



Mediterranean
Action Plan
Barcelona
Convention



CALL FOR CONSULTANCY N°13/2024_SPA/RAC

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

**Evaluation of the Regional Action Plans Approach for the conservation of
selected species and habitats adopted under the SPA/BD Protocol**

July 2024

TECHNICAL SPECIFICATIONS

A- BACKGROUND

The Contracting Parties to the Barcelona Convention, within the framework of the Mediterranean Action Plan, give priority to the conservation of the marine environment and to the components of its biological diversity. This was confirmed by the adoption of the new 1995 Barcelona Convention Protocol Concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) and of its annexes, among them a list of endangered or threatened species.

The Protocol sets out very detailed requirements for endangered or threatened species listed in Annex II and III to the Protocol.

Elaborating and implementing action plans to conserve one species or group of species is an effective way of guiding, coordinating and strengthening the efforts that the Mediterranean countries are making to safeguard the natural heritage of the region.

Although they do not have a binding legal character, these action plans were adopted by the Contracting Parties as regional strategies setting priorities and activities to be undertaken. In particular, they call for greater solidarity between the States of the region, and for co-ordination of efforts to protect the species in question. This approach has been proved to be necessary to ensure conservation and sustainable management of the concerned species in every Mediterranean area of their distribution.

The Mediterranean Countries adopted the following regional Action Plans / Strategy / Programme:

1. Regional strategy for the conservation of Monk Seal in the Mediterranean
2. Action Plan for the conservation of marine turtles
3. Action Plan for the conservation of cetaceans
4. Action Plan for the conservation of marine vegetation
5. Action Plan for the conservation of bird species listed in annex II of the SPA/BD Protocol
6. Action Plan for the conservation of cartilaginous fishes (Chondrichthyans) in the Mediterranean Sea
7. Action Plan concerning species introduction and invasive species
8. Action Plan for the conservation of the coralligenous and other calcareous bio-concretions in the Mediterranean Sea
9. Action Plan for the conservation of habitats and species associated with seamounts, underwater caves and canyons, aphotic hard beds and chemo-synthetic phenomena in the Mediterranean Sea (Dark habitats Action Plan)
10. Restoration Programme of *Pinna nobilis*

These Action Plans, strategies and Programme constitute midterm regional strategies that should be updated each five-year based on an evaluation of their implementation at regional and national levels.

For the biennium 2024-2025, the Contracting Parties to Barcelona Convention requested SPA/RAC during the CoP 23 (Decision IG.26/14, Portorož, Slovenia, 5-8 December 2023) to evaluate the Regional Action Plans Approach for selected species and habitats adopted under the SPA/BD Protocol and to identify recommendations for the way forward, in the light of the new Global Biodiversity Framework, SPABIO POST2020 and the EcAp/IMAP processes of the Barcelona convention. and submit them for consideration of COP 24.

B- OBJECTIVE AND SCOPE

The objectives of the consultancy are to (i) evaluate the regional Action Plans (RAPs) Approach for selected species and habitats adopted under the SPA/BD Protocol and to (ii) identify recommendations for the way forward in the light of the new Global Biodiversity Framework, SPABIO POST2020 and the EcAp/IMAP processes of the Barcelona Convention.

C- TASKS TO BE UNDERTAKEN

The evaluation of the Action Plans Approach should be carried out in participatory and consultative way.

The Applicant(s) has/have to

- Assess the Action Plans approach for selected species and habitats adopted under the SPA/BD Protocol in the Mediterranean Sea to:
 - determine the success/effectiveness in meeting their conservation objectives, Identify gaps in the current RAPs that hinder their effectiveness
 - Identify any external and/or internal factors affecting the RAPs performance through for example SWOT analysis (Strengths, Weaknesses, Opportunities, Threats).
- Carry out a consultation and interview with the SPA/DB FPs, the MAP components, regional organisations, Action Plans' associates and Partners and any relevant Stakeholders
- propose recommendations concerning the future of the Regional Action Plans (their development implementation, assessment, update) taking into account the Ecosystem Approach "Implementation of the ecosystem approach to the management of human activities that may affect the Mediterranean marine and coastal environment" adopted at CoP15 (Decision IG.17/6), the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) adopted in 2016 by CoP19 (Decision IG22/7) and the Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in the Mediterranean Region (Post-2020 SAPBIO) adopted by CoP22 (Decision IG.25/11).

Relevant existing documents reports and material will be provided by SPA/RAC to the applicant (s).

