



**Call for consultancy
N°01/2022_SPA/RAC_IMAP-MPA**

**DEVELOPMENT OF A MANAGEMENT PLAN
FOR THE MARINE AND COASTAL AREA OF SHASH -
GULF OF SIRT IN LIBYA**

TECHNICAL SPECIFICATIONS

1. INTRODUCTION AND BACKGROUND

The SPA/RAC

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). Tunisia has been hosting the Centre since its establishment in 1985. The Centre works under the auspices of the UN Environment/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 areas of particular natural and cultural value and threatened and endangered species of flora and fauna in the Mediterranean.

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

Background

The Specially Protected Areas Regional Activity Centre (SPA/RAC) of the Mediterranean Action Plan (UNEP/MAP) has been designated as co-executing agency in the framework of the regional project "Towards achieving the good environmental status of the Mediterranean Sea and coast through an ecologically representative and efficiently managed and monitored network of marine protected areas" ("IMAP-MPA Project").

The "IMAP-MPA" Project is funded by the European Union (EU) - Directorate General for Neighbourhood and Enlargement Negotiations (DG NEAR) and the European Financial Instrument of the 2018-2022 Green MED III: The European Neighbourhood Instrument (ENI) South, for Water and Environment. It is coordinated and implemented by the UNEP/MAP Secretariat and executed through its Programme for Assessment and Control of Marine Pollution in the Mediterranean Region (MED POL) and the Regional Activity Centre for Specially Protected Areas (SPA/RAC). The project covers a period of 42 months starting in August 2019. The beneficiary countries of the specific national activities are Algeria, Egypt, Lebanon, Libya, Morocco and Tunisia.

Regarding Libya, SPA/RAC has collaborated with the Ministry of Environment in the elaboration of the national strategy for the development of an MPA network. This strategy has already listed the Gulf of Sirte as a potential site to be declared as MPA. The current project will therefore support the elaboration of the management and business plans of the Shash area in the Gulf of Sirte. Besides its high conservation value, the proposed area is one of the most important nesting sites for the loggerhead sea turtle in Libya and in the Mediterranean.

The process of the management plan elaboration will be jointly carried out with the national authorities responsible for protected areas and in consultation with other relevant governmental bodies, civil society and socio-professional and economic actors, based on national/local consultation approach and process. It will be based on the results of the ecological and socio-economic studies undertaken in the area, to ensure that the final version of the management plan will be produced and will consider both conservation objectives and the requirement that the future marine protected area needs to be integrated within its economic and social environment.

2. OBJECTIVES

The main objective of the study is to **elaborate a management plan of the coastal and marine area of Shash - Gulf of Sirt** in Libya. The specific objectives are:

- To synthesize the data pertaining to the site on the basis of the studies carried out by the Ministry of environment, SPA/RAC, and/or any other relevant documents elaborated for the management of the site;
- To reconsider the proposals stemming from the above-mentioned studies taking into account the evolution in terms of the use of the space and the exploitation of the site which occurred in the last period, to supplement the information and the current state of the site;
- To analyse the interactions, covering all aspects, of the study perimeter with its environments, both near and further away, so as to propose a management plan containing actions for the protection, valorisation and the preservation of the study area;
- To consult the local stakeholders regarding the protection, management and valorisation of the site to enhance the conservation and management of the future MPA taking into account the natural, socio-economic and cultural heritages;
- To identify the modalities and mechanisms for the partnership and the participation of the local stakeholders in the management of the future MPA.

3. SCOPE OF THE WORK, TASKS AND DELIVERABLES

The present study shall assess the existing situation by covering the domains of the “eco-socio-system” prevailing within the marine and coastal area and by advocating the human role played by all the stakeholders who are striving for its management either directly or indirectly.

Several tasks pertaining to issues concerning the natural environment, the human element and the means and mechanisms set up for the site’s management are expected to be achieved, such as:

- Drawing up an assessment-diagnosis report;
- Elaboration of a draft management plan including the conservation and eco-development programmes with a particular focus on the partnership modalities and mechanisms for its implementation and its business planning;
- Consultation, where possible, with the relevant stakeholders through small-scale meetings, interviews with focus groups and field visits;
- Training of the primary stakeholders, in particular the institutional stakeholders, on the management plan elaboration,
- Presentation and discussion of the management plan in dedicated consultation workshops;
- Final validation and adoption of the management plan by the stakeholders.

