





CALL FOR CONSULTANT N°07/2024_SPA/RAC_MTF

TERMS OF REFERENCE FOR THE PROVISION CONSULTING SERVICES

Evaluation and updating of the Action Plan for the conservation of marine turtles in the Mediterranean Sea.

A. TECHNICAL SPECIFICATIONS

1. THE SPECIALLY PROTECTED AREAS REGIONAL ACTIVITY CENTRE (SPA/RAC)

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention to assist the Mediterranean countries in implementing the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) of the Barcelona Convention. Tunisia has been hosting the Centre since its establishment in 1985. The Centre works under the auspices of the United Nations Environment Programme / Mediterranean Action Plan (UNEP/MAP) - Barcelona Convention Secretariat, based in Athens, Greece.

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

For more information, please consult: www.spa-rac.org.

2. RATIONALE

The Contracting Parties to the Barcelona Convention, within the framework of the Mediterranean Action Plan, give priority to the conservation of the marine environment and to the components of its biological diversity. This was confirmed by the adoption of the new 1995 Barcelona Protocol Concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) and of its annexes, among them a list of endangered or threatened species. The Protocol sets out very detailed requirements for endangered or threatened species listed in Annex II and III to the Protocol.

The development and implementation of action plans for the conservation of a species or group of species is an effective way of guiding, coordinating, and reinforcing the efforts of Mediterranean countries to protect the region's natural heritage. These action plans have been adopted by the Contracting Parties as regional strategies setting priorities and activities to be undertaken. They call for greater solidarity between the States of the region, and for coordination of efforts to protect the species in question. This approach has been proved to be necessary to ensure conservation and sustainable management of the concerned species in every Mediterranean area of their distribution.

The Mediterranean Countries adopted 9 regional Action Plans or Strategy:

- 1. Regional strategy for the conservation of Monk Seal in the Mediterranean
- 2. Action Plan for the conservation of marine turtles in the Mediterranean
- 3. Action Plan for the conservation of cetaceans in the Mediterranean
- 4. Action Plan for the conservation of marine vegetation in the Mediterranean
- 5. Action Plan for the conservation of bird species listed in annex II of the SPA/BD Protocol
- 6. Action Plan for the conservation of cartilaginous fishes (Chondrichtyans) in the Mediterranean Sea
- 7. Action Plan concerning species introduction and invasive species
- 8. Action Plan for the conservation of the coralligenous and other calcareous bioconcretions in the Mediterranean Sea

9. Action Plan for the conservation of habitats and species associated with seamounts, underwater caves and canyons, aphotic hard beds and chemo-synthetic phenomena in the Mediterranean Sea (Dark habitats Action Plan)

These Action Plans constitute mi-term regional strategies that should be updated each fiveyear based on an evaluation of their implementation at regional and national levels.

The Action Plan for the conservation of marine turtles in the Mediterranean have been adopted by the Contracting Parties to the Barcelona Convention in 1989, and updated three time in 1999, 2007 and 2013, in response to growing international concern about the status of marine turtles in the Mediterranean, which are facing a number of threats, including mortality due to fishing gear and the loss of their vital habitats on land (nesting beaches).

3. OBJECTIVE

The objective of this consultancy is to provide a framework for defining the respective tasks and responsibilities of SPA/RAC and the designated consultant to evaluate and update the Action Plan for the conservation of marine turtles in the Mediterranean.

4. TASKS AND EXPECTED RESULTS

The Consultant will work under the direct supervision of the SPA/RAC programme officer (Species conservation Programme officers) and the overall supervision of the SPA/RAC Director, and in collaboration with the SPA/BD Focal Points, as well as the regional partners in the mediterranean region to collect the data and to facilitate interviews and contacts with the concerned stakeholders.

The consultant will be expected to make innovative use of online networking, questionnaires, surveys, etc. to obtain the required information and conduct needed consultations.

The consultant must prepare a desk review of relevant existing documents through a compilation of resources materials (e.g. grey and published literature, SPA/RAC progress reports, strategic documents, CoPs Decision...).

Based on this desk review, a prefilled questionnaire with existing data will be prepared for each Mediterranean country as well as for regional institutions and Convention's Secretariats, Associates and Partners of the Action Plan.

The prefilled questionnaire will be sent back to SPA/RAC, who will share it with its focal points and regional institutions and Convention's Secretariats, Associates and Partners of the Action Plans and network of SPA/RAC experts for comments or completion of missing information.

The assessment report on the Status of implementation for the Action Plan will be based on the desk review and the completed questionnaires.

