

CALL FOR CONSULTANCY N° 27_/2021_SPA/RAC MAVA TURTLES

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES REVIEW POTENTIAL OPTIONS FOR THE MAVA MARINE TURTLE PARTNERSHIP TO CONTINUE AFTER MAVA'S FUNDING

TECHNICAL SPECIFICATIONS

Section 1. SPA/RAC and its mission

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention in order 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 refer to the official website at: www.spa-rac.org.

Section 2. Rationale and justification

In the Mediterranean Sea, marine turtle species are protected under national legislations and international and regional instruments such as Bern Convention (Convention on the Conservation of European Wildlife and Natural Habitats), Bonn Convention (Convention on the Conservation of Migratory Species of Wild Animals) and Barcelona Convention and its protocol concerning specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol). Within the EU (Habitats Directive 92/43/EEC), the loggerhead turtle and green turtles are priority species whose conservation requires the designation of special areas of conservation and all three species of marine turtles are considered species of community interest in need of strict protection.

In order to protect marine turtles in the Mediterranean, a MAVA funded project has been launched since 2017 and is ongoing until October 2022 within the MAVA Outcome M7 "*Human induced direct mortality species has been minimized or eliminated at Mediterranean level*". The overall objective of the project is to contribute to the effective and sustainable protection of the Mediterranean marine turtles and their habitats, mainly the Loggerhead turtle (*Caretta caretta*) and the Green turtle (*Chelonia mydas*). This project also aims to assist the Contracting Parties of the Barcelona Convention to fulfil their obligation under the SPA/BD Protocol, the Strategic Action Programme for the conservation of Biological Diversity (SAP BIO) in the Mediterranean Region, and the Regional Action Plan for the conservation of Marine Turtles in the Mediterranean.

The project phase 1 (June 2017-July 2020), has achieved activities within the following strategies:

- *Strategy A:* Applied research and monitoring actions on nesting sites and marine hotspots of marine turtles and their habitats while considering local environmental and socio-economic contexts.
- *Strategy B:* Reinforce coordination among concerned partners including decision-makers, scientists and MPA Managers. The aim is to implement harmonized management plans and monitoring protocols following a participatory approach and in line with the EcAp Guidelines.
- *Strategy C:* Build capacities for relevant stakeholders on the conservation of marine turtles and their habitats through training, exchanging, awareness and sharing of experience and information.
- *Strategy D:* Improve the management and the protection of nesting sites.
- *Strategy E:* Reduce the illegal trade of sea turtles' products including through education, raising awareness and communication.

The second phase (July 2020-October 2022) whose action plan (or 'results chain' in technical terms) has been developed in accordance with the Open Standards - a recognized methodology in the conservation field and includes to the following strategies:

- Strategy 1: Partnership Sustainability and Coordination:
- Strategy 2: increasing knowledge to create a baseline for effective conservation
- Strategy 2: securing long-term buy-in for sea turtle conservation
- Strategy 3 : scaling up site protection

The Project is coordinated by SPA/RAC in close collaboration with direct Partners: Archelon, DEKAMER, MEDASSET, MedPAN, NMPZ, WWF Greece, WWF Turkey, WWF North Africa.

The Mediterranean beneficiary countries are: Albania, Algeria, Egypt, Greece, Morocco, Lebanon, Libya, Tunisia, Turkey, and Spain.

Within the Project phase 2, the coordination and the sustainability of the partnership has become a key strategy. The partnership has a high number of organizations, including different NGO's, universities, pan-Mediterranean organizations, many of which are already embedded in international networks. Working closely through this partnership has enabled the project partners, to follow standardised methodologies across a wide range of locations. In phase 1, methods included scientific sampling, awareness raising, capacity building and exchange of information and experience among the partners. Collaborative efforts from all partners brought successful results during the first phase. During the second phase, we want to strengthen and enlarge this partnership across the Mediterranean and to have an active body for the conservation of sea turtles in the Mediterranean beyond 2022. Thus, this partnership needs

to be well-founded and well-coordinated to have a sustainable body to support project results beyond MAVVA funding.

