



Mediterranean
Action Plan
Barcelona
Convention



Strategic Action Programme for the Conservation
of Biodiversity and Sustainable Management
of Natural Resources in the Mediterranean Region

CALL FOR TENDERS

Call for tenders N°04/2022_SPA/RAC

**Fundraising Strategy for the Post-2020 SAPBIO,
including the Post-2020 Strategy for MCPAs and
OECMs, for the period 2022-2030 and beyond**

January 2022

TECHNICAL SPECIFICATIONS

I- CONTEXT AND JUSTIFICATION

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 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 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) - Secretariat of the Barcelona Convention.

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 renovated environmental governance tool for the further implementation of the revised Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol), adopted in 1995.

It 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 analyzed 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 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 favor of the Mediterranean marine and coastal biodiversity beyond 2020.
- ii. Sub-regional level consultations to identify similarities, shared issues, priorities and possible synergies among neighboring countries
- iii. The regional level consultations involving SAPBIO National Correspondents (representatives of the Contracting Parties) and SAPBIO Advisory Committee which is made of representatives of most relevant international and regional organizations providing a platform for consultation during all the stages of the elaboration and allowing a better harmonization and integration at regional and global levels.

The Post-2020 SAPBIO is proposed for adoption by the Barcelona Convention's Contracting Parties during their 22nd ordinary meeting (COP 22) held in Antalya, Turkey, 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 Barcelona Convention and FAO/GFCM 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 with 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, it 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) in the Mediterranean 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 and will hence take in 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.

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 its 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) Marine and coastal protected areas (MCPA) network expansion, (iii) OECMs, (iv) management effectiveness, and (v) government and stakeholder action and support. Under each pillar, a clear strategic outcome, with corresponding outputs and proposed key actions (at national and international levels) has been identified.

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, Turkey.

II- OBJECTIVES

It is clear from the above that ensuring a sustainable financial support has a capital importance for 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 to develop a fundraising 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, and to elaborate support documents for preliminary contacts with potential donors:

Overall Objective: Establish a fundraising strategy to implement the Post-2020 SAPBIO including the Post-2020 Strategy for MCPAs and OECMs for:

- **Specific Objective 1:** Maintaining the efforts made and the momentum gained so far by the Mediterranean countries and regional bodies for the conservation of marine and coastal species and ecosystems.
- **Specific Objective 2:** Supporting the implementation of the 42 identified actions of the Post-2020 SAPBIO, including those targeting area-based conservation and monitoring, as specifically detailed in the Post-2020 Strategy for MCPAs and OECMs and the EcAp/IMAP process agenda.

III- METHODOLOGY AND TASKS TO BE UNDERTAKEN

The Post-2020 SAPBIO will be among the main UNEP/MAP regional strategic planning tools for the 2021-2030 decade, with measures aiming at guaranteeing the sustainability of the efforts implemented by the countries for marine and coastal biodiversity conservation, including the sustainability of marine and coastal human activities. By adopting the Post-2020 SAPBIO at their COP 22, the Contracting Parties to the Barcelona Convention engaged on implementing its strategic actions and activities, on working on providing the needed resources for its successful implementation and on achieving the biodiversity conservation targets. The same extends for the Post-2020 Strategy for MCPAs and OECMs; by adopting it, the Contracting Parties committed to reach the strategy's outcomes and targets by the 2030 agreed deadline.

Indeed, an efficient and successful implementation of the agreed Post-2020 SAPBIO and Strategy for MCPAs and OECMs conservation measures needs immediate concomitant and well applied action by all the Contracting Parties. Knowing the unequal technical, human and financial resources among the Contracting Parties, but also the different conservation constraints related to the level of threats and the socioeconomic aspects, sizeable financial resources are highly recommended to fill the identified gaps, implement the agreed measures and achieve the Post-2020 SAPBIO vision, mission and goals, along with the Post-2020 Strategy for MCPAs and OECMs targets, by the 2030 horizon.

Based on its long-standing experience and wide partners range in the Mediterranean, SPA/RAC can ensure coordination for the efficient involvement of the Contracting Parties, as well as of several relevant regional, sub-regional and national governmental and non-governmental partners, in the Post-2020 SAPBIO, and related thematic strategies, implementation process.

The fundraising strategy should be action-oriented and tailored towards realistic short-term, medium-term and long-term funding objectives and operational targets that countries could reasonably achieve with the coordination of relevant international and regional organizations and the support of donors and funding agencies.

Potential regional and international, multilateral, bilateral or private donors, including Parties, as well as other relevant Mediterranean and international institutions linked with marine and coastal conservation programmes that could act as partners for projects should be mobilized for a conference on the funding of the Post-2020 SAPBIO and Post-2020 Strategy for MCPAs and OECMs' activities.