The update of the Action plan will consider the findings and recommendations of the assessment report on the Status of implementation for the Action Plan.

The updating of the Action Plan should be carried out in participatory and consultative way.

The key deliverables are:

1. An inception report including a work plan, detailed methodology and timeline, to be submitted within 5 days after the signature of the contract by both Parties.

- 2. Prefilled questionnaires with existing data prepared for each Mediterranean country as well as for regional institutions and Convention's Secretariats, Associates and Partners of the Action Plan.
- 3. An assessment report on the Status of implementation of the Action Plan for the conservation of marine turtles in the Mediterranean.
- 4. A Draft updating of the Action Plan for the conservation of marine turtles in the Mediterranean.
- 5. A final updating of the Action Plan for the conservation of marine turtles in the Mediterranean.

The **Consultants** and **SPA/RAC** will regularly inform and consult each other about the process of the evaluation and updating and organise regular coordination meetings, avoiding consequently the adoption of unilateral initiatives.

5. TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

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

Deliverables	Deadline
Deliverable 1 : Prefilled questionnaires with existing data prepared for each Mediterranean country as well as for regional institutions and Convention's Secretariats, Associates and Partners of the Action Plan	15 Juillet 2024
Deliverable 2 : Draft assessment report on the Status of implementation of the Action Plan for the Action Plan for the conservation of marine turtles in the Mediterranean.	30 September 2024
Deliverable 3 : First draft update of the Action Plan for the conservation of marine turtles in the Mediterranean.	30 November 2024
Online Dissemination of the deliverable 3 among the SPA/DB Focal Points	15 December 2025
Deliverable 4 : Second draft update of the Action Plan for the conservation of marine turtles in the Mediterranean, taken into account SPA/DB FPs' revisions and comments.	15 January 2025
Presentation of the second update of the of the Action Plan for the conservation of marine turtles in the Mediterranean to the SPA/RAC Focal Point Meeting for endorsement and review.	21-25 May 2025

6. SKILLS AND EXPERIENCE REQUIRED OF THE CONSULTANT

This call for consultancy is addressed to consultants with:

- Advanced degree in environmental marine sciences, conservation of threatened and endangered species and habitats; particularly on of marine turtles in the Mediterranean
- A minimum of five (5) years' experience in conducting conservation activities in marine environment of threatened and endangered species and habitats: particularly on of marine turtles in the Mediterranean.
- Excellent knowledge of global, regional and national requirements for the conservation of species and habitats, notably in the Mediterranean.
- Excellent writing and communication skills in English or in French; Arabic would be an advantage.
- Strong interpersonal skills and the ability to communicate and work well with diverse stakeholders.

B. ADMINISTRATIVE SPECIFICATIONS

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

This consultation is open to consultants with an advanced degree in environmental marine sciences, conservation of threatened and endangered species and habitats; particularly on: of marine turtles in the Mediterranean, and an excellent knowledge of global, regional, and national requirements for the conservation of species and habitats, notably in the Mediterranean.

ARTICLE 2 - COMPOSITION AND PRESENTATION OF OFFERS

The submitted offer must include separately: (i) a technical offer, (ii) administrative documents, and (iii) a separate 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. A curriculum vitae (CV) including: high education (at least 4 years of higher education) with copies of university diplomas, qualifications, professional experience, and references to previous relevant works and publications highlighted in bold and particularly relevant studies.
- 3. Documents/URL links/certificates that support the relevant references presented.
- 4. A detailed methodological note presenting the consultant vision for the project and how it mirrors the assignment objectives and scope, the methodological approach, organization of the work, and comments on the terms of reference, if needed.
- 5. A detailed time planning schedule, organization and sequential chronogram of intervention of consultant expert, the consulting firm intends to apply to implement this mission.

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 folder should include the following administrative documents:

- 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.
- 2. A sworn statement that the bidder is undertaken to comply with the law applicable to taxes and duties in force in his/her country.
- 3. Terms of reference signed (date, signature and stamp of the provider at the end of the document).

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 **United States Dollars (USD)**, in both tax-free and all tax-included prices. It should include all the costs connected to the provision of the service.

The estimated number of effective working days needed to perform this assignment is 25 days.

