



Mediterranean  
Action Plan  
Barcelona  
Convention



## CALL FOR CONSULTANCY

**Call for consultancy N°45/2022\_SPA/RAC\_MTF**

**Assistance for the Elaboration of a Resource  
Mobilisation Strategy for the Post-2020 SAPBIO  
implementation (Thematic expert)**

**04 November 2022**

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

# TECHNICAL SPECIFICATIONS

## I- CONTEXT AND JUSTIFICATION

### *1.1. The Post-2020 SAPBIO*

The Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in the Mediterranean Region ([Post-2020 SAPBIO](#)) is resulting from a long bottom-up process of national, sub-regional and regional consultations, run during the 2020-2021 period, involving the Contracting Parties to the Barcelona Convention and their respective national stakeholders, as well as key intergovernmental, non-governmental and other relevant regional and international organizations.

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was the body entrusted with the coordination of the process of elaboration of the Post-2020 SAPBIO on behalf of the United Nations Environment Programme / Mediterranean Action Plan (UNEP/MAP) - Barcelona Convention Secretariat.

The Post-2020 SAPBIO provides a logical framework for the conservation of the Mediterranean marine and coastal biodiversity, within the context of sustainable use of marine and coastal resources, as a renovated environmental governance tool for the further implementation of the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean ([SPA/BD Protocol](#)), adopted in 1995 and entered into force in December 1999. The Post-2020 SAPBIO replaces a previous SAPBIO strategy adopted by the Contracting Parties in 2003.

The Post-2020 SAPBIO is aligned with the Sustainable Development Goals (SDGs) and harmonized with the Post-2020 Global Biodiversity Framework of the Convention on Biological Diversity (CBD), through the optic of the Mediterranean context. It includes principles, approaches, measures, targets, timetables and priorities for action, as well as a priority list for intervention to be implemented by or in coordination with the Contracting Parties, and relevant international and regional partners in the Mediterranean region.

The countries' inputs to the Post-2020 SAPBIO have been analysed and [42 Actions](#) were identified at national, sub-regional and regional levels for the conservation of the Mediterranean marine ecosystems and species, as well as for the implementation of sustainable marine and coastal activities including fisheries from an ecosystem-based approach point of view.

The Post-2020 SAPBIO has been elaborated through a bottom-up collaborative and inclusive approach at national, sub-regional and regional levels:

- i. National processes involving national stakeholders in order to identify the needs, priorities and orientations in favour of the Mediterranean marine and coastal biodiversity beyond 2020.
- ii. Sub-regional level consultations to identify similarities, shared issues, priorities and possible synergies among neighbouring countries.
- iii. The regional level consultations involving the SAPBIO National Correspondents (representatives of the Contracting Parties) and the SAPBIO Advisory Committee which is made of representatives of most relevant international and regional organizations, provides a platform for consultation at all the stages of the elaboration and allows a better harmonization and integration at regional and global levels.

The Post-2020 SAPBIO was adopted by the Barcelona Convention's Contracting Parties at their 22<sup>nd</sup> ordinary meeting (COP 22) held in Antalya, Türkiye, on 7-10 December 2021.

While bringing a high level of ambition, the Post-2020 SAPBIO is action-oriented and made of activities tailored towards realistic objectives that countries could reasonably achieve with the assistance of relevant international and regional organizations and the support of donors and funding agencies.

The Post-2020 SAPBIO will be the overall umbrella of all thematic strategies and action plans adopted in the framework of the SPA/BD Protocol, including the [Post-2020 Regional Strategy for Marine and](#)

[Coastal Protected Areas \(MCPAs\) and Other Effective area-based Conservation Measures \(OECMs\) in the Mediterranean](#), and the [regional action plans for the conservation of endangered species and vulnerable habitats](#).

The Post-2020 SAPBIO will be also one of the strongest regional UNEP/MAP tools ensuring synergies between the Barcelona Convention and the General Fisheries Commission for the Mediterranean (GFCM) of the United Nations Food and Agriculture Organization (FAO), for the implementation of the GFCM 2030 Strategy for sustainable fisheries and aquaculture in the Mediterranean.

The implementation of the Post-2020 SAPBIO will enlarge and strengthen the national and regional partnership established across the Mediterranean while implementing the MAVA-funded projects (underway until October 2022); A partnership that has achieved good results in relation to the main MAVA strategies and priorities, that focused on the coastal and island wetlands, seagrass, high trophic level fish, cultural landscapes and priority species identified for the Mediterranean region.

