



**Mediterranean
Action Plan**
Barcelona
Convention



*The Mediterranean
Biodiversity
Centre*

CALL FOR CONSULTANCY N° 08/2021_SPA/RAC IMAP MPA

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

**“A study to support the integration of the national
monitoring programmes in Libya under
the IMAP-MPA project”**

TECHNICAL SPECIFICATIONS

1. BACKGROUND

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was created in 1985 and established in Tunis through a decision of the Contracting Parties to the Convention for the Protection of the Marine and Coastal Environment of the Mediterranean (Barcelona Convention). It functions within the framework of the Action Plan for the Mediterranean – Barcelona Convention (UN Environment/MAP).

SPA/RAC's main aim is to contribute towards the protection, conservation, and sustainable management of Mediterranean coastal and marine areas of special cultural and natural value and of threatened and endangered species.

In line with

- Decision IG.24/17 on the UNEP/MAP 2020-2021 Programme of Work and Budget (Naples, Italy, 2-5 December 2019);
- Decision IG.22/7 on the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) (Athens, Greece, 9-12 February 2016);
- Decision IG.23/06 on the 2017 Mediterranean Quality Status Report (Tirana, Albania, 17-20 December 2017);
- Decision IG.24/7 on the Roadmap and Needs Assessment for the 2023 Mediterranean Quality Status Report (Naples, Italy, 2-5 December 2019);

The Contracting Parties to the Barcelona Convention have updated/developed their national monitoring programmes based on the IMAP Common Indicators per each cluster namely Biodiversity and Non-indigenous species (NIS), Pollution and Marine Litter, and Coast and Hydrography. The 23 Common Indicators of IMAP cover mainly state and impact indicators.

The 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*" (hereinafter IMAP-MPA project) aims to ensure that additional support is provided for the national implementation of IMAP, and for the delivery of reliable data for IMAP common indicators on three clusters: (i) biodiversity and NIS, (ii) pollution and marine litter (iii) and coast and hydrography.

Aware of the importance and need for coordination required at the national level for IMAP implementation, countries are establishing the National IMAP Steering Committees, to mobilise an effective network of competent national institutions and boost and coordinate IMAP implementation at the national level for all its clusters, pollution & marine litter, biodiversity & NIS, and coast & hydrography.

Expertise is required to provide scientific and technical guidance to the national teams for monitoring related activities under IMAP-MPA project and to coordinate their implementation with the national IMAP steering committee.

2. OBJECTIVE AND SCOPE

The aim of this consultancy is to develop an integration strategy of the existing national monitoring programmes on (i) biodiversity & NIS (ii) pollution & marine litter, and (iii) coast & hydrography in Libya.

This work will be done in collaboration and coordination with the Environmental General Authority (EGA) in Libya and SPA/RAC.

3. TASKS TO BE UNDERTAKEN

The consultant will be in charge of the following tasks:

1. Prepare a detailed work plan and timeline;
2. Elaborate a specific and thorough analysis in Libya of the national monitoring programme on Biodiversity (EO1) and NIS (EO2) (i.e. proposed monitoring sites, techniques and methodologies) and its integration with the Pollution and marine litter Cluster (EO5, EO9 and EO10) as well as with the Coast and Hydrography Cluster (EO7-EO8);
3. Design concrete integrated monitoring plan in Libya specifying monitoring sites/transects, their respective common Indicators, methodologies and protocols for their measurements, quality assurance and reporting schemes;
4. Participate in round-table discussions and online meetings at national level regarding IMAP implementation for the three clusters (i.e. Biodiversity and NIS; Coast and Hydrography and Pollution and Marine Litter);

4. DELIVERABLES

Deliverables		Deadlines
Deliverable 1: Work plan and timeline Production of 1 document (word) detailing the work plan and timeline.	Detailed work plan and timeline	One week after the contract signature
Deliverable 2: National integrated monitoring plan Production of the 1 st draft integrated monitoring programme (word) to be submitted for consultation during the national online meetings and workshops (Deliverable 3) ¹	Concrete integrated monitoring plan for biodiversity and NIS with the 2 other clusters of IMAP, specifying the monitoring sites/transects, the common indicators, methodologies and protocols for their measurements, quality assurance and reporting schemes.	7 May 2021
Deliverable 3: National online meetings and workshops Production of minutes and documents of national meetings and workshops (word)	Participate to the online meetings and workshops for the validation process of the national IMAP.	Will be planned in coordination with the EGA and SPA/RAC
Deliverable 4	Final Report considering the comments and minutes of the national meetings and workshops	30 June 2021

¹ In elaborating the first draft, the consultant will consult with the regional consultants already engaged by MEDPOL and SPA/RAC to provide technical guidance and support to the national IMAP teams.

5. SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC IMAP-MPA Project Officer and the overall supervision of the SPA/RAC director, and in close collaboration with the EGA as well as the regional consultants.

Virtual meetings (teleconference/skype/phone) will be convened by SPA/RAC and will be attended by participants from EGA and the regional consultants.

Virtual meetings with the national teams and stakeholders will be organized when necessary.

6. TIME SCHEDULE

The contract duration will start from the date of its signature and will be concluded no later than July 15th,2021.

The estimated working days for the contract implementation are about fifteen (15) effective working days (WD). Working days are split as follows:

Deliverables	Estimated working days
Deliverable 1: Work plan and timeline	01
Deliverable 2: National integrated monitoring plan	06
Deliverable 3: National online meetings and workshops	05 (05 expected online meetings and workshops)
Deliverable 4: Final Report	03

7. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultant should meet the following criteria:

- Advanced experience in marine biodiversity and conservation;
- Relevant experience in the development of monitoring and assessment studies of the marine environment;
- Good knowledge of the context of the marine environment conservation in Libya;
- Good knowledge of the implementation of the Barcelona Convention Ecosystem Approach (EcAp) process /Integrated Monitoring and Assessment Programme (IMAP);
- Fluency in Arabic and English;

ADMINISTRATIVE CLAUSES

Article 1 - Conditions for participation in the consultancy

Participants to this consultancy should be individual experts.