The consultancy work for the elaboration of the fundraising strategy for the Post-2020 SAPBIO and related thematic sub-strategies/action plans will follow three steps. The requested tasks to carry out are:

Step 1: Identification of Projects and financial needs

First: Based on the actions included in the Post-2020 SAPBIO Strategic Action Programme (appearing in Annex III of the Post-2020 SAPBIO document) and in the Post-2020 Strategy for MCPAs and OECMs, the consultant will have to identify coherent projects to be implemented at the Mediterranean regional, sub-regional or multinational levels to assist Mediterranean countries. Project concepts (summary fiches) will be drafted according to two criteria:

- 1- Ensure the global coherence of projects throughout the implementation of the strategies in order to deploy the planned activities and achieve their targets;
- 2- Ensure consistency of the efforts of the Contracting Parties (Mediterranean countries) participating in each of the identified projects 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.

Second: The consultant will have to make an estimate to each one of the identified projects for the implementation of the Post-2020 SAPBIO (at regional, sub-regional and/or multinational levels). The budgetary estimates should include a detailed cost evaluation, estimate of all financial needs that are likely to be incurred in view for all posts relevant to the Post-2020 SAPBIO and to the Post-2020 MCPAs and OECMs Strategy full implementation, considering their respective timelines.

The budgetary estimates should include a detailed cost evaluation for all identified projects relevant to the Post-2020 SAPBIO and to the Post-2020 MCPAs and OECMs Strategy full implementation, considering their respective timelines.

It is important to carry out this task considering the efforts already made so far by the Mediterranean countries and the regional bodies for the conservation of marine ecosystems and species. The main scope being to maintain these efforts and to develop an action-oriented planning for an efficient marine and coastal conservation throughout the Mediterranean.

Step 2: Action Plan elaboration

During the second step, the consultant is asked to:

- Analyze the funding context, opportunities and threats;

- Prioritize projects, identified in Step 1, and draft a fundraising action plan from year 1 to year 10 of the Post-2020 SAPBIO implementation in harmony with the Programme of Actions (appearing in Annex III of the Post-2020 SAPBIO document) and in line with the MAP/Barcelona Convention Medium-Term Strategy (MTS) and its funding/resource mobilization strategy.
- Identify potential multilateral and bilateral donors from the public and private sectors and analyze their profiles, by finding funding option(s) for each donor; search the various potential financing sources to determine which ones may actually be available and match with each given project.

Current and arising opportunities will be investigated in detail, such as the EU Biodiversity Strategy funding commitments (spending on nature; biodiversity and nature-based solutions; natural-capital and circular economy initiative), GEF-8 (plastic pollution; support to circular economy; sustainably manage international waters, including areas of the ocean beyond national jurisdiction), FFEM Mediterranean Initiative funding especially in relation with the new PAMEx initiative, etc.

Close collaboration and consultation with the Contracting Parties is a very important condition for the elaboration of a regional action plan, hence, the role to be foreseen for the SAPBIO National Correspondents (backed by the advice of the SAPBIO Advisory Committee) in the fundraising strategy and action plan elaboration is very important.

Step 3: Preparation of project portfolio

During Step 3, the consultant will have to draft project proposals for donors. At least three major project proposals will be drafted: one with a regional scope and two others with sub-regional or multinational scopes covering as much as possible the projects identified in Step 1 and their matching full proposals.

They should be drafted based on donors-fitting' SAPBIO priorities, funding modalities and requirements of the priority donors identified in Step 2. 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.

Step 4: Preparation of a donor conference

This step includes the preparation of a donor conference and the assistance to its organization.

The donor conference should gather and attract key donors and funding agencies in a roundtable and aim to present the project portfolio prepared in the Step 3.

Since the project portfolio aims to implement the Post-2020 SAPBIO and the Post-2020 Strategy for MCPAs and OECMs, an overview of the outcomes, priority actions and implementation plan of the Post-2020 SAPBIO and the Post-2020 Strategy for MCPAs and OECMs will also be presented to the potential donors.

During Step 4, the consultant will have to undertake the following tasks:

- The preparation of the conference concept and the necessary documentation to be used.
- The organization of the conference: this includes the identification of the participants to be invited, the organization concept notes and logistical aspects planning.
- The facilitation and wrap up of the conference.

IV- DELIVERABLES AND EXPECTED OUTCOMES

The expected overall result is a fundraising strategy to implement the Post-2020 SAPBIO and related regional thematic strategies and action plans, including the Post-2020 MCPA and OECM Strategy, and support documents including a “Project Portfolio” for preliminary contacts with potential donors.