Furthermore, the Post-2020 SAPBIO being one of the UNEP/MAP - Barcelona Convention implementation instruments, will be implemented in full harmony with the other UNEP/MAP - Barcelona Convention strategies, programmes and activities which are relevant not only for the achievement of the Good Environmental Status (GES) of the Mediterranean sea and coast, but also for the implementation of the 2030 Agenda for Sustainable Development and its related SDGs. In this context, the Post-2020 SAPBIO will be implemented in synergy with the UNEP/MAP Medium-Term Strategies (e.g. the [UNEP/MAP Medium Term Strategy 2022-2027](#)) and will hence take into full account the biodiversity-related MAP Ecological Objectives (EOs), GES targets and its [Integrated Monitoring and Assessment Programme \(IMAP\)](#), as well as the [Mediterranean Strategy for Sustainable Development \(MSSD\) 2016-2025](#).

The Post-2020 SAPBIO follows a hierarchical pattern and terminology analogous to that proposed by the CBD Post-2020 Global Biodiversity Framework:

- a) **A Vision to 2050:** “By 2050, marine and coastal biodiversity is valued, conserved, restored and wisely used, maintaining ecosystem services, sustaining a healthy Mediterranean Sea and coast, and delivering benefits essential for nature and people”;
- b) **A Mission to 2030:** “By 2030 start to reverse the loss of biodiversity and put the Mediterranean marine and coastal biodiversity on the path to recovery for the benefit of nature and people”;
- c) **Three (3) Goals to 2030:** (i) Goal 1. Reduce the threats to biodiversity; (ii) Goal 2. Ensure that biodiversity is preserved and maintained or enhanced in order to meet people’s needs; and (iii) Goal 3. Enable the necessary transformative change, putting in place tools and -solutions for implementation and mainstreaming;
- d) **27 SMART Targets** related to the following subjects:

#	Post-2020 SAPBIO Target on:
<b>Goal 1 Reduce the threats to biodiversity</b>	
<b>ADDRESS PRESSURES</b>	
1	T 1.1. on specific pressures
2	T 1.2 on NIS/IAS
3	T 1.3 on pollution control
<b>MARINE AND COASTAL PROTECTED AREAS</b>	
4	T 1.4. on effective systems of MCPAs and OECMs
5	T 1.5. on areas with enhanced protection levels
<b>ECOSYSTEM HEALTH</b>	
6	T 1.6. on ecosystem restoration
7	T 1.7. on the achievement of GES
8	T 1.8. on climate change

<b>Goal 2 Ensure that biodiversity is preserved and maintained or enhanced in order to meet people's needs</b>	
<b>IMPROVE KNOWLEDGE</b>	
9	T 2.1. Improve knowledge on threatened species
10	T 2.2. Improve knowledge on threatened habitats
11	T 2.3. on knowledge sharing
<b>SUSTAINABLE FISHERIES</b>	
12	T 2.4. on fishing gears, by-catch, IUU
13	T 2.5. on small-scale fisheries (artisanal, recreational)
14	T 2.6. on sustainable and biodiversity-friendly aquaculture
<b>MAINSTREAMING BIODIVERSITY</b>	
15	T 2.7. on the ecosystem approach and marine and coastal spatial planning
16	T 2.8. on cross-sectoral integration and biodiversity accounts
17	T 2.9. on governance and stakeholder participation
<b>Goal 3 Enable the necessary transformative change, putting in place tools and nature-based solutions for implementation and mainstreaming</b>	
<b>IMPLEMENTATION, MONITORING AND REPORTING</b>	
18	T 3.1. on the IMA compliance
19	T 3.2. on the SAPBIO assessment and reporting
20	T 3.3. Means for the assessment mechanisms
<b>CAPACITY BUILDING AND NETWORKING</b>	
21	T 3.4. on capacity development
22	T 3.5. on networking and knowledge sharing
<b>OUTREACH AND AWARENESS</b>	
23	T 3.6. on public awareness
24	T 3.7. on outreach and education
<b>MOBILIZING SUFFICIENT RESOURCES</b>	
25	T 3.8. on employment
26	T 3.9. on sustainable funding sources
27	T 3.10. on cooperation

e) 42 Actions, summarised in the Post-2020 SAPBIO Annex 3, along with their expected results for 2027 and 2030. The 42 actions are related to the following subjects:

