



**Mediterranean
Action Plan**
Barcelona
Convention



CALL FOR CONSULTANT N°28/2023_SPA/RAC_GEF CP 3.1

**TERMS OF REFERENCE FOR THE PROVISION
CONSULTING SERVICES**

**ELABORATION OF ECOLOGICAL STUDY OF THE COASTAL AND
MARINE AREA OF GARAH ISLAND IN LIBYA**

June 2023

A. TECHNICAL SPECIFICATIONS

1. CONTEXT

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").

In accordance with its mission, SPA/RAC is a partner in the GEF- funded MedProgramme Project "Child Project 3.1" (link). This project is focusing on "Management Support and Expansion of Marine Protected Areas in Libya" and constitutes Component 3 of the MedProgramme: Protecting Marine Biodiversity. It aims in addressing the capacity barriers that hinder the sustainability and effectiveness of the Marine Protected Areas (MPAs) network in Libya, through the establishment of MPA management support mechanisms.

The project is implemented by the UN Environment Programme and executed by the UN Environment/MAP and the three co-executing partners, namely SPA/RAC, IUCN Med and WWF NA in close collaboration with the Ministry of Environment in Libya. It has three components: 1) Improving Governance and Management Support of existing and potential MPAs in Libya, namely Gara Island, Ain El Ghazela and Farwa lagoon and, 2) Participation and Institutional strengthening of national and local stakeholders, and 3) Awareness-raising and Communication on MPAs values and benefits.

2. OBJECTIVE

The objective of this consultancy is to elaborate the synthetic ecological characterization of the coastal and marine area of Garah island in Libya.

The consultancy requires a close and joint collaboration with the Ministry of Environment in Libya to undertake the ecological study of Garah island. The choice of the site is made with a view to develop a management plan for this potential MPA contributing, hence, to improve the effective management and preservation of its terrestrial, coastal and marine heritage components.

3. TASKS AND EXPECTED RESULTS

The Consultant is expected to elaborate an ecological study of the coastal and marine area of the site by performing the following tasks:

1. Introduce the general framework of the study area (geographical location, physical environment, bathymetry, oceanology, biological heritage, landscape, and cultural value, etc.) with good/high resolution illustrations (including precise indication of the sources of references, illustrations, etc.).
2. Draw up an inventory of existing up-to-date habitats, formations, and species in the area.
3. Draw up an inventory of remarkable species and habitats listed in Annexes II and III of the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol). Particular attention should be paid to marine vegetation, coralligenous and megafauna.
4. Describe the distribution of communities and species of conservation interest and their conservation status.

5. Dedicate a specific chapter on the status of conservation of the Lesser crested tern *Thalasseus bengalensis emigrata*, in particular to the aspects related to its breeding vs threats and challenges the population is facing.
6. List the Non-Indigenous and/or Invasive species.
7. Elaborate a synthesis section on natural and anthropogenic pressures and threats to the marine and coastal environment of the area and their impacts on marine and coastal biodiversity.
8. Identify and describe the impacts of climate change on the study area in general and on marine and coastal biodiversity, in particular, including gender-differentiated impacts.
9. Describe and list the existing/planned conservation and ecological monitoring programmes specific to the study area and women and men's participation/roles.
10. Describe the challenges related to the management, conservation and development and women and men's involvement.
11. Develop recommendations for the effective management of the area.

4. TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The total duration of the study is **135 days** from the date of signing the contract.

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

The various reports and their respective deadlines are listed in the table below:

Deliverables	Deadline
Detailed methodology and chronogram for the execution of the mission	10 days after the signature of the contract
Draft detailed and illustrated summary report of ecological characterization	90 days after the signature of the contract
Final detailed and illustrated report of ecological characterization	30 days after the submission of the Draft report
All digital tools related to the execution of the mission (maps, figures, photos in original format and in good/high resolution, Excel tables, etc.).	15 days after the submission of the final report

If need be, the consultant might be requested to attend any technical consultation meeting with the Ministry of Environment and the SPA/RAC in order to further agree and/or adjust the actions necessary to efficiently implement the mission.

5. SKILLS AND EXPERIENCE REQUIRED OF THE CONSULTANT

This call for consultancy is addressed to consultants with:

- A postgraduate degree in marine biology, ecology, or a related field.
- A solid understanding of ecological principles, including knowledge of coastal and marine ecosystems, species interactions, biodiversity, and ecosystem dynamics.
- Proven experience in conducting fieldwork, including designing sampling protocols, collecting data on various ecological parameters, and identifying and cataloging species.