D-KEY DELIVERABLES

- **Deliverable 1:** Inception meeting, detailed scope of the work and workplan
- **Deliverable 2:** An assessment report of the regional Action Plans approach for selected species and habitats adopted under the SPA/BD Protocol in the Mediterranean Sea
- **Deliverable 3:** Recommendations concerning the future of the regional Action Plans and the way forward

The applicant (s) should be aware that the work could be conducted in both languages English and French (consultation, survey, online meetings, etc.). The final assessments and draft updating of the Action Plan should be presented in one of these languages.

E-SUPERVISION AND COLLABORATION

The Applicant(s) will work under the supervision of SPA/RAC Director, and in collaboration with

SPA/RAC programme officer (Species and Ecosystems conservation Programme officers) to finalize the methodology, to collect the data and to facilitate interviews and contacts with the concerned relevant stakeholders, Partners and associates of the Action plans.

This is mainly a desk-based assignment. No missions are envisaged. the applicant (s) participation to the 17th SPA/BD thematic Focal Point meeting (Mai 2023) will be decided if necessary. If decided, her/his participation to this meeting will be paid by SPA/RAC.

The Applicant (s) will be expected to make imaginative and efficient use of online networking, questionnaires, surveys, etc. to obtain the required information and conduct needed consultations.

F-TIME SCHEDULE

The Assignment of the present contract has to be completed within a time duration of 6 months starting from the signature of the contract. To implement these tasks, the applicant(s) will be working during a total of twenty-five days (25) effective working days.

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

Deliverables	Deadline
Deliverable 1: Inception meeting, detailed scope of the work and workplan	10 days after signing the contract
Deliverable 2: An assessment report of the regional Action Plans approach for selected species and habitats adopted under the SPA/BD Protocol in the Mediterranean Sea	45 days after the submission of presentation of the scope of the work and detailed work
Deliverable 3: Recommendations concerning the future of the regional Action Plans approach and the way forward	30 days after submission of the 2nd deliverable

G- Profile, SKILLS AND EXPERIENCE REQUIRED OF CONSULTANT

The applicant(s) is expected to have the following profile, skills and expertise:

- Advanced university degrees (Master's degree at least) in environmental marine sciences, conservation of threatened and endangered species and habitats.
- A minimum of ten (10) years' experience in conducting conservation activities in marine environment of threatened and endangered species and habitats
- Excellent knowledge of global, regional and national requirements for the conservation of species and habitats, notably in the Mediterranean
- Excellent writing and communication skills in English or in French;
- Strong interpersonal skills and the ability to communicate and work well with diverse cultural context.

ADMINISTRATIVE SPECIFICATIONS

ARTICLE 1- CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Only individual applicant could participate to this consultancy work.

The applicant must prove that he/she has all the legal and professional guarantees required for the performance of this assignment under good conditions.

Individual consultant may associate with each other to form a consultant's association to complement their respective areas of expertise, or for other reasons. They must clearly identify the lead consultant, who will be the legal representative of the consultant association. The consultant association cannot exceed two 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:

1. A curriculum vitae including higher education degrees, information and highlighting references to previous relevant works and publications in relation marine conservation and threatened and endangered species and habitats in the Mediterranean.
2. A methodological note on how to approach, conduct and complete the assignment.
3. Works Planning and detailed time schedule, including a chronogram of intervention of the consultant (members of the team in case of more than one expert involved in the offer);

Applicants are encouraged to send references of previous works completed on subjects relevant to the consultancy and send relevant documents by e-mail if those cannot be easily found online.

The selection process may include interviews (through Skype or phone), 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:

- A cover letter outlining the Applicant's suitability for the job.
- 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.
In cases where the bidder has an academic profession (Researcher or University teaching staff), a sworn statement that he/she is complying with the law applicable to taxes and fees in force in his/her country would be accepted. 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

- Terms of reference signed (date, signature of the provider at the end of the document).

1.3. Financial offer

The tasks to be implemented within the present contract are expected to need a maximum of 25 working days.

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

The financial offer should also include the following documents:

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

Should any administrative documents be missing, the consultant will be contacted to complete the offer documents. If after a period of seven (10) 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 the 30 July 2024** at 11:00 U.T.C.+1.

E-mails should have the following subject:

“Call for consultancy n°13/2024 SPA/RAC - Evaluation of the of regional Action Plans Approach for selected species and habitats adopted under the SPA/BD Protocol and recommendations for the way forward-Name of the Applicant”

Proposals received after this deadline will not be considered.