#	Post-2020 SAPBIO Action on:
<b>Goal 1 Reduce the threats to biodiversity</b>	
1	SPECIES ACTION PLANS
2	URGENT SPECIES RECOVERY
3	MARITIME TRAFFIC
4	NIS/IAS COMMITMENT
5	NIS/IAS CAPACITY
6	NIS/IAS CONTROL AND MONITORING
7	LITTER
8	EIA/SEA
9	WIND ENERGY
10	MINERALS
11	SPATIAL PLANNING
12	RESTORATION
13	CLIMATE CHANGE
14	GOOD ENVIRONMENTAL STATUS
15	EFFECTIVE SYSTEMS OF MCPAs AND OECMs
<b>Goal 2 Ensure that biodiversity is preserved and maintained or enhanced in order to meet people's needs</b>	
16	BIODIVERSITY PLATFORM
17	INVERTEBRATES (status)
18	VERTEBRATES (status)

19	HABITATS
20	NIS/IAS (databases)
21	OVERFISHING and IUU
22	BY-CATCH AND FISHERIES PLANNING
23	SMALL SCALE FISHERIES (incl. recreational)
24	AQUACULTURE
25	TOURISM
26	INTEGRATING BIODIVERSITY
27	STREAMLINE Post-2020 SAPBIO
28	POLITICAL WILL AND COORDINATION
29	STAKEHOLDER PARTICIPATION
30	UP-DOWN BOTTOM-UP INTERNATIONAL COMMITMENTS
31	COMPLIANCE AND ENFORCEMENT
<b>Goal 3 Enable the necessary transformative change, putting in place tools and nature-based solutions for implementation and mainstreaming</b>	
32	IMAP REFINEMENT
33	IMAP IMPLEMENTATION
34	Post-2020 SAPBIO MONITORING
35	SUPPORT TO RUN the Post-2020 SAPBIO
36	CAPACITY BUILDING FOR THE Post-2020 SAPBIO AT NATIONAL LEVEL
37	NETWORKING AND COMMON KNOWLEDGE
38	AWARENESS
39	OUTREACH AND EDUCATION
40	EMPLOYMENT
41	SUSTAINABLE FUNDING
42	COOPERATION

### ***1.2. The Post-2020 Regional Strategy for MCPAs and OECMs in the Mediterranean***

SPA/RAC was also entrusted by the Contracting Parties to the Barcelona Convention to elaborate, during the period 2020-2021, an ambitious and transformational Post-2020 Regional Strategy for Marine and Coastal Protected Areas (MCPAs) and Other Effective area-based Conservation Measures (OECMs) in the Mediterranean, in line with the Post-2020 Global Biodiversity Framework and other regional and global processes. Such strategy was developed under the coordination of SPA/RAC, the technical guidance of the Ad hoc Group of Experts for Marine Protected Areas in the Mediterranean (AGEM), and in consultation with the Contracting Parties and the relevant regional and international organizations active in the Mediterranean.

The Post-2020 Strategy for MCPAs and OECMs is built around **5 Strategic Pillars**: (i) Governance, (ii) MCPA network expansion, (iii) OECMs, (iv) Management effectiveness, and (v) Government and stakeholder action and support. Under each pillar, a clear strategic outcome (**5 Strategic Outcomes**), with corresponding outputs (**20 Outputs**) and proposed key actions (at national and international levels) have been identified (**126 Actions**).

The Post-2020 Strategy for MCPAs and OECMs has the following structure:

<b>Strategic Pillar 1: MCPA and OECM Governance</b>
<b><i>Strategic Outcome 1: Governance arrangements for MCPAs and OECMs are inclusive and effective in delivering conservation and livelihood outcomes</i></b>
<b>Output 1.1:</b> Legal frameworks and institutional arrangements of MCPAs and OECMs allow for opportunities for participatory management
<b>Output 1.2:</b> Governance arrangements for MCPAs and OECMs are inclusive and equitable
<b>Output 1.3:</b> National, regional, transboundary and cross sectoral co-operation for the establishment and management of MCPAs and OECMs are strengthened
<b>Output 1.4:</b> Adaptive planning and management frameworks of MCPAs and OECMs that anticipate, learn from and respond to changes in decision-making are strengthened
<b>Strategic Pillar 2: MCPA Network Expansion</b>