The financial offer should also include:

- A 'Submission letter', using the template attached in Annex 1.
- '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: car-asp@spa-rac.org, before **09 June 2024 at 23h59 UTC+1 (Tunis Time)**. E-mails should have the following subject:

« CALL FOR CONSULTANCY N°07/2024_SPA/RAC_MTF - Evaluation and updating of the Action Plan for the conservation of marine turtles in the Mediterranean - **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, tenders may submit a written request by e-mail to: car-asp@spa-rac.org; cc: lobna.bennakhla@spa-rac.org and wassim.gaidi@spa-rac.org, no later than two (2) calendar days before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

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

The terms of payment are as follows:

- 1. The 1st Instalment of **30** % will be paid upon submission of the **deliverables 1** and **2** and after their review and approval by SPA/RAC;
- 2. The 2nd instalment of **30** % will be paid upon submission of the **deliverable 3** after the review and approval of SPA/RAC;
- 3. The 3rd instalment of **30**% will be paid upon submission of the **deliverable 4**, after the review and approval of SPA/RAC
- 4. The 4th and last instalment of 10% will be paid after the completion of the work and submission of all its final version deliverables and delivery by SPA/RAC of the final acceptance certificate.

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

A technical score will be awarded to the tender out of a maximum score of 100 points, based on the following criteria:

- 1. Profile (experience and qualifications) of the consultants in relation to the subject of this assignment (**60 points**);
- 2. The proposed methodology for carrying out the assignment (30 points);
- 3. The detailed schedule and timetable (including an intervention chronogram) (10 points).

Technical evaluation grid					
Criteria	Scoring				
Consultant Expert Profile	Experience	 A minimum of five (5) years' experience in conducting conservation activities in marine environment of threatened and endangered species and habitats; particularly on of marine turtles in the Mediterranean. Excellent knowledge of global, regional, and national requirements for the conservation of species and habitats, notably in the Mediterranean. Excellent writing and communication skills in English or in French; Arabic would be an advantage. Strong interpersonal skills and the ability to communicate and work well with diverse stakeholders. 	40 points maximum (10 points/ reference + 1 additional point for a Mediterranean valid reference)		
		No similar references	0 point (In this case the offer is eliminated)		
	Diploma	Advanced degree in environmental marine sciences, conservation of threatened and endangered species and habitats; particularly on of marine turtles in the Mediterranean.	20 points maximum		
		University degree in the above-mentioned disciplines	10 points		
		No university degree	0 point (in this case, the tender is eliminated)		
Proposed methodology for carrying out the assignment		Well-developed methodology that responds precisely to the terms of reference	30 points maximum		

	Methodology fairly well-developed and in line with the terms of reference	20 points	
	Methodology fairly developed and more or less in line with the terms of reference	10 points	
	Methodology not in line with the terms of reference or no methodology presented	0 point (in this case, the tender is eliminated)	
	A coherent, well-structured schedule and timetable that accurately reflects the terms of reference	10 points maximum	
Detailed planning and timetable (including an intervention chronogram)	Planning and timetable moderately coherent and structured but in line with the terms of reference	5 points	
	Planning and Timetable not complying with the terms of reference or not submitted	0 point (in this case, the tender is eliminated)	
	points		

IMPORTANT: Any tender that does not reach the minimum score of 80 points is eliminated. If no tender achieves 80 points, the tender procedure is declared unsuccessful.

Once the technical evaluation work has been completed, the Committee awards a final technical score to each tender.

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 contractor will work under the supervision of a monitoring committee to discuss, validate and finalise the various phases, tasks and deliverables.

The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 3 (TASKS AND EXPECTED RESULTS) and 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 (DURATION OF THE CONTRACT), 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 (DURATION OF THE CONTRACT);
- 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 3 of the technical specifications: TASKS AND EXPECTED RESULTS)
- 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 3 (TASKS AND EXPECTED RESULTS) of the technical specifications, and Article 8 (DURATION OF THE CONTRACT). 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 3 (TASKS AND EXPECTED RESULTS) 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

the	call for consultancy N°	U				or by
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hereby pledge documents re- knowing that	e to execute the requested ser ferred to, for the prices as estab the stamp duties and registratio	rvices in conform blished by myself v on are to be covered	nity with th without taking I by the ins	ne provisioning into accourage. The top	ns define ount the t tal price o	d in the axes and
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	the conditions in my offer will arting from the day after the da		-			nty days
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(Name, first n	name and function)					
Right for sub	mission (Signature)					

ANNEX 2

DETAILS OF GLOBAL PRICE

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

Designation	price	Task 1		Task 2		Task 3		Total Task (1+2+3)	
		Durati on	Sub- total	Durati on	Sub- total	Durati on	Sub- total	Duration	Sub-total
Fees	•	•						•	
Consultant									
Other costs									
Other costs necessary for the proper execution of the present consultancy									
Sub-total/task (including 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 Ta	
(Signature and official stamp of the bidder)	

(Signature of the bidder)