It is important to mention that a national consultant will be hired to provide all necessary technical and logistic assistance in collecting complementary field data and information concerning the study area from field visits and consultation meetings and interviews with focus local groups that will be identified by the international consultants in close concertation with the Ministry of Environment and SPA/RAC.

Taking into consideration the above-mentioned tasks, the scope of the work will include, but is not strictly limited to, the following:

Phase1: Assessment-diagnosis report

The assessment-diagnosis report shall cover an assessment of the available studies and data and a diagnosis of the current state of the site. It should allow gathering, compiling, reviewing and analysing existing knowledge, information and data from various sources in particular the main findings of the valuable studies undertaken in the area within the framework of the IMPA-MPA project, namely (i) the ecological and the socio-economic studies. This could be particularly completed by the studies carried out by the Ministry of Environment and/or any other relevant studies.

Field trips/visits will be undertaken, to the extent possible, to organise small-scale interviews and consultation meetings in focus groups with stakeholders (local and national stakeholders including local administrations, etc.). This would help at identifying a suitable protection, zoning and valorisation of the site in order to enhance the conservation and management of the future MPA and considering the natural, socio-economic and cultural heritages.

A thorough analysis and synthesis of these data needs to be carried out to determine the diagnosis elements before starting the elaboration of the management plan. Field trips/visits whenever and wherever possible will be undertaken so as to organise small-scale interviews and consultation meetings in focus groups with stakeholders (local and national stakeholders including local administrations, etc.). Such an expertise would also make it possible to identify some measures which could deal with situations deemed to be important and urgent and to define the procedures and mechanisms for their implementation within the framework of the management of the site. This could entail protection measures or surveys and monitoring programmes to be advocated and put forward in the management plan.

In case where the security, political and social situation in Libya would not allow undertaking field trips or visits or meetings, the alternative would be therefore to organise consultation workshops in Tunisia where the main stakeholders will be invited by SPA/RAC to attend these gatherings.

All logistic and organisational aspects related to these gatherings will be at the charge of SPA/RAC, including travel and accommodation of consultants and all concerned stakeholders.

Hence, the assessment-diagnosis report shall include:

- An executive summary;
- General background and current state of the situation in the area outlining main features; location & PA boundaries, natural cultural, historic and socio-economic conditions; current use; legal and management frameworks; organizational structure, etc.)
- Analysis of the environmental, socio-economic and legislative situations (constraints, problems, impacts and potentialities);
- Presentation and evaluation of the challenges for the protection and conservation of the site;
- Proposal for a management vision and strategic objectives which are prioritized based on the assessment-diagnosis results and the identified priority challenges.
- Bibliography.
- An annex listing the stakeholders consulted within this phase and summarizing the results of small-scale interviews and consultation meetings in focus groups.

Expected deliverables:

- An English version of the assessment-diagnosis report;
- An Arabic summary (7-10 pages) of the assessment-diagnosis report

- 15-20-minute PowerPoint presentations on the assessment-diagnosis to be presented in each stakeholder consultation workshop;
- Reports of meetings/workshops organized within this second phase;
- All digital material including photos, maps, figures and graphs used in the assessment-diagnosis report in high resolution, and
- Digital maps used in the assessment-diagnosis report in a system which is compatible with the geographic information system (GIS) commonly used and agreed upon by the Ministry of Environment and SPA/RAC.

Phase 2: Management Plan

The institutional and organisational stakeholders should be identified and set up on a sectoral and territorial level to attain efficacious mechanisms in line with the Libyan legislative, regulatory and economic instruments. Different necessary actions should be specified to guarantee the protection of the natural, socio-economic and cultural heritage of the site, without, however, impeding its sustainable economic and social role development.