<b><i>Strategic Outcome 2: MCPA coverage increased through the expansion of soundly-designed, ecologically representative and well-connected systems of MCPAs</i></b>
<b>Output 2.1:</b> Areas of importance for biodiversity and ecosystem services are identified
<b>Output 2.2:</b> Distribution of MCPA systems across the Mediterranean Sea is balanced
<b>Output 2.3:</b> MCPA coverage in areas beyond national jurisdiction is increased
<b>Output 2.4:</b> The number and coverage of MCPAs with enhanced protection levels is increased
<b>Strategic Pillar 3: Other Effective Area-based Conservation Measures</b>
<b><i>Strategic Outcome 3: Marine and coastal OECMs in the Mediterranean are identified, recognized and reported towards post-2020 global and regional targets</i></b>
<b>Output 3.1:</b> Awareness in Contracting Parties and stakeholders on OECMs enhanced and guidance for the application of OECM criteria provided
<b>Output 3.2:</b> OECMs identified, recognized and reported to regional and global databases by Contracting Parties and regional organizations
<b>Output 3.3:</b> Effectiveness of identified OECMs is enhanced, including through prioritization in cross-sectoral marine spatial planning
<b>Output 3.4:</b> New OECMs are established and recognized OECMs expanded
<b>Strategic Pillar 4: MCPA Management Effectiveness</b>
<b><i>Strategic Outcome 4: MCPAs are effectively managed and their conservation outcomes successfully delivered</i></b>
<b>Output 4.1:</b> All MCPAs have adaptive management plans adopted, effectively implemented and periodically reviewed
<b>Output 4.2:</b> Sufficient and sustainable resources for the establishment and management of MCPAs in the Mediterranean are mobilized
<b>Output 4.3:</b> Individual and institutional capacity for MCPA management is enhanced
<b>Output 4.4:</b> Surveillance and enforcement in MCPAs are strengthened and ensured, and user compliance is promoted
<b>Output 4.5:</b> Monitoring of conservation outcomes and evaluation of management effectiveness are strengthened across the MCPA system
<b>Strategic Pillar 5: Government and Stakeholder Action and Support</b>
<b><i>Strategic Outcome 5: Actions and support for MCPAs and OECMs are mobilized</i></b>
<b>Output 5.1:</b> Awareness, understanding and appreciation of the values of, and threats to, MCPAs and OECMs across government and non-government stakeholders, the private sector, the youth and wider society
<b>Output 5.2:</b> Political support for the establishment and management of MCPAs and biodiversity conservation is increased
<b>Output 5.3:</b> The contribution of MCPAs and OECMs to sustainable development goals, the blue economy, climate change mitigation and adaptation, and the wider society are recognized and accounted for

The Post-2020 Strategy for MCPAs and OECMs aims to achieve the **2** following **2030 Targets**:

- By 2030, at least 30 per cent of the Mediterranean Sea is protected and conserved through well connected, ecologically representative and effective systems of marine and coastal protected areas and other effective area-based conservation measures, ensuring adequate geographical balance, with the focus on areas particularly important for biodiversity.
- By 2030, the number and coverage of marine and coastal protected areas with enhanced protection levels is increased, contributing to the recovery of marine ecosystems.

Like the Post-2020 SAPBIO, the Post-2020 Strategy for MCPAs and OECMs was adopted by the Barcelona Convention COP 22 held on 7-10 December 2021, in Antalya, Türkiye.

In this context, COP 22 called upon the Contracting Parties to take effective measures to implement the Post-2020 Regional Strategy, thus enhancing the implementation of the SPA/BD Protocol in the Mediterranean region; and requested SPA/RAC, in coordination with other regional and international

organizations, to support the Contracting Parties with technical and, where possible, financial assistance to undertake the activities indicated in the Post-2020 Regional Strategy with the aim to effectively achieve its strategic outcomes and targets.

SPA/RAC is giving capital importance to a realistic operational implementation of the Post-2020 SAPBIO supported by the Post-2020 Strategy for MCPAs and OECMs. To this end, SPA/RAC intends, during the 2022-2023 biennial period, to develop activities aiming at gathering the Contracting Parties and partners to initiate this process.

The first step is the elaboration of a resource mobilisation strategy for marine and coastal biodiversity conservation in the Mediterranean, based on the Post-2020 SAPBIO and Post-2020 Strategy for MCPAs and OECMs, for the period 2022-2030 and beyond. This step would need guidance and support, as well as the elaboration of support documentation for preliminary contacts with potential donors.