- Competence in collecting and managing ecological data, including species abundance, distribution, habitat characteristics, and environmental parameters.
- Proven experience in coastal and marine protected area conservation, biodiversity and environmental issues, in particular marine protected area management.
- Excellent written, spoken and communicational skills in English and Arabic.
- Knowledge of the Libyan national context, and the Garah island context in particular.

B. ADMINISTRATIVE SPECIFICATIONS

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

This consultation is open to consultants with postgraduate degree in marine biology and ecology and a solid background and experience of ecological science, including knowledge of coastal and marine ecosystems, species interactions, biodiversity, and ecosystem dynamics.

ARTICLE 2 - COMPOSITION AND PRESENTATION OF OFFERS

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

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

2.1. Technical offer

It must contain:

1. A cover letter outlining the consultant's suitability for the job.
2. A curriculum vitae (CV) including: high education (at least 4 years of higher education) with copies of university diplomas, qualifications, professional experience, and references to previous relevant works and publications highlighted in bold and particularly relevant studies.
3. Documents/URL links/certificates that support the relevant references presented.
4. A detailed methodological note presenting the consultant vision for the project and how it mirrors the assignment objectives and scope, the methodological approach, organization of the work, and comments on the terms of reference, if needed.
5. A detailed time planning schedule, organization and sequential chronogram of intervention of consultant expert, the consulting firm intends to apply to implement this mission.

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

2.2. Administrative documents

The administrative folder should include the following administrative documents:

1. A sworn statement that the bidder is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
2. A sworn statement that the bidder is undertaken to comply with the law applicable to taxes and duties in force in his/her country.
3. Terms of reference signed (date, signature and stamp of the provider at the end of the document).

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

2.3. Financial offer

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

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

The financial offer should also include;

- A 'Submission letter', using the template attached in Annex 1.
- 'The details of the global price' using the template in Annex 2.

ARTICLE 3 – SUBMISSION

Proposals must be received electronically at the following e-mail address: car-asp@spa-rac.org, before **19 July 2023 at 23h59 UTC+1 (Tunis Time)**. E-mails should have the following subject:

« CALL FOR CONSULTANCY N°28/2023_SPA/RAC_GEF CP 3.1- Elaboration of ecological study of the Coastal and Marine Area of Garah Island 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, tenders may submit a written request by e-mail to: car-asp@spa-rac.org ; cc: atef.limam@spa-rac.org , no later than two (2) calendar days before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

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

The terms of payment are as follows:

- 20% of the total amount after receipt and validation by SPA/RAC of the detailed and illustrated summary report of ecological characterization of the site and receipt of an invoice;
- 70% of the total amount after receipt and validation by SPA/RAC of the detailed and illustrated report of the ecological characterization of the site and receipt of an invoice;
- 10% after receipt and validation by SPA/RAC of all the materials related to the assignment. This payment is also conditional upon a certificate from the SPA/RAC attesting that the service provider has fulfilled all its contractual obligations and duties to the satisfaction of the SPA/RAC and after the final acceptance of the contract.

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

ARTICLE 6 - EVALUATION PROCEDURE

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

6.1. TECHNICAL EVALUATION

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

1. Profile (experience and qualifications) of the consultants in relation to the subject of this assignment (50 points);
2. The proposed methodology for carrying out the assignment (40 points);
3. The detailed schedule and timetable (including an intervention chronogram) (10 points).

Technical evaluation grid			
Criteria			Scoring
Consultant Expert	Experience	Nature and number of studies on coastal and marine ecosystems, species interactions, biodiversity, and ecosystem dynamics and/or in the planning/development of marine and coastal protected areas.	45 points maximum (9 points/study)
		A postgraduate degree in marine biology, marine ecology, or a related field.	5 points maximum
	Diploma	University degree in the above-mentioned disciplines	3 points
		No university degree	0 point (in this case, the tender is eliminated)
Proposed methodology for carrying out the assignment	Well-developed methodology that responds precisely to the terms of reference		40 points maximum
	Methodology fairly well-developed and in line with the terms of reference		30 points
	Methodology fairly developed and more or less in line with the terms of reference		20 points
	Methodology not in line with the terms of reference or no methodology presented		0 point (in this case, the tender is eliminated)
Detailed planning and timetable (including an intervention chronogram)	A coherent, well-structured schedule and timetable that accurately reflects the terms of reference		10 points maximum
	Planning and timetable moderately coherent and structured but in line with the terms of reference		5 points
	Planning and Timetable not complying with the terms of reference or not submitted		0 point (in this case, the tender is eliminated)
Total score (maximum 100 points)			... points

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

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

6.2. Financial evaluation

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

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

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

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

6.3. Conclusions of the evaluation committee

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

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

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

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

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

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

ARTICLE 7- MONITORING, CONTROL AND VALIDATION OF THE WORK

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

The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 3 (TASKS AND EXPECTED RESULTS) and section 4 (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE) of the technical specifications.