A precise development and management zoning for the protection of the natural environment and for the site's economic and social development, as well as the zoning's relevant regulations should be defined. The strategies and the zoning will be spatialized on a digital mapping medium in a system which is compatible with the geographic information system (GIS) commonly used and agreed upon by the Ministry of Environment and SPA/RAC.

Field trips/visits will be undertaken, to the extent possible, to organise small-scale interviews and consultation meetings in focus groups with stakeholders (local and national stakeholders including local administrations, etc.) within this phase. This would help identifying a suitable protection, zoning and valorisation of the site in order to enhance the conservation and management of the future MPA and considering the natural, socio-economic and cultural heritages.

The management plan will thus be the concrete expression of the management mechanisms and orientations for the reserve.

The consultant's team will also have to do in-depth thinking about the modalities of setting up a mechanism for the participation and commitment of the local stakeholders in the management and promotion of the reserve. This reflection will constitute a separate chapter in the management plan document.

Hence, the management plan shall include:

- An executive summary;
- The strategies adopted for the management of the reserve;
- The management zoning of the reserve including its coastal and marine parts;
- The human and material means and resources necessary for the management of the site;
- A mapping and analysis of the various stakeholders;
- The proposed recommendations on sub-programmes/plans including restoration/rehabilitation plan, eco-tourism plan and visitors' management, awareness plan, patrolling plan. A Particular attention should be given to (i) the ecological monitoring programme, in line with the EcAp/IMAP process and roadmap of the Barcelona Convention; (ii) relevant monitoring programmes to stop/mitigate illegal fishing; (iii) and relevant climate change programmes;
- A separate and well-developed chapter outlining the participation, commitment and partnership mechanisms of the local stakeholders in the management and the best way to promote the nature reserve with a particular focus on gender equity with a view to

formulating future guidelines for the valorisation of women's know-how and biodiversity-related practices.

- A detailed timetable for the five-year action plan of the management plan;
- An Arabic summary (7-10 pages) of the management plan;
- A dashboard with indicators to measure management effectiveness and enable adaptive management;
- Bibliography;
- An annex listing the stakeholders consulted within this phase and summarizing the results of small-scale interviews and consultation meetings in focus groups.

Expected deliverables:

- Management plan of the coastal and marine areas of Shash -Gulf of Sirt in Libya;
- An Arabic summary (7-10 pages) of the management plan;
- A 15-20-minute presentation in PowerPoint on the management plan to be presented in each stakeholders consultation workshop;
- Reports of meetings/workshops organized within this second phase;
- Photos in high resolution of the field trips and workshops and those used in the management plan;
- Digital thematic maps used in the management plan report, in a system which is compatible with the geographic information system (GIS) commonly used and agreed upon by the Ministry of Environment and SPA/RAC.

Further to the eventual small-scale interviews and consultation meetings in focus groups with stakeholders to be conducted by the consultant team, the Ministry of Environment, and SPA/RAC intend to organise at least 2 consultation workshops with the various stakeholders where these stakeholders will be initiated and trained on the elaboration process and the proposed management plan.

The final version of the management plan could, if Ministry of Environment and SPA/RAC deem this to be necessary, be presented during another workshop for validation and final adoption. This final document will be the achievement of the concertation which reflects the stakeholders' choice for their future and that of their space.

The consultant team will be in charge of the preparation and conduction of the above-mentioned consultation workshops including the preparation of the workshops' reports/minutes. The organisation costs of the consultation workshops (accommodation and meals for the participants) will be borne by SPA/RAC.

If Ministry of Environment and SPA/RAC deem it necessary, to hold any other workshop in addition to the planned ones, the participation fees of the consultant team will be at the charge of SPA/RAC.

In case where the security, political and social situation in Libya would not allow undertaking field trips, visits, meetings or workshops, the alternative would be therefore to organise consultation workshops in Tunisia where the main stakeholders will be invited by SPA/RAC to attend these gatherings. As mentioned above these workshops with the various stakeholders will serve to train them on the elaboration process and the proposed management plan.

All logistic and organisational aspects related to these gatherings will be at the charge of SPA/RAC, including travel and accommodation of consultants and all concerned stakeholders.

