



Mediterranean
Action Plan
Barcelona
Convention



CALL FOR CONSULTANCY N°15/2023_SPA/RAC

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

“Development of the conditions and criteria for the award of the Regional Action Plans Partners titles”

February 2023

This call for consultancy document is available only in English. Offers could be made either in English or French.

TECHNICAL SPECIFICATIONS

1. BACKGROUND

In accordance with its mission, the Specially Protected Areas Regional Activity Centre (SPA/RAC) of the Mediterranean Action Plan (UNEP/MAP) is assisting the Contracting Parties to the Barcelona Convention in fulfilling their obligations under the SPA/BD Protocol, the Post-2020 Strategic Action Programme for the Conservation of Biological Diversity and Sustainable Management of Natural Resources in the Mediterranean Region (Post-200 SAPBIO) and the regional Action Plans and strategies to protect vulnerable habitats, endangered species, and areas of conservation interest.

Elaborating and implementing regional action plans to address threats to biological diversity within a common framework, namely the Barcelona Convention, is an effective way to step up efforts by the Mediterranean countries to safeguard the region's natural heritage. Although they do not have a binding legal character, these action plans set out the priorities and activities to be undertaken as defined and agreed with the Contracting Parties.

In all the action plans, coordination of efforts, cooperation and solidarity are a fundamental point. This approach has indeed proved necessary to ensure the conservation and sustainable management of biodiversity in the Mediterranean as a whole.

The Contracting to Barcelona Convention adopted the following Regional Action Plans:

- Action Plan for the management of the Monk Seal
- Action Plan for the conservation of marine turtles
- Action Plan for the conservation of cetaceans
- Action Plan for the conservation of marine vegetation
- Action Plan for the conservation of bird species registered in Annex II of the SPA/BD Protocol
- Action Plan for the conservation of cartilaginous fishes (Chondrichthyans) in the Mediterranean Sea
- Action Plan concerning species introduction and invasive species
- Action Plan for the conservation of the coralligenous and other calcareous bio-concretions in the Mediterranean Sea
- 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

To encourage and reward contributions to the work of applying the Action Plans, the Contracting Parties may at their ordinary meetings grant the title of "Action Plan Partner" to any organization (governmental, NGO, economic, etc.) that has to its credit concrete actions likely to help the conservation and the protection of the species/group of species in question.

Within the PoW 2022-2023, SPA/RAC is requested to develop conditions and criteria for the award of the title of Regional Action Plan Partner (Activity 5.4.4.a). These Conditions for the awarding of the Partner title will be submitted for review by the sixteenth SPA/BD Focal Point meetings, the MAP Focal Points and adoption by the 23rd meeting of the Contracting Parties to the Barcelona Convention and its Protocols (COP 23).

2. OBJECTIVE AND SCOPE

The aim of this call for consultancy is to develop conditions and criteria for the award of the title of Regional Action Plan Partner.

3. TASKS TO BE UNDERTAKEN

The consultant will carry out the following tasks:

- a) Prepare a detailed work plan and timetable to develop conditions and criteria for the award of the title of Regional Action Plan Partner.
- b) Prepare the criteria and procedure for admission as a Regional Action Plan Partner in line with the decision IG.19/6¹ "MAP/Civil Society cooperation and partnership" to be submitted as working document to sixteen Specially Protected Areas Focal Points meeting (22-24 May 2023).
- c) Assist SPA/RAC in: i) Compile the list of Regional Action Partners; ii) identifying potential national and regional partners that comply with the criteria and iii) development of a communication plan for the 2024-2025 biennium to promote the title of Regional Action Plan Partner, strengthen and develop the network of Action Plans' partnership in order to further support the efforts of Mediterranean countries for biodiversity conservation.

4. TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The time duration of this contract is two months starting from the date of its signature. The contract deliverables and timeline of their submission should be carried out in conformity to the following table:

Deliverables & details	Duration of the tasks	Deadlines	
		Draft	Final
Deliverable 1: Detailed work plan and timeline developed.	One days	Three days after the contract signature	
Deliverable 2: Draft criteria and a procedure for admission as Regional Action Partner in line with the decision IG.19/6	Eleven days	Fifteen days from the date of the contract signature	30 days from the date of the contract signature
Deliverable 3: Compiled list of Regional Action Plans Partners	Three days	30 days from the date of the contract signature	
Deliverable 4 : Communication plan for the 2024-2025 biennium to promote the title of Regional Action Plan Partner to strengthen and develop the network of Action Plans' partnership	Five days	40 days from the date of contract signature	50 days from the date of contract signature

5. SUPERVISION AND COLLABORATION

The consultant will work under supervision of the SPA/RAC Programme officers in charge of the

¹https://wedocs.unep.org/bitstream/handle/20.500.11822/7305/09ig19_08_annex2_19_06_eng.pdf?sequence=1&isAllowed=y

Ecosystem and Species Programme and the overall supervision of the SPA/RAC director.

6. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultant(s) should meet the following criteria:

- Advanced experience in the study of marine biodiversity and/or its conservation
- Advanced experience in stakeholder/partner engagement
- Proven communications skills, with experience in the field of marine environmental conservation
- Excellent command of English and French is required.

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Are eligible for the present call of consultancy, only individual consultants.

ARTICLE 2 - COMPOSITION AND PRESENTATION OF OFFERS

The submitted offer must include separately: (i) a technical offer, (ii) administrative documents, and (iii) a financial offer.

The services provided as part of this assignment consist of an overall fixed and non-revisable cost.

The estimated number of net working days to implement the tasks and deliverables of this contract are 20 effective working days (WD). They are estimated as follows:

Deliverable 1: 1 days

Deliverable 2: 11 days

Deliverable 3: 3 days

Deliverable 4: 5 days

2.1. Technical offer

It must contain:

1. A cover letter in English outlining the consultant's suitability for the job.
2. Personal CVs indicating educational background (including a copy of higher education degrees) as well as all experiences in in the study of marine biodiversity and/or its conservation in stakeholder/partner engagement; Proven communications skills, with experience in the field of marine environmental conservation as well as the references regarding similar studies and reference.

If other experts are proposed, the same documents and information should be provided.

3. A detailed methodological note on how the consultant intends to approach and implement the assignment.
4. Planning and detailed time schedule (and chronogram of intervention of the team members, in case of more than 1 expert are proposed in the offer).

Applicants are encouraged to send links to references of previous works completed on subjects relevant to the consultancy or share relevant documents by e-mail if those are not accessible online.

The selection process may include interviews (through a teleconferencing platform), as well as a pre-selection phase followed by requests for complementary information/negotiation if required.

2.2. Administrative documents

The administrative offer should include the following administrative documents:

For individual consultant(s):

1. Document certifying the ability to practice this profession (registration certificate, for example) according to the legislation of their country with the tax number on it.
2. A sworn statement that the bidder is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
3. Terms of reference signed (date, signature of the provider at the end of the document).

If the original administrative documents are not in English or French, it should be provided with additional copies translated into English or French by a sworn translator. Should any of the

administrative documents be missing, the tenderer will be contacted to complete the missing offer documents within a period of five (5) days. If after a period of five (5) days, the documents are still not complete the offer will be eliminated.

2.3. Financial offer

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

The financial offer should also include the following documents:

- submission letter, using the template attached in Annex 1; and
- the details of the global price using the template in Annex 2.

ARTICLE 3 - SUBMISSION

Proposals must be received electronically at the following e-mail address: car-asp@spa-rac.org, before **10 March 2023 11:59 pm UTC+1 (Tunis Time)**.

E-mails should have the following subject:

CALL FOR CONSULTANCY N°15/2023_SPA/RAC

“Development of the conditions and criteria for the award of the Regional Action Plan Partner titles - Applicant name”

Proposals received after this deadline will not be considered.

ARTICLE 4 - ADDITIONAL INFORMATION

Should questions or need for clarification related to these terms of reference and their content arise, bidders may submit a written request by e-mail to: car-asp@spa-rac.org ; cc: lobna.bennakhla@spa-rac.org & atef.ouerghi@spa-rac.org, no later than five (5) calendar days before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

Payment for the mission will be made as follows:

1. The 1st Instalment of 35 % will be paid upon submission of deliverable 1 and draft deliverable 2, and after their review and approval by SPA/RAC.
2. The 2nd instalment of 55 % will be paid upon submission of final deliverable 2, 3 and 4, and after the review and approval of SPA/RAC.
3. The 3rd and last instalment of 10% will be paid after the completion of the work and submission of all its final version deliverables. This payment is also conditioned by a certificate from SPA/RAC that the service provider has accomplished all its contractual obligations and duties to SPA/RAC's satisfaction.

All payments will be made by bank transfer after the receipt of an invoice from the contractor. Payments shall be made to a bank account held by the contractor.

ARTICLE 6 - EVALUATION PROCEDURE

The evaluation will be based on combined technical and financial criteria as follows:

6.1. Technical evaluation

The technical offers will be first examined, while the financial offers remain sealed. Applications will be evaluated based on the following criteria:

1. Experts / Individual consultant(s) capacity and expertise: 65 points
2. Methodology, organization, and work implementation planning and schedule (35 points).