## II- OBJECTIVE

The objective of this assignment is to assist SPA/RAC in the design and steering of the implementation process of the Post-2020 SAPBIO supported by the Post-2020 Strategy for MCPAs and OECMs.

## III- TASKS TO BE UNDERTAKEN

To achieve the objectives of this assignment, the consultant is requested to carry out the following tasks:

- A. Elaboration with SPA/RAC of the concept note on the resource mobilisation strategy:** The consultant will assist the SPA/RAC in the elaboration of the resource mobilisation strategy concept note by defining together its content, its annotated structure and its specific objectives. The draft concept note will be prepared by SPA/RAC and reviewed by the thematic expert and a fundraising expert to be mobilised by SPA/RAC.
- B. Elaboration of brief project concepts and their financial need estimates:** Based on the 42 actions included in the Post-2020 SAPBIO (appearing in Annex III of the Post-2020 SAPBIO document) and 126 actions in the Post-2020 Strategy for MCPAs and OECMs, the consultant will have to elaborate a set of brief project concepts for the implementation of the priority actions among those above mentioned (42 actions of the Post-2020 SAPBIO and 126 actions of the Post-2020 Strategy for MCPAs and OECMs). This will include the identification of at least three (3) coherent projects to be implemented at the Mediterranean regional, subregional, or multinational levels to assist Mediterranean countries in implementing the two strategies. She/he will also ensure consistency of the Contracting Parties (Mediterranean countries) efforts participating in each of the identified project concepts as well as their coherence with the programmes of the international, regional and sub-regional bodies that may be involved. It is important to emphasize that this task will be done in consultation with the Contracting Parties. The consultant will have to make an estimate for each one of the project concepts for the full implementation of the Post-2020 SAPBIO (at regional, sub-regional and/or multinational levels).
- C. Elaboration of a Project Portfolio *i.e.*, Full project concepts:** The consultant will have to draft at least three (3) full project proposals, one with a regional scope and two others with sub-regional or multinational scopes using the brief concepts developed under task (B). Those full projects will constitute the Portfolio of projects to be presented to the donors. The full project concepts should be drafted based on donors-fitting, Post-2020 SAPBIO priorities, funding modalities and requirements of the priority donors identified by the fundraising expert in his deliverable: Resource Mobilisation Strategy and Action Plan. Funding proposals relative to the Post-2020 Strategy for MCPAs and OECMs, should be considered as a priority topic for SPA/RAC and the region.
- D. Review and contribution to the finalization of the resource mobilisation strategy and supporting documentation:** In close collaboration with the fundraising expert, the consultant will contribute to



the final version of the resource mobilisation strategy and for the aspects related to the portfolio of projects and their matching with the donors' requirements, as appropriate.

- E. Elaboration with SPA/RAC of the working documents and the smooth running of the SAPBIO Advisory Committee meeting.**
- F. Elaboration with SPA/RAC of the working documents and the smooth running of the SAPBIO National Correspondents meeting.**
- G. Organisation with SPA/RAC of the Donor conference and its smooth running.**
- H. Review and finalization** of the reports of the above-mentioned meetings and assistance in the drafting of the related documents which will eventually be submitted to the Barcelona Convention COP 23.

#### IV- EXPECTED DELIVERABLES

The various outputs and deliverables and their submission deadlines are as follows:

Outputs	Provisional timeline
(A) Elaboration with SPA/RAC of the concept note on the resource mobilisation strategy	30 November 2022
(B) Deliverable: Brief project concepts and their financial need estimates	15 December 2022
(C) Deliverable: A Project Portfolio: Full project concepts	6 January 2023
(D) Review and contribution to the finalization of the resource mobilisation strategy and supporting documentation	6 January 2023
(E) Elaboration with SPA/RAC of the working documents and the smooth running of the <b>SAPBIO Advisory Committee meeting</b>	10 January 2023 <sup>(*)</sup>
(F) Elaboration with SPA/RAC of the working documents and the smooth running of the <b>SAPBIO National Correspondents meeting</b>	02 February 2023 <sup>(*)</sup>
(G) Organisation with SPA/RAC of the <b>Donor conference</b> and its smooth running	14-17 March 2023 <sup>(*)</sup>
(H) Review and finalization of the reports of the above-mentioned meetings and assistance in the drafting of COP 23-related documents	June 2023 <sup>(*)</sup>

<sup>(\*)</sup>Exact dates to be set jointly by SPA/RAC and the consultant

The consultant will inform SPA/RAC of any circumstances that may hinder or delay the execution of the operations provided for in this call for consultancy.

