected as follows:

- Pre-financing of 20% upon contract signature;
- Balance of 80% following completion of activities.

13. Intellectual Property Rights

Any data, reports or materials generated by the Consultant as part of the provision of Services under this Contract Agreement shall become the property of MEPA, unless agreed otherwise in writing between MEPA and the Consultant, in accordance with clause 7 (Variations) by means of an addendum to this Contract Agreement.

The Consultant warrants to MEPA that the performance of the Services, shall not in any way infringe any Intellectual Property Rights belonging to any third party and shall fully indemnify MEPA against all actions, claims, costs, charges, expenses and liabilities of whatsoever nature arising from or incurred by reason of any infringement, or alleged infringement.

The Consultant shall not be liable under this Clause if such infringement arises from the use of any design, technique or method of working provided by or specified by MEPA.

If the Consultant is prevented from carrying out his obligations under the Contract Agreement due to any infringement or alleged infringement of any Intellectual Property Rights, MEPA may without prejudice to any other rights and remedies under the Contract Agreement, exercise the powers and remedies available to it under clause 11, Termination.

14. Confidentiality

The Consultant shall not disclose to third parties any information about data, reports or materials that are generated as part of the provision of Services under this Contract Agreement nor make use of such information for purposes other than those related to the Services being provided to MEPA.

15. Environment

The Consultant shall in all his operations, including purchase of materials goods and services, adopt a sound proactive environmental approach, designed to minimise harm to the environment and be able to provide proof of so doing to MEPA on demand.

16. Equal Opportunities

The Consultant is bound to ensure equal opportunities for its staff irrespective of race, colour, religion, gender, national origin or status.

17. Law

This Contract Agreement shall be governed and construed in accordance with the Laws of Malta, and subject to the jurisdiction of the Maltese Courts of Law.

18. Dispute Resolution

All disputes under or in connection with this agreement shall be referred first to arbitrators nominated at a suitable and appropriate working level by MEPA and the Consultant.

If the parties' arbitrators are unable to resolve the dispute within a period of 30 days from its being referred to them, the dispute shall be referred at the instance of either party to the Courts of Malta. The parties shall bear their own legal costs.

The time limit in this clause may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

19. Entry into force

The Contract Agreement contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral.

The Contract Agreement enters into force from the date of the signature of the same Contract Agreement.

20. Signatures

Concluded on the _____ day of _____ 2010

by

Ing. Ray Piscopo
on behalf of the Malta Environment and Planning Authority (MEPA)

OFFICIAL SEAL HERE

XXXXXX
on behalf of the Consultant

OFFICIAL SEAL HERE