Criteria		Scoring	
consultant	Experience	Advanced experience in the field of marine environmental studies and conservation with a focus on stakeholder/partner engagement and/or communication	60 points Maximum (12 points / study + 3 additional points/study in the Mediterranean)
		No similar study	0 points (in this case the offer is eliminated)
	Diploma	Post-graduate university degree in marine science and /or environmental science or equivalent field	5 points maximum
		University degree in the above-mentioned fields	3 points
		No university degree in the above-mentioned fields	0 point (<i>in this case the offer is eliminated</i>)
3- Methodology, time planning schedule, chronogram of intervention of the team	The methodological note evaluation	Methodology clearly presented, well developed, and meets the terms of reference and the study's objectives	25 points maximum
		Methodology more or less well developed but clearly meets the terms of reference and the study's objectives	15 points
		Methodology poorly developed and meets partially the terms of reference and the study's objectives	8 points
		Methodology not clearly presented and does not meet the terms of reference and the study's objectives, or no methodology presented	0 points
	Planning and time schedule, and chronogram	Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and chronogram of intervention	10 points maximum
		Realistic planning but more or less well presented, fairly	5 points

		coherent with the time schedule and the chronogram of intervention	
		Planning unclearly presented, doesn't respect the deadline, or no planning or no time schedule or no chronogram of intervention	0 point

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

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

6.2. Financial evaluation

Once the technical evaluation has been completed, the financial offers of applicants that have not been eliminated during the technical evaluation will be examined.

The evaluation committee will check that the financial offers do not contain any obvious arithmetical errors. Any possible obvious arithmetical errors will be corrected, and the corrected figures will be taken into consideration.

The evaluation committee will then proceed to a financial comparison. The lowest financial offer that is judged acceptable will receive 100 points. The other offers will be attributed a score based on the following equation:

$$\text{Financial score} = (\text{amount of the lowest accepted offer} / \text{amount of the offer in question}) \times 100$$

6.3. Conclusions of the evaluation committee

The choice of the best offer is achieved by weighting the technical and financial scores using a distribution key of 80/20 basis. To this end:

- The technical score will be multiplied by a coefficient of 0.80.
- The financial score will be multiplied by a coefficient of 0.20.

The weighted technical - financial scores thus calculated will be added to ascertain the offer with the best technical and financial score.

If two offers obtain the same weighted technical-financial scores, preference will be given to the applicant in the following order:

- having obtained the best technical score.
- having obtained the best score for methodology.
- having obtained the best total score for experience and qualifications of experts.

Note: The selection process may include interviews (through a teleconferencing platform), as well as a pre-selection phase followed by requests for complementary information / negotiation if required.

ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The consultant will work under the supervision of SPA/RAC. The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 4 (Deliverables) and section 6 (Time schedule) 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 7 of the technical specifications (Time schedule), and Article 8 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one two hundredths (1/200) of the total amount of the contract (All Taxes Included - ATI) for each calendar day of delay.

The amount of the late penalties will be deducted from the accounts. The amount of the penalties is capped at 10% of the total amount of the contract in ATI. When this threshold is reached, SPA/RAC reserves the right to terminate the contract at the holder's fault, in accordance with Article 14 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

ARTICLE 9 - INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP OF DOCUMENT

All legal rights throughout the world in works or inventions created by the provider in connection with the consultancy shall be allowed to SPA/RAC. The provider recognizes that such rights include, but are not limited to, copyright and other rights in written material, sound and video recordings (including films), maps, photographs, etc. as well as patents and other rights in inventions, and that the said rights enable SPA/RAC to control and authorize, where appropriate all publications, publicity material and other exploitation of the said works and inventions.

All the plans, drawings, software, photos, videos, data, presentations, study reports and any other documents, elaborated and submitted by the provider to SPA/RAC for the execution of the contract, will become and remain the property of SPA/RAC, and the consultant will submit them to SPA/RAC.

The provider does not have the right to use or copy the products resulting from this consultancy, whatever their form or their media, without the explicit written non objection of the SPA/RAC."

ARTICLE 10 - ARBITRAGE, DISPUTE SETTLEMENT

Every dispute arising from or in connection with this contract execution shall be solved by way of amicable negotiations by the parties. The contract is deemed to have been made in Tunisia and to be subject to Tunisian law. In case of dispute, the Court of Tunis is competent.

ARTICLE 11 - LIABILITY AND INSURANCE

SPA/RAC does not accept any liability for acts of third parties, accidents, sickness, or losses of any kind, however caused arising during the implementation of the specific actions and the production of the relative outputs expected. The bidder confirms that they or any involved staff will be covered by appropriate insurance.

ARTICLE 12 - FORCE MAJEURE

Force majeure means any event outside the control of a party so that it is impossible for one party to carry out his obligations or the implementation of these obligations becomes so difficult that it is considered to be impossible to carry them out under such circumstances.

The party which invokes force majeure must inform its co-contractor within seven (7) days of its occurrence so that the contractual deadline will be suspended with a joint agreement between the parties for the period which is covered by the case of force majeure.