#### V- DEADLINE AND DURATION OF WORKS

The deadline for the full completion of these works is **31 December 2023**.

Estimated total effective consultancy work effort is **2 person-month**.

#### VI- SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultant should meet the following criteria:

- Advanced university degree (Master's degree or equivalent) in marine science and/or environmental science, or related disciplines.
- A minimum of 15 years of professional experience in the following areas: (i) elaboration of marine biodiversity conservation strategies and programmes, (ii) facilitation of consultation processes at national and international levels, (iii) Institutional, policy and governance studies



in relation to marine and coastal biodiversity, and (iv) Elaboration of strategic studies and assessment reports.

- Experience with international donors and funding agencies in the Mediterranean context;
- Experience with other inter-governmental organizations working on biodiversity conservation in the Mediterranean region.
- Experience with the UNEP/MAP – Barcelona Convention system.
- Experience related to the SAPBIO elaboration process.
- Good knowledge of the Post-2020 SAPBIO and Regional Strategy for MCPAs and OECMs priority actions.
- Excellent writing skills are required (English and French).ee
- Fluency in English and French (written and spoken) are required.

# ADMINISTRATIVE SPECIFICATIONS

## Article 1 – Conditions for participation in the consultancy

Only **individual consultants** are eligible for this call for consultancy. For the needs of the present assignment, the mobilisation of **one (01) consultant** is required.

## Article 2 – Composition and presentation of the offer

The submitted offer must include separately: (i) a technical offer, (ii) administrative documents, and (iii) a financial offer (must be presented in 3 separate files).

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

### 2.1. *Technical offer*

The technical offer must contain:

1. A cover letter outlining the consultant suitability for the job.
2. A curriculum vitae (CV) including education background (at least 5 years of higher education) with copies of university diplomas, qualifications, professional experience, and **references to relevant previous similar works, studies and publications highlighted in bold**.
3. Documents/URL links/certificates that support the relevant references presented.
4. A methodological note on how the consultant will conduct the assignment, including comments on the terms of reference, if needed.
5. A time planning schedule.

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 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 (including date, signature and stamp of the bidder at the end of the document).

If the original administrative documents are not in English or in French, they 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 ten (10) days. If after a period of ten (10) 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 tasks and deliverables and including the consultant's fees and any necessary equipment and/or supplies (cfr., To annex 2).**

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**

Offers must be received electronically at the following e-mail address:

[car-asp@spa-rac.org](mailto:car-asp@spa-rac.org), before **Monday 14<sup>th</sup> of November 2022, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject: **"Call for consultancy n°45/2022\_SPA/RAC\_MTF – Assistance for the Elaboration of a Resource Mobilisation Strategy for the Post-2020 SAPBIO implementation (thematic expert)– '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: [aida.abdennadher@spa-rac.org](mailto:aida.abdennadher@spa-rac.org); [daniel.cebrian@spa-rac.org](mailto:daniel.cebrian@spa-rac.org); [souha.asmi@spa-rac.org](mailto:souha.asmi@spa-rac.org); [saba.guellouz@spa-rac.org](mailto:saba.guellouz@spa-rac.org), cc: [car-asp@spa-rac.org](mailto:car-asp@spa-rac.org), no later than five (5) calendar days before the deadline for the proposal submission.

### **Article 5 – Definition, consistency and variation of prices**

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

#### **5.1. Variation of prices**

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

#### **5.2. Finality of prices**

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

### **Article 6 – Tender validity period**

Any tenderer who submitted a tender will be bound by his tender 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 7 – Terms of payment**

Payment for the mission will be made as follows:

- **20% of the total amount of the contract**, upon submission of outputs (A) and (B);
- **20% of the total amount of the contract** upon submission of outputs (C) and (D);
- **20%** of the total amount of the contract upon satisfactory completion of task (E);
- **20%** of the total amount of the contract upon submission of output (F) and (G);
- **10%** of the total amount of the contract upon submission of output (H);
- **10%** of the total amount of the contract 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 8 – Evaluation procedure

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

### 8.1. Technical evaluation

The technical offer(s) will be first examined, while the financial offer(s) remain sealed.