Section 3. Objective

The objective of this call for consultancy is to review the different potential options for the M7 partnership to continue after MAVVA's funding through the elaboration and development of a follow up strategy for the partnership based on the following tasks:

3.1 Assess the strengths and weaknesses of the partnership : SWOT analysis of the partnership), based on the achievement of objectives and the implementation of activities within the MAVVA funded project and to the partnership survey of the MTE evaluation

3.2 Review the different options for the partnership to continue and improve its impact after the end of MAVVA funded project

3.3 Elaborate a workplan/strategy for the transitioning to the proposed scenario, which should start in December 2021 to ensure a smooth transition.

Section 4. Deliverables and deadline

The consultant needs to produce a report with three sections:

4.1 SWOT analysis of the actual partnership;

4.2 Options for the partnership future: Develop Concrete recommendations in terms of financing, governance and functioning for the partnership to continue, after the end of the MAVVA.

4.3 Strategy/workplan to transition that should start in 2021

The first draft report should be submitted as draft by 25th of August 2021 that will be reviewed by the Project Steering Committee no later than 5th of September 2021, comments and evaluation will be returned to the consultant who will work on a final version to be submitted by 10th of September 2021. The report should be in English.

ADMINISTRATIVE CLAUSES

Article 1 –Conditions of participation

The present call for consultancy is open to independent consultants/experts with proven competences, deep knowledge and experience in project monitoring, assessment and fund raising within the Mediterranean region and in relation to marine biodiversity (endangered species and vulnerable habitats).

The Consultant/expert must prove that he/she has all the required legal and professional guarantees for the execution of the present mission under good conditions.

Article 2 – composition and presentation of offers

The submitted offer must include separately a technical offer, administrative documents and a financial offer. The services provided as part of this assignment consist of an overall fixed and non-revisable cost.

2.1 Technical offer

It **must** contain:

1. A cover letter outlining the consultant's suitability for the job
2. A curriculum vitae including university degrees and qualifications, professional experience, and references regarding similar studies in relation with planning processes strategies/projects elaboration and fund raising (including copies/certificates of post-graduate university diploma(s) and documents that support the references presented).
3. A methodology note to present how the consultant will conduct the task, including initial observations/comments on the terms of reference, if needed.

2-2 – Administrative documents

The administrative folder should include the following administrative documents:

1. A cover letter outlining the consultant's suitability for the job;
2. A sworn statement that the expert is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
3. This call for application ToRs signed (date, signature and stamp of the provider at the end of the document).

2.3 Financial offer

The financial offer must be expressed in both tax-free and all tax-included prices. It should include all the costs connected to the provision of the service.

Should any administrative documents be missing, the consultant will be contacted to complete the offer documents. If after a period of 4 days, the documents are still not completed the candidate offer will be rejected (even if already chosen as best positioned).

Article 3 – Submission

Proposals must be submitted in one stage and will contain the documents indicated in article 2 points 2.1, 2.2 and 2.3. Proposals must be received electronically at the following e-mail address:

car-asp@spa-rac.org before **1st August 2021 at 23h59 (Tunis Time)**.

E-mails should have the following subject:

“CALL FOR CONSULTANCY N° 2782021_SPA/RAC_ MAVA TURTLES”

Proposals received after this date and after this time will not be considered.

For additional information:

Should any problems of interpretation arise in the course of drawing up the proposal, bidders may submit a written request by email for further information to: lobna.bennakhla@spa-rac.org no later than 3 calendar days before the deadline for the proposal submission.

Article 4 – Terms of payment

Payment for the mission will be made as follows:

- 50 % upon submission of the draft report and its validation by SPA/RAC
- 50% upon the submission of the final AP version taking into account the outputs of the project steering committee and after its validation by the SPA/RAC.

All payments will be made by bank transfer.

Article 5 –Evaluation procedures

The offers evaluation will be made for each expert position separately and individually.