SPA/RAC has a right to assess the circumstances of the impediments invoked by the holder as a case of force majeure to see if they are convincing, and if this should not be the case, then the days of discontinued work will be accounted for as days of delay.

Failure by either party to fulfil any of its contractual obligations does not entail a contract termination or failure to fulfil its contractual obligations if such a failure is due to a case of force majeure, if the party that finds itself in such a situation has done the following:

- a. has taken all the reasonable precautions and measures to allow it to comply with the terms and conditions of the contract; and
- b. has informed the other party of the event, as soon as possible. Any timeline given to a party for the execution of its contractual obligation will be prolonged by a period which is equal to the period during which that party was prevented from fulfilling its obligations.

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

ARTICLE 13 - CANCELLATION CONDITIONS

SPA/RAC could cancel this contract through a notification in writing addressed to the tenderer after one of the events indicated in the following paragraphs:

- a. no respect for the deadline of the execution in the application of Article 8 (Deadline for the execution of the mission);
- b. in the case described in Article 9 (Penalty) when the amount is capped at 10% of the total amount of the contract;
- c. non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 4 of the technical specifications: Tasks to be undertaken),
- d. If the tenderer goes bankrupt or into receivership.
- e. If, after a case of force majeure, the holder is unable to execute a substantial part of the Services for a period equal to at least sixty (60) days;
- f. If the tenderer was involved in corruption or fraudulent manipulations to obtain the contract or during the execution of the contract. For the purpose of the clause: a person is guilty of "corruption" if he/she offers, gives, solicits or accepts any kind of advantage in order to influence the action of a public official during the selection or the execution of the contract; and undertakes "fraudulent manipulations" which distort or denature the facts so as to influence the selection or the execution of the contract to the detriment of the borrower; by "fraudulent manipulations" is meant any agreement or collusive manipulation of the tenderers (before or after submitting the proposals) so as to artificially maintain the prices of the tenders at levels which do not correspond to prices which would have resulted from free and open competition and which deprive the borrower of the advantages of free and open competition; or
- g. If SPA/RAC, on its own initiative and for any reason whatsoever, decides to terminate the contract.

ARTICLE 14 – CONFLICT OF INTERESTS

14.1- Prohibition of incompatible activities

The contract tenderer, the personnel and agents must not engage, directly or indirectly, during the contract implementation period, in professional or commercial activities which could be incompatible with the activities with which they have been entrusted due to the present contract.

14.2- non-participation of the holder and his associates in certain activities

The tenderer and his associates are prohibited, during the contract duration and at the end of the contract period, to provide good, works or services means for any project stemming from the services or closely

connected with the present contract services (except for the implementation of the present contract services and their continuation).

ARTICLE 15 - PROVISIONAL AND FINAL ACCEPTANCE

The provisional acceptance is pronounced after complete completion of the services covered by this consultancy i.e., after the completion of the service described in section 2 tasks to be undertaken of the technical specifications, and Article 8 (Deadline for the execution of the mission). The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report issued by the SPA/RAC no later than 30 days from receipt of the deliverables and at the written request of the service provider and the signing of a report of completion of the work/services jointly by the service provider and SPA/RAC. The Service Provider shall, however, correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

Final acceptance will be given one (1) month after the date of provisional acceptance without reservation of the contract. The final acceptance report will only be delivered once the service provider has fulfilled all his obligations resulting from sections 2 (Tasks to be undertaken) and section 4 (Deliverables) of the "Technical Specifications" and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

I, the undersigned (Lead expert), after having taken due note of the dossier documents of the call for consultancy N° launched by, pertaining to a mission of

..... I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is

(.....) EURO ATI. I take due note of the fact that you are not obliged to proceed with the tendering procedure and that I cannot claim a compensation. I pledge that the conditions in my offer will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the date for the deadline for the receipt of tenders. SPA/RAC pledges to pay the amount after the signing of a convention into the bank current account of the Bank In the name of

Under the number of RIB (BIC – IBAN)

In, on
(Name, first name and function) Right for submission (Signature)

ANNEX 2 DETAILS OF TOTAL PRICE

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

Designation	Unit price	Tasks 1		Tasks 2		Tasks 3 ...		Total Tasks (1+2+3...)		
		Duration	Sub - total	Duration	Sub - total	Duration	Sub - total	Duration	Sub - total	
Fees										
Consultant										
Other costs										
Travel and accommodation										
Other costs necessary for the proper execution of the present consultancy										
Sub-total / task (excluding VAT)										
	TOTAL Excluding VAT									
	VAT Amount									
	TOTAL All Taxes Included									

Amount of the offer excluding Tax is fixed at the sum of

Amount of the VAT is fixed at the sum of

Amount of the offer is fixed at the sum ofAll Taxes Included (ATI).

(Signature and official stamp of the bidder)