Applications will be evaluated based on the following criteria:

- (i) The consultant's profile (experience, references and diploma) in relation to the subject of the present mission;
- (ii) The methodology proposed for conducting the mission;
- (iii) The time planning schedule.

Technical evaluation grid			
Criteria			Scoring
The consultant experience	<i>Background and professional experience</i>	<ul style="list-style-type: none"> <li>▪ Experience in the elaboration of marine biodiversity conservation strategies and programmes</li> <li>▪ Experience in the facilitation of consultation processes at national and international levels</li> <li>▪ Experience with the UNEP/MAP system</li> <li>▪ Experience with other inter-governmental organizations working on biodiversity conservation in the Mediterranean</li> </ul>	<b>60 points maximum</b> (5 points/valid reference + 1 point/valid reference with UNEP/MAP System)
		No references in the above-mentioned kind of experiences	0 point ( <i>In this case the offer is eliminated</i> )
	<i>Experience related to the SAPBIO elaboration</i>	Experience related to the SAPBIO elaboration	<b>5 points maximum (3 points/valid reference)</b>
		No references in the above-mentioned kind of experiences	0 point
Diploma and number of years of experience		Post-graduate degree (Master or equivalent) in marine science and/or environmental science, or related disciplines	<b>5 points maximum</b>

	University degree in the above-mentioned disciplines	3 points
	No university degree	0 point <i>(In this case the offer is eliminated)</i>
	Less than 15 years of experience	Eliminated
<b>Methodology proposed for conducting the mission</b>	Methodology clearly presented, well-developed and meets the assignment terms of reference and objectives	<b>20 points maximum</b>
	Methodology clearly presented, fairly well-developed and meets the assignment terms of reference and objectives	10 points
	Methodology not developed but meets the assignment terms of reference and objectives	5 points
	Methodology not clearly presented and does not meet the assignment terms of reference and objectives, Or No methodology presented	0 point <i>(In this case the offer is eliminated)</i>
<b>Time planning schedule</b>	Planning is clearly presented, well developed and meets the assignment terms of reference and objectives	<b>10 points maximum</b>
	Planning is not much developed but meets the assignment terms of reference and objectives	5 points
	Planning not clearly presented and does not meet the assignment terms of reference and objectives, Or No planning presented	0 point <i>(In this case the offer is eliminated)</i>
<b>Total score</b>		<b>100 points</b>

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 will be declared unsuccessful.

## **8.2. 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:

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

### **8.3. 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 the consultant.

### **Article 9 – Monitoring, control and validation of the work**

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

The bidder will work under the supervision of SPA/RAC. The bidder will submit the final version of the deliverables as indicated in sections III and IV of the Technical Specifications.

### **Article 10 – Deadline for the execution of the mission**

The overall duration for carrying out this consultancy is 14 months from the date of signature of the contract, including the deadlines for handing in the final documents and deliverables according to the timeline table in article IV of technical specifications.

### **Article 11 – Penalty**

In the absence of completion by the tenderer of the services at his charge within the contractual deadlines envisaged in Article 10 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one three hundredth (1/300) 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 12 – 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 will remain the property of 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 present contract, will become and remain the property of SPA/RAC, and the consultant will submit all of 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 13 – 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 14 – 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 15 – 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 bidder confirms that themselves or any involved staff will be covered by appropriate insurance.

### **Article 16 – 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 17 – 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 18 – Conflict of interests

### ***18.1. 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.

### ***18.2. 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 19 – 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 sections III and IV of the technical specifications, and Article 11 (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 certificate will only be delivered once the service provider has fulfilled all his obligations resulting from sections III and IV of the Technical Specifications and after corrections of all deficiencies signalled by SPA/RAC.



# ANNEX 1

## SUBMISSION LETTER

I, the undersigned ..... (Director) ..... of  
..... recorded in the commercial register on ..... under the number  
..... Domiciled at ..... After having taken  
due note of the dossier documents of the call for tenders 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 my 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 tender 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 and official stamp)

## ANNEX 2

### DETAILS OF GLOBAL PRICE

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

Designation	Unit price	Step 1		Step 2		Step 3		Total Steps (1+2+3)	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
Fees									
Project manager / Expert 1									
Expert 2									
Expert 3									
Expert 4									
Other costs									
Travel and accommodation									
Other costs necessary for the proper execution of the present consultancy									
Sub-total/Step									

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

In ....., on .....  
 (Signature and official stamp of bidder)