The expected deliverables are:

Step 1: Identification of projects and financial needs

1.1- Identification of coherent projects

1.2- Identification of financial needs and full budget estimate

Step 2: Action Plan elaboration

2.1- Context analysis and funding sources identification

2.2- Action plan for fundraising

Step 3: Preparation of project portfolio

3.1- Analysis of potential donors' profile and their matching with projects

3.2- Concept notes

Step 4: Preparation of a donor conference

4.1- Preparation of the donor conference concept and supporting documents

4.2 - Support to the organization and facilitation of donor conference

V- DEADLINES

The deadline for each step and deliverable is as follows:

Step 1: Identification of projects and financial need

Preparation of the provisional version of the documents: 60 days

Consultation with Contracting Parties and Advisory Committee: 30 days

Preparation of the final version of the documents: 20 days

Step 2: Action Plan elaboration

Preparation of the provisional version of the document: 30 days

Consultation with Contracting Parties and Advisory Committee: 20 days

Preparation of the final version of the document: 10 days

Step 3: Preparation of project portfolio

Preparation of the provisional version of the document: 30 days

Consultation with Contracting Parties and Advisory Committee: 20 days

Preparation of the final version of the document: 10 days

Step 4: Preparation of a donor Conference

Preparation of the conference concept and necessary documentation: 10 days

Assistance in the organization, facilitation and wrap-up of a regional donor conference: 10 days

Estimated total time duration of the consultancy mission: **8 months 10 days**.

ADMINISTRATIVE CLAUSES

ARTICLE 1 – CONDITIONS OF PARTICIPATION

The present call for tenders is open to specialized consultancy firms or association of consultants.

Two senior experts are required. The qualification and workload of the experts are as follows:
Expert 1: with proven competences and experience in environmental economics and fundraising, skills in fundraising techniques and new fundraising trends and experience in budget estimate and fundraising strategies.

University degree in disciplines of relevance.

Expert 2: with proven competences, deep knowledge and experience in diagnosis and strategies and planning processes in relation to the marine and coastal environment context of the Mediterranean or other regions.

Language proficiency for both experts: fluency in English is a requirement. Speaking French is an Asset.

Each expert must prove that she/he have all the required legal and professional guarantees for the execution of the present mission under good conditions.

A consultant association 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:

-For consulting firms:

- The firm presentation including experience and references;
- A detailed curriculum vitae for each expert including university degrees and qualifications, professional experience and detailed references regarding similar studies in relation with biodiversity planning processes / fundraising (including copies/certificates of highest university diploma(s) and documents/URL links/certificates that support the references presented).
- A methodology note outlining consultant's suitability for the job explaining the good understanding of the mission to be carried out, the methods to be followed and the implementation stages.

- A work implementation planning and a schedule of intervention of each expert (chronogram of intervention) including the necessary details.

-For association of consultants:

- A cover letter outlining the consultant's suitability for the job.
- A curriculum vitae (CV) for each expert including years of experience and diploma, and list of related work with a concise presentation of the projects, year of release, and links or samples.
- **Concept:** the concept should demonstrate the relevance of the proposal to the audience and the purpose of the project. Its originality will also be considered in the evaluation.
- **Methodology and timetable:** these must be clear and realistic. The deadline for completion of the contract must be respected.
- Documents/URL links/certificates that support the relevant references presented.

Please note that all the elements provided will be used for the evaluation (see the table in the section related to selection criteria).

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 folder should include the following administrative documents:

-For consulting firms:

1. A tax certificate, valid on the offer submission date, proving that the consulting firm/service provider company has no outstanding tax obligations.
2. A certificate proving that the tenderer is registered in the commercial register.
3. A statement delivered by the social security body to which the consulting firm/service provider company is affiliated stating that all dues have been paid and which is valid on the date of submission.
4. A sworn statement of non-bankruptcy.
5. A sworn statement that the consulting firm/service provider company is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
6. A sworn statement from each of the team of expert members, who are not staff members, confirming that they are willing to participate in the work team to carry out this mission.
7. The present restricted call for tenders signed (date, signature and stamp of the consulting firm/service provider company at the end of the document).

-For association of consultants:

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

If the original administrative documents are not in English or French, it should be provided with additional copies translated into English or French by a sworn translator.

Should any administrative or financial document be missing, the consultant will be contacted to complete the offer documents. If after a period of 10 days, the documents are still not completed the candidate will be rejected even if already chosen as best positioned.

2.3- Financial offer

The financial offer must be expressed in Euros (EUR), except for Tunisian firms or consultants where it must be expressed in Tunisian Dinars (TND). If only one of the consultants is Tunisian the offer must be expressed in Tunisian Dinars (TND).

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

The financial offer should also include the following documents:

- Submission letter, using the template attached in Annex 1; and
- Details of total tender price, using the template attached in Annex 2.