A. Technical Evaluation

Applications will be evaluated based on the following criteria:

- (i) Profile (diploma and experience) of the consultant in relation to the subject of the present mission (70 points),
- (ii) A brief methodological note proposed for the description of how the aforementioned tasks will be completed and objectives met. (30 points)

The evaluation will be based on a combined technical and financial criterion as follow for the Consultant/Expert:

A. Technical Evaluation (100 pts)		
Criteria	Scoring	
Diploma (Max 20 pts)	PhD/MSc degree in disciplines of relevance for the conservation and sustainable use of the marine and coastal biodiversity or equivalent field and at least 10 years of professional experience in Mediterranean Pelagic Habitats	20 points

	University degree and at least 10 years of professional experience in marine mammals	10 points
	None of the above or in fields far from the one requested	0 points In this case the offer is eliminated
Consultant's experience and number of similar studies / similar experience in terms of strategy development and fundraising (Max 50 pts)	Similar studies	10 points/reference
Methodology proposed for conducting the mission, (Max 30 points)	Note Methodology clearly presented, well developed, and meets the study's objectives <u>(the presentation of improvements and innovations is possible)</u>	30 pts
	Methodology fairly well developed and meets the terms of reference and the study's objectives	20 pts
	Methodology not much developed but meets the terms of reference and the study's objectives	10 pts
	Methodology not clearly presented and does not meet the terms of reference and the study's objectives or no methodology presented	0 pts

Any offer that has not attained the minimum score of 80 points will be eliminated.

In the event of no offer obtains 80 points or more, the call for consultancy process will be declared unsuccessful.

The technically compliant offers will be attributed a technical score based on the following equation:

Technical score = (final score of the technical offer in question / final score of the best technical offer) x 100

B. Financial evaluation

The lowest financial offer will receive 100 points. The other offers will be attributed a score based on the following equation:

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

For each expert separately, 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 technical-financial scores, preference will be given to the consultant in the following order:

- having obtained the best technical score
- having obtained the best total score for similar studies of experts.

Article 6- Monitoring, control and validation of the work

The Expert will work under the supervision of SPA/RAC. The service provider will submit draft version and the final version as indicated in Section 4 of the technical specifications.

Article 7- Deadline for the execution of the mission

The maximum time allocated for carrying out the study is about Twenty five working days (...25....WD)) as from the date of signature of the contract, including the deadlines for handing in the final documents and deliverables according to the following timeline:

Delivrables	Deadlines
Elaboration of the first draft report	25 August 2021
Elaboration of the final report	10 September 2021

Article 8- Penalty

In the absence of completion by the Expert of the services at his charge within the contractual deadlines envisaged in the section 4 Technical specification and article 7 “deadlines for the execution of the mission”, it will be applied as of right and without notice, a penalty of one five hundredth (1/500) 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 ceiling is reached, SPA/RAC reserves the right to terminate the contract at the holder's fault, in accordance with article 13 “cancellation” below, without that the holder cannot raise disputes or claim any compensation.

Article 9-Copyright, ownership of document

All the plans, drawings, software, photos, videos, study reports and any other documents, elaborated and submitted by the service provider to UNEP/MAP-SPA/RAC for the execution of the present contract, will become and remain the property of UNEP/MAP- SPA/RAC, and the service provider will submit them to UNEP/MAP- SPA/RAC. The names and logos of UNEP/MAP- SPA/RAC and MAVFA foundation must be displayed appropriately.

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. This agreement 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 & Insurance

The SPA/RAC does not accept any liability for acts of third parties, accidents, sickness, losses of any kind, however caused arising during the implementation of the specific actions and the production of the relative outputs expected. The Expert confirms that their selves 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 his co-contractor within seven (07) 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 should this 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 his contractual obligations does not entail a contract termination or failure to fulfil his contractual obligations if such a failure is due to a case of force majeure, if the Party that finds himself in such a situation has done the following:

- a. has taken all the reasonable precautions and measures to allow him to comply with the terms and conditions of the present 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 his contractual obligation will be prolonged by a period which is equal to the period during which that Party was prevented from fulfilling his obligations.

Any timeline given to a Party for the execution of his contractual obligations will be prolonged by a period which is equal to the period during which that Party was unable to fulfil his obligations due to the case of force majeure.

Article 13: Cancellation conditions

SPA/RAC could cancel this contract in case of the no respect of the deadline of the execution (Article 7- Deadline for the execution of the mission) or of the non-conformity to the content of the service listed in the technical specification of the present consultancy (section 3“Technical specifications”: *methodology and tasks to be carried out*), and in the case described in the article 8 Penalty, when the amount is capped at 10% of the total amount of the consultancy.

In case of cancellation, the payment will be done in proportion to the tasks already carried out.