4. WORKING LANGUAGES

The working languages for this assignment are Arabic and English.

The consultant team should be aware that the field work and workshops are to be conducted in Arabic.

The expected deliverables should be presented in English. However, it is important to consider that the bidder should provide Arabic summary reports (7-10 pages, maximum for each report) of both the assessment-diagnosis report and the management plan.

5. STUDY PERIMETER

The study perimeter covers the marine and coastal parts of Shash area as defined within the previous studies undertaken in close collaboration with the Ministry of Environment.

6. TIMELINE

The maximum study implementation period is 280 days starting from the date of the contract signature of the contract including the timeline for submitting the final documents.

This will take place as follows:

Phase	Deliverable	Deadline
Phase 1: Assessment- diagnosis report	Kick-off meeting of assessment-diagnosis phase to define the scope of the work and develop a detailed work plan	2-3 weeks after the contract signature date with the consultants in charge of the elaboration of the management plan
	Inception consultation workshop with stakeholders	8 weeks after the contract signature date
	First draft of the assessment-diagnosis report	6 weeks after the Inception consultation workshop
	Consultation and presentation workshop of the draft assessment-diagnosis report	4 weeks after the submission date of the draft assessment-diagnosis report
	Final version of the assessment-diagnosis report, including the comments and approval from the Ministry of Environment and SPA/RAC	2 weeks after the diagnosis-assessment consultation and presentation workshop
	Photos, maps in high resolution and appropriate format	2 weeks after the diagnosis-assessment consultation and presentation workshop
Phase 2: Management Plan	Draft management plan report	12 weeks after the submission of the final version of the assessment-diagnosis report
	Consultation and presentation workshop of the draft management plan report	4 weeks after the submission date of the draft management plan report
	Final version of the management plan, including the comments and approval from Ministry of Environment and SPA/RAC and all photos, maps in high resolution and appropriate format.	4 weeks after the draft management plan consultation and presentation workshop date

The overall assignment should be completed no later than 31st of December 2022.

A copy of the following studies will be provided to the Consultants team:

- Studies carried out by SPA/RAC and the Ministry of Environment within the framework of the IMAP-MPA Project, namely (i) the ecological and the socio-economic studies;
- Studies carried out by the Ministry of Environment ;
- The available digital mapping;
- A support introduction letter of the consultants team to be provided to the main national agencies/institutions;
- Any other report or document deemed to be useful for the successful completion of the mission.

At national level, the Ministry of Environment of Libya and SPA/RAC will be in charge of issuing the invitations to the consultation workshops and other formal work meetings programmed in close consultation with the consultant team.

7. MAXIMUM BUDGET

A maximum budget of 29 000 US Dollars is available for this work. Any financial bid exceeding this budget means that the bid will be eliminated.

8. MONITORING, CONTROL AND VALIDATION OF THE WORK

The contract related to this consultancy will be signed with SPA/RAC.

The consultant's team will work under the supervision of a monitoring team that will discuss, validate and finalize the various phases, tasks and deliverables.

The consultant's team will submit a provisional version of the report of each phase within the timeline specified in article 6 above. The consultant's team should submit the final version of each report upon receiving the feedback/comments of the monitoring team on the report, in accordance with the timeline specified in article 6 above.

9. REQUIRED EXPERTISE, QUALIFICATIONS AND EXPERIENCE

The consultant's team participating in this call should have the main following areas of expertise:

- Proven experience in the conservation of coastal and marine protected areas, biodiversity and environmental issues;
- Proven competence in the planning for the creation and management of protected marine areas;
- Proven experience in running evaluations and assessments of marine conservation strategies and programmes;
- Proven experience in running surveys and data analysis;
- Proven experience in reporting, writing and producing reader-friendly illustrated reports and publications;
- Demonstrated ability to work with diverse stakeholders and at national and local levels;
- Familiarity with the Libyan context,
- Mastering Arabic and English languages.

The Consultant team should be composed of 3 experts, led by Expert 1 as detailed hereinafter:

- Expert 1 - Management planning expert.
The management planning expert should have an extensive experience on operational planning and management in marine protected areas. He should have excellent leadership skills, proven experience in managing projects as team leader, outstanding skills and experiences in data analysis, synthesis and reporting, and good communication skills.