Article 2 - Composition and presentation of offers

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

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

2.1. Technical offer

It must contain:

- CV of the expert with his qualifications and experience/references. Particular attention must be paid to the experience in the field of marine studies and environmental conservation in the Mediterranean particularly related to Libya and the Ecosystem Approach process;
- A methodological note on how to approach and complete the assignment;
- Planning and detailed time schedule (including a chronogram of intervention);

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

2.2. Administrative documents

The administrative offer should include the following administrative documents:

1. A cover letter outlining the consultant's suitability for the job;
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; and
3. Terms of reference signed (date, signature of the provider at the end of the document).

2.3. Financial offer

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

Should any administrative documents be missing, the consultant will be contacted to complete the offer documents. If after a period of seven (07) days, the documents are still not completed the candidate will be rejected even if already chosen as best positioned.

Article 3 - Submission

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

car-asp@spa-rac.org, before **05 March 2021, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject:

"Call for consultancy n°8/2021_SPA/RAC - "A study to support the integration and the implementation of IMAP in Libya under the IMPA-MPA project" - 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: mehdi.aissi@spa-rac.org ; asma.yahyaoui@spa-rac.org ; cc: car-asp@spa-rac.org, no later than five (5) calendar days before the deadline for the proposal submission.

Article 5 - Terms of payment

Payment for the mission will be made as follows:

1. The 1st Instalment of 40 % will be paid upon submission of the deliverables 1 and 2 and after the review and approval of SPA/RAC;
2. The 2nd and final instalment of 60 % will be paid upon submission of final version of all deliverables, taking into consideration comments raised during the national meetings and after the review and approval of SPA/RAC.

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

Article 6 - Evaluation procedure

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

6.1. Technical evaluation

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

Applications will be evaluated based on the following criteria:

- (i) Profile (experience and diploma) of the consultant in relation to the subject of the present mission (60 points); and
- (ii) The methodology proposed for conducting the mission, the Planning and detailed time schedule (including a chronogram of intervention) (40 points).

Technical evaluation grid			
Criteria			Scoring
			Application by one consultant
consultant profile	Experience	Marine monitoring and assessment studies in the Mediterranean particularly related to Libya and the Ecosystem Approach process	50 points maximum (15 points/study in the Mediterranean context + 2 additional points/study including the EcAp process)
		No similar studies	0 points <i>(In this case the offer is eliminated)</i>
	Diploma	Post-graduate university degree in marine biology or environmental sciences, or related discipline	5 points maximum
		University degree in the above-mentioned or related disciplines	3 points
		No university degree in the above-mentioned or related disciplines	0 point <i>(In this case the offer is eliminated)</i>
The methodology proposed for conducting the mission, the planning and detailed time schedule (including a chronogram of intervention)	a. The methodology proposed for conducting the mission	Methodology clearly presented, well developed and meets the study terms of reference and objectives	25 points maximum
		Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	15 points
		Methodology not well developed but meets the terms of reference and objectives	5 points
		Methodology not clearly presented and does not meet the study terms of reference and objectives, or No methodology presented	0 point
	b. the planning and	Realistic planning clearly presented, coherent with the time schedule	20 points maximum

	detailed time schedule (including a chronogram of intervention)	considering the requested time for reports validation and with the chronogram of intervention	
		Realistic planning but more or less well presented, fairly coherent with the time schedule and with the chronogram of intervention	10 points
		Planning unclearly presented, doesn't respect the deadline, or no planning, or no time schedule or no chronogram of intervention	0 points
Total score (100 points maximum)			... points

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

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

6.2. Financial evaluation

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

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

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

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

6.3. Conclusions of the evaluation committee

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

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

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

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

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

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

Article 7 - Monitoring, control and validation of the work

The consultant will work under the supervision of SPA/RAC. The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 4 (Deliverables) and section 6 (Time schedule) of the technical specifications.

Article 8 - Deadline for the execution of the mission

The maximum time allocated for carrying out the study is about fifteen (15) working days (WD)) as from the date of signature of the contract, including the deadlines for handing in the final documents and deliverables according to the following timeline:

Deliverables		Deadlines
Deliverable 1: Work plan and timeline Production of 1 document (word) detailing the work plan and timeline.	Detailed work plan and timeline	One week after the contract signature
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Article 9 - Penalty

In the absence of completion by the consultant of the services at his/her charge within the contractual deadlines envisaged in section 7 of the technical specifications (Time schedule), and Article 9 (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 (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 15 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

Article 10 - 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 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 names and logos of UNEP/MAP - SPA/RAC must be displayed appropriately in the documentation to be produced in the framework of this consultancy.

² In elaborating the first draft, the consultant will consult with the regional consultants already engaged by MEDPOL and SPA/RAC to provide technical guidance and support to the national IMAP teams.

Article 11 - 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 12 - 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 13 - 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 fulfill any of its contractual obligations does not entail a contract termination or failure to fulfill 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 fulfill its obligations due to the case of force majeure.

Article 14 - Cancellation conditions

SPA/RAC could cancel the contract in case of non-respect of the deadline of execution (Article 9: Deadline for the execution of the mission) or of non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 4 of the technical specifications: Tasks to be undertaken), and in the case described in the Article 10 (Penalty), when the amount is capped at 10% of the total amount of the consultancy. In case of cancellation, the payment will be done in proportion to the tasks already carried out and judged satisfactory.