ARTICLE 4 - ADDITIONAL INFORMATION

Should any problems of interpretation arise in the course of drawing up the proposal, bidders may submit a written request by email for further information to :mailto: car-asp@spa-rac.org Cc: atef.ouerghi@spa-rac.org and lobna.bennakhla@spa-rac.org Request for additional information, if needed, should be done no later than 05 calendar days before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

Payment for the mission will be made as follows:

- 40% upon submission of the deliverable 1 and 2 and their validation by SPA/RAC
- 50% upon the submission of the deliverables 1 2 and 3 as defined in part D of the technical specification, and their validation by the SPA/RAC.
- The last instalment of **10%** 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 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) Individual consultant(s) experience and diploma;
- (ii) the methodology proposed for conducting the mission, and
- (iii) the planning and detailed time schedule (including a chronogram of intervention).

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

Criteria			Scoring	
			Application by one consultant	Application by a consultant association (two consultants)
Lead consultant	Experience	Experience in development and / or assesment of marine biodiversity programme: strategies in the Mediterranean in the last ten years	55 points maximum (12 points/study + 2 additional points/study in the Mediterranean)	40 points maximum (8 points/study) + 2 additional points/study in the Mediterranean)
		No similar studies	0 points <i>(In this case the offer is eliminated)</i>	0 points <i>(In this case the offer is eliminated)</i>
	Diploma	The titles of Master in marine biology, environmental sciences, or related discipline	5 points maximum	5 points maximum
		No Master degree in the above-mentioned or related disciplines	0 point <i>(In this case the offer is eliminated)</i>	0 point <i>(In this case the offer is eliminated)</i>
Associate consultant	Experience	development and / or assesment of marine biodiversity programme: strategies in the Mediterranean in the last ten years	N/A	10 points maximum (5 points/study + 1 additional point/study in the Mediterranean)
		No similar study	N/A	0 point

	Diploma	Post-graduate university degree in marine biology or environmental sciences, or related discipline	N/A	<u>5 points maximum</u>
		University degree in the above-mentioned or related disciplines	N/A	3 points
		No university degree in the above-mentioned or related disciplines	N/A	0 point <i>(In this case the offer is eliminated)</i>
		No university degree in the above-mentioned or related disciplines	N/A	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	<u>25 points maximum</u>	
		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 detailed time schedule (including a chronogram of	Realistic planning clearly presented, coherent with the time	<u>15 points maximum</u>	

	intervention)	schedule 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	8 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 5 (Deliverables and deadlines) of the technical specifications.

ARTICLE 8 - DEADLINE FOR THE EXECUTION OF THE MISSION

The time duration for carrying out the study of this contract is six (06) months 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	Deadline
Deliverable 1: Inception meeting, detailed scope of the work and workplan	10 days after signing the contract
Deliverable 2: An assessment report of the regional Action Plans approach for selected species and habitats adopted under the SPA/BD Protocol in the Mediterranean Sea	45 days after the submission of presentation of the scope of the work and detailed work
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ARTICLE 9 – PENALTY

In the absence of completion by the Applicant of the services at his/her charge within the contractual deadlines envisaged in section 5 of the technical specifications (Deliverables and deadlines), and Article 8 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one two 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 14 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

ARTICLE 10 - 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 prepare 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 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 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 14 - CANCELLATION CONDITIONS

SPA/RAC could cancel the contract in case of non-respect of the deadline of execution (Article 8: 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 9 (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.

ARTICLE 15 - PROVISIONAL AND FINAL ACCEPTANCE

The provisional acceptance is pronounced after complete completion of the services covered by this consultancy i.e., after the completion of the service described in section 2 tasks to be undertaken of the technical specifications, and Article 8 (Deadline for the execution of the mission).

The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report issued by the SPA/RAC no later than 30 days from receipt of the deliverables and at the written request of the service provider and the signing of a report of completion of the work/services jointly by the service provider and SPA/RAC.

The Service Provider shall, however, correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

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

ANNEX 1 SUBMISSION LETTER

I, the undersigned..... (Lead expert), after having taken due note of the dossier documents of the call for consultancy N° launched by, pertaining to a mission of I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is (.....) US Dollars. I take due note of the fact that you are not obliged to proceed with the tendering procedure and that I cannot claim a compensation. I pledge that the conditions in my offer will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the date for the deadline for the receipt of tenders. SPA/RAC pledges to pay the amount after the signing of a convention into the bank current account of the Bank In the name of Under the number of RIB (BIC – IBAN)

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

ANNEX 2 DETAILS OF TOTAL PRICE

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

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

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

Amount of the VAT is fixed at the sum of

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

(Signature and official stamp of the bidder)