The knowledge of the Libyan context of marine protected areas would be an asset. Expert 1 will be responsible of the overall quality of the work and deliverables and should have excellent writing/reading skills in English, and good reading/writing, understanding and speaking skills in Arabic.

- Expert 2: Socio-economics expert.

Expert 2 should have a demonstrated experience in socio-economic aspects related to protected areas, biodiversity and natural resource planning and/or management with a proven ability in economic assessments, social surveys, statistical analysis of social data, analysis of socio-economic conditions and participatory approaches of local communities.

The knowledge of the Libyan context of marine protected areas would be an asset.

He should have excellent writing/reading skills in English, and good reading/writing, understanding and speaking skills in Arabic.

- Expert 3: GIS expert

Expert 3 should acquire proven experience in GIS and/or computer science. He/she will be in charge of elaborating high-quality geo-referenced maps, graphs, infographics, tables and other relevant illustrations needed for the deliverables.

The consultant's team could propose more than one expert per position. In this case, and for the technical evaluation, the score attributed to each position will be the lowest of the scores attributed for each of the experts proposed for the same position.

On the other hand, one expert cannot be proposed for more than one position.

ADMINISTRATIVE CLAUSES

ARTICLE 1. CONDITIONS FOR PARTICIPATION IN THE CALL FOR TENDERS

Only individual international consultants are eligible for this call for consultancy.

Individual international consultants should associate with each other to form a consultant's association to complement their respective areas of expertise, or for other reasons.

The consultant's team should be composed of at least three experts led by Expert E1 who will be the main vis-à-vis of the consultant association.

ARTICLE 2. COMPOSITION AND PRESENTATION OF OFFER

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) for each expert including higher education (at least 4 years of higher education degree) with copies of their university diplomas, qualifications, professional experience, and a table summarising the references and where previous relevant references, works and publications should be highlighted **in bold**.
3. Documents/URL links/certificates that support the relevant references.
4. A detailed methodological note presenting the consultant's 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 provisional task planning schedule, organization and sequential chronogram of intervention of the team experts, 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:

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 statement letter outlining the consultant association, their suitability for the job and clearly indicating the lead expert.

3. A sworn statement that the consultants' team is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
4. Terms of reference signed by the lead expert (date and signature stamp of the provider at the end of the document).

If the original administrative documents are not in English, French or Arabic, 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 seven (7) days. If after a period of seven (7) 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.

It is important to note that the financial offer should detail the number of working days (person-days), as well as the allocation of funds to each of the various tasks and deliverables.

The financial offer should 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

Offers must be received electronically at the following e-mail address: car-asp@spa-rac.org , before **13 February 2022, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject: **"Call for tenders n°01/2022_SPA/RAC_IMAP-MPA Elaboration of a management plan for coastal and marine areas of Shash - Gulf of Sirt in Libya – '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: atef.limam@spa-rac.org; car-asp@spa-rac.org, no later than seven (7) calendar days before the deadline for the proposal submission.

ARTICLE 5. MAXIMUM BUDGET AVAILABLE

A total maximum budget available for this call for consultancy is **29,000 USD all taxes included**. **Any financial offer exceeding this amount will not be considered.**

ARTICLE 6 - DEFINITION, CONSISTENCY AND VARIATION OF PRICES

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

6.1- Variation of prices

The prices of the contracts are fixed and not subject to revision.

6.2- Finality of prices

The services provided may not, under any pretext, reconsider the market prices which were agreed by him.

ARTICLE 7 - VALIDITY PERIOD

Any bidder who submitted an offer will be bound by his offer for one hundred and twenty (120) days starting from the day following the deadline fixed for receiving the offers. During that period, the prices and information proposed by the tender will be firm and non-revisable.