ARTICLE 8 - PENALTY

In the absence of completion by the consultant of the services at his/her charge within the contractual deadlines envisaged in section 4 of the technical specifications (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE), and Article 8 (DURATION OF THE CONTRACT), it will be applied as of right and without notice, a penalty of one two hundredths (1/200) of the total amount of the contract (All Taxes Included - ATI) for each calendar day of delay.

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

ARTICLE 9 - INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP OF DOCUMENT

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

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

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

ARTICLE 10 - ARBITRAGE, DISPUTE SETTLEMENT

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

ARTICLE 11 - LIABILITY AND INSURANCE

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

ARTICLE 12 - FORCE MAJEURE

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

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

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

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

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

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

ARTICLE 13 - CANCELLATION CONDITIONS

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

- a. no respect for the deadline of the execution in the application of Article 8 (DURATION OF THE CONTRACT);
- b. in the case described in Article 9 (PENALTY) when the amount is capped at 10% of the total amount of the contract;
- c. non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 3 of the technical specifications: TASKS AND EXPECTED RESULTS)
- d. If the tenderer goes bankrupt or into receivership.
- e. If, after a case of force majeure, the holder is unable to execute a substantial part of the Services for a period equal to at least sixty (60) days;
- f. If the tenderer was involved in corruption or fraudulent manipulations to obtain the contract or during the execution of the contract. For the purpose of the clause: a person is guilty of "corruption" if he/she offers, gives, solicits or accepts any kind of advantage in order to influence the action of a public official during the selection or the execution of the contract; and undertakes "fraudulent manipulations" which distort or denature the facts so as to influence the selection or the execution of the contract to the detriment of the borrower; by "fraudulent manipulations" is meant any agreement or collusive manipulation of the tenderers (before or after submitting the proposals) so as to artificially maintain the prices of the tenders at levels which do not correspond to prices which would have resulted from free and open competition and which deprive the borrower of the advantages of free and open competition; or
- g. If SPA/RAC, on its own initiative and for any reason whatsoever, decides to terminate the contract.

ARTICLE 14 – CONFLICT OF INTERESTS

14.1. Prohibition of incompatible activities

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

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

The tenderer and his associates are prohibited, during the contract duration and at the end of the contract period, to provide good, works or services means for any project stemming from the services or closely connected with the present contract services (except for the implementation of the present contract services and their continuation).

ARTICLE 15 - PROVISIONAL AND FINAL ACCEPTANCE

The provisional acceptance is pronounced after complete completion of the services covered by this consultancy i.e., after the completion of the service described in section 3 (TASKS AND EXPECTED RESULTS) of the technical specifications, and Article 8 (DURATION OF THE CONTRACT). The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report issued by the SPA/RAC no later than 30 days from receipt of the deliverables and at the written request of the service provider and the signing of a report of completion of the work/services jointly by the service provider and SPA/RAC. The Service Provider shall, however, correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

Final acceptance will be given one (1) month after the date of provisional acceptance without reservation of the contract. The final acceptance report will only be delivered once the service provider has fulfilled all his obligations resulting from sections 3 (TASKS AND EXPECTED RESULTS) and section 4 (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE) of the “Technical Specifications” and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

I, the undersigned, Mr., after having taken due note of the dossier documents of the call for consultancy N° launched by, pertaining to a mission of I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is () USD ATI.

I take due note of the fact that you are not obliged to proceed with the tendering procedure and that I cannot claim a compensation.

I pledge that the conditions in my offer will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the date for the deadline for the receipt of tenders.

SPA/RAC pledges to pay the amount after the signing of a contract into the bank current account of the Bank In the name of Under the number of RIB (BIC – IBAN)

In, on

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

ANNEX 2

DETAILS OF GLOBAL PRICE

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

Designation	Unit price (\$)	1 st phase (Illustrated summary repor)		2 nd phase (Final summary repor)		Total phases (1+2)	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
Expert Fees							
Other fees (Other costs necessary for the proper performance of this assignment)							
Sub-total/Expert							
						Total (\$)	

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

(Signature of the bidder)