ARTICLE 8. TERMS OF PAYMENT

Payment for the mission will be made as follows:

- 20% of the total amount of the contract, after the organisation of the Kick-off meeting and the submission of its minutes along with a detailed work plan as indicated in *Article 11*, their approval by SPA/RAC, and submission of an invoice;
- 30 % of the total amount of the contract, after submission of the final version of *deliverables of the phase 1 as indicated in Article 11*, their approval by SPA/RAC, and submission of an invoice;
- 40 % of the total amount of the contract, after submission of the final version of *deliverables of the phase 2 as indicated in Article 11*, their approval by SPA/RAC, and submission of an invoice;
- the balance 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 at SPA/RAC 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 9. EVALUATION PROCEDURE

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

9.1. Technical evaluation

The technical offers will be first examined, while the financial offers remain sealed.

Applications will be evaluated based on the following criteria:

- (i) Profile (experience, references and diploma) of the team of consultants in relation to the subject of the present mission (60 points);
- (ii) The methodology proposed for conducting the mission, and observations/analysis on the terms of reference (30 points).
- (iii) Detailed time planning schedule, organization and sequential chronogram of intervention of the team experts (10 points).

Criteria ¹			Scoring for a group of individual consultants
Expert 1 - Management planning expert (Lead consultant) Extensive experience on planning and/or management of marine protected areas. The knowledge of the Libyan context of marine protected areas would be an asset.	a- Nature and number of similar studies <i>(Documentary evidence delivered by the study sponsors, must be provided as proof)</i>	References concerning the execution of similar studies	25 points maximum (5 points/reference + 3 additional points/reference in Libya)
		No references	0 points <i>(in this case the offer is eliminated)</i>
	Diploma	Post-graduate degree in marine biology or marine ecology or related discipline	5 points maximum
		University degree in the above-mentioned or related disciplines	3 points
		No university degree	0 point <i>(In this case the offer is eliminated)</i>
	Expert 2 - Socio-economics expert. demonstrated experience in socio-economic aspects related to protected areas, biodiversity and natural resource planning and/or management.	a- Nature and number of similar studies <i>(Documentary evidence delivered by the study sponsors, must be provided as proof)</i>	References concerning the execution of similar studies
No references			0 points <i>(in this case the offer is eliminated)</i>
Diploma		Post-graduate degree in economics or socioeconomics, communication, marketing, environmental sciences or related disciplines	5 points maximum
		University degree in the above-mentioned or related disciplines	3 points
		No university degree	0 point <i>(In this case the offer is eliminated)</i>
Expert 3 – GIS expert. Good experience in GIS and/or computer science		a- Nature and number of similar studies <i>(Documentary evidence delivered by the study sponsors, must be provided as proof)</i>	References concerning the execution of similar studies
	No references		0 points <i>(in this case the offer is eliminated)</i>
	Diploma	Post-graduate degree in GIS and/or computer science	2 points maximum
		University degree in the above-mentioned or related disciplines	1 point
		No university degree	0 point <i>(In this case the offer is eliminated)</i>

Methodology proposed for conducting the mission, and observations/analysis on the terms of reference	Methodology clearly presented, well developed and meets the study terms of reference and objectives <u>(the presentation of improvements and innovations is desirable)</u>	30 points maximum
	Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	20 points
	Methodology not developed but meets the study terms of reference and objectives	10 points
	Methodology not clearly presented and does not meet the study terms of reference and objectives, or No methodology presented	0 point <i>(In this case the offer is eliminated)</i>
Detailed time planning schedule, organization and sequential chronogram of intervention of the team experts	Planning is clearly presented, well developed and meets the study terms of reference and objectives	10 points maximum
	Planning is not developed but meets the study terms of reference and objectives	5 points
	Planning not clearly presented and does not meet the study terms of reference and objectives, or No planning presented	0 point <i>(In this case the offer is eliminated)</i>
Total score (100 points maximum)		... points

¹ : The consultant's team could propose more than one expert per position. In this case, and for the technical evaluation, the score attributed to each position will be the lowest of the scores attributed for each of the experts proposed for the same position

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

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

Once the technical evaluation work has been completed, the Committee assigns a final technical score over 100 to each offer.

9.2. 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.

A maximum budget of twenty-nine thousand US dollars (\$ 29,000), all taxes included, is available.

Any financial offer exceeding the mentioned budget means that the offer will be eliminated.

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:

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

9.3. 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.

ARTICLE 10 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The contract related to this tender will be signed with SPA/RAC.

The consultant's team will work under the supervision of SPA/RAC. The consultant's team will submit a draft version of the indicated deliverables within the timeline specified in article 11 below. The consultant's team will submit the final version of each deliverable as indicated in section 6 of the technical specifications.

ARTICLE 11 - DEADLINE FOR THE EXECUTION OF THE MISSION

The maximum time allocated for carrying out the mission is 280 days 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:

Phase	Deliverable	Deadline
Phase 1: Assessment- diagnosis report	Kick-off meeting of assessment-diagnosis phase to define the scope of the work and develop a detailed work plan	2-3 weeks after the contract signature date with the consultants in charge of the elaboration of the management plan
	Inception consultation workshop with stakeholders	8 weeks after the contract signature date
	First draft of the assessment-diagnosis report	6 weeks after the Inception consultation workshop
	Consultation and presentation workshop of the draft assessment-diagnosis report	4 weeks after the submission date of the draft assessment-diagnosis report
	Final version of the assessment-diagnosis report, including the comments and approval from the Ministry of Environment and SPA/RAC	2 weeks after the diagnosis-assessment consultation and presentation workshop
	Photos, maps in high resolution and appropriate format	2 weeks after the diagnosis-assessment consultation and presentation workshop

Phase 2: Management Plan	Draft management plan report	12 weeks after the submission of the final version of the assessment-diagnosis report
	Consultation and presentation workshop of the draft management plan report	4 weeks after the submission date of the draft management plan report
	Final version of the management plan, including the comments and approval from Ministry of Environment and SPA/RAC and photos, maps in high resolution and appropriate format	4 weeks after the draft management plan consultation and presentation workshop date

ARTICLE 12 - PENALTY

In the absence of completion by the tenderer of the services at his charge within the contractual deadlines envisaged in Article 11 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one two hundredth (1/200) of the total amount of the contract 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. When this limit is reached, SPA/RAC reserves the right to terminate the contract at the service provider's fault, in accordance with Article 18 (Cancellation conditions), and without that the service provider can raise disputes or claim any compensation.

ARTICLE 13 - COPYRIGHT, OWNERSHIP OF DOCUMENT

All the plans, drawings, software, photos, videos, data, presentations, study reports and any other documents, elaborated and submitted by the consultant team (or the lead expert) to SPA/RAC for the execution of the contract, will become and remain the property of SPA/RAC. The names and logos of UNEP/MAP - SPA/RAC and the European Union (as a donor) must be displayed appropriately in the documentation to be produced in the framework of this consultancy.

ARTICLE 14- CONFIDENTIALITY / PROFESSIONAL SECRET CLAUSES

The selected service provider undertakes to observe total discretion in all matters relating to the facts and information of which he became aware during the performance of his assignment.

Any member of the team assigned to the mission covered by this contract who contravenes the aforementioned obligation of professional secrecy would expose himself to legal proceedings.

ARTICLE 15 - 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 16 - LIABILITY AND INSURANCE

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 consultants team confirms that themselves or any involved staff will be covered by appropriate insurance.

ARTICLE 17 - 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 18 - 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 of the deadline of the execution in application of Article 11 (Deadline for the execution of the mission);
- b. in the case described in the Article 12 (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 specification of the present tender documents;
- 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 in order 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 19 - CONFLICT OF INTERESTS

19.1. 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.

19.2. 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).

**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 considering the taxes
and knowing that the stamp duties and registration are to be covered by the insurer.

The total price of the bid is (.....) USD Dollars

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)

(Signature)

ANNEX N°2
DETAILS OF GLOBAL PRICE

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

Designation	Unit price	1 st phase		2 nd phase		Total phases (1+2)	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
Expert 1 (Team leader)							
Fees							
Expert 2							
Fees							
Expert 3							
Fees							
Sub-total/phase							
Total							

Amount of bid, is fixed at the sum of.....
.....
.....

In, on
(Signature)