ARTICLE 3 – SUBMISSION

Proposals must be submitted in one stage and will contain the documents indicated in Article 2, points 2.1, 2.2 and 2.3.

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

car-asp@spa-rac.org before 14 February 2022 at 23h59 UTC+1 (Tunis Time).

E-mails should have the following subject:

« Call for tenders N°04/2022_SPA/RAC_Fundraising Strategy for the Post-2020 SAPBIO »

Proposals received after this date and after this time will not be considered.

ARTICLE 4 – ADDITIONAL INFORMATION

In the event that certain tenderers have information to request or have questions about one or more parts of the bidding documents, they should refer to the SPA/RAC by e-mail at car-asp@spa-rac.org, with copy to: Ms. Saba GUELLOUZ (saba.quellouz@spa-rac.org) and Mr. Daniel CEBRIAN (daniel.cebrian@spa-rac.org), in order to obtain the necessary clarifications. The requested clarifications can be asked no later than ten (10) days before the deadline of the submission of the offers.

The answers will be sent by email and published on the SPA/RAC website. Where appropriate, addenda to the call of tenders may also be added to it by SPA/RAC, in order to clarify the understanding of the tender documents or to bring changes to the information concerning the workplaces, the project, the terms of reference, the agreement or the other tender documents, ten (10) days at the latest before the date of receipt of tenders, as a result, they will form part of the tender documents.

No answer will be given to verbal questions and all interpretation by tenderer of the tender documents that has not been subject of an addendum will be rejected and cannot imply the responsibility of SPA/RAC.

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 this contract 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 the contacted firm.

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:

- 30 % upon submission of the identification of projects and financial needs (step 1 deliverable) and its validation by SPA/RAC
- 30% upon submission of the Action Plan (step 2 deliverable) and its validation by SPA/RAC
- 30% upon submission of the concept notes (step 3 deliverables) and their validation by SPA/RAC
- The balance upon the preparation and facilitation of the donor conference (step 4 deliverables) and the completion of all the tasks due in the present contract and after their validation by SPA/RAC.

All payments will be made by bank transfer.

ARTICLE 8 – EVALUATION PROCEDURES

8.1- Technical Evaluation

Applications will be evaluated based on the following criteria:

-For Firms:

- (i) Firm's general experience and technical references (15 points),
- (ii) Profile (diploma and experience) of each expert in relation to the subject of the present mission (50 points),
- (iii) Work implementation planning and a schedule of intervention (10 points)
- (iv) The methodology proposed for conducting the mission, and observations/analysis on the terms of reference (25 points)

For association of consultants

- (i) Profile (diploma and experience) of each expert in relation to the subject of the present mission (65 points),

- (ii) Work implementation planning and a schedule of intervention (10 points)
- (iii) The methodology proposed for conducting the mission, and observations/analysis on the terms of reference (25 points)

Criteria		Scoring	
		For Firms	For association of consultants
1- Firm's general experience and technical references. (references presented by the competing firms will be assessed according to their nature, number and delivery date)	Nature and number of similar studies justified.	15 points maximum <i>(5 points/reference, 1 additional point/reference in the Mediterranean)</i>	NON APPLICABLE
	No similar studies	0 point (in this case the offer is eliminated)	
2- Evaluation of the proposed Expert 1 (fundraising specialist) and his/her experience (assessment will be based on the number of similar studies the proposed specialist has contributed to and the nature of their qualifications).	Experience in similar studies	20 points maximum <i>(5 points/reference as expert in a similar study, 1 additional point/reference in the Mediterranean)</i>	30 points maximum <i>(5 points/reference as expert in a similar study, 1 additional point/reference in the Mediterranean)</i>
	No similar studies	0 point	0 point
	MSc degree in environmental economics, fundraising or related fields	5 points	5 points
	Below MSc degree or in a field far from the ones requested here above	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)
3- Evaluation of the proposed Expert 2 (environmental strategic planning specialist) and his/her experience (assessment will be based on the number of similar studies the proposed specialist has contributed to and the nature of their qualifications).	Experience in similar studies	20 points maximum <i>(5 points/reference as expert in a similar study, 1 additional point/reference in the Mediterranean)</i>	25 points maximum <i>(5 points/reference as expert in a similar study, 1 additional point/reference in the Mediterranean)</i>
	No similar studies	0 point	0 point
	MSc degree in biology, ecology, oceanography, living marine resources, environmental planning and management or related fields	5 points	5 points
	Below MSc degree or in a field far from the ones requested here above	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)
4- Evaluation of the work implementation planning and a schedule of intervention of each expert	Work implementation planning and a schedule of intervention clearly presented, well developed and meets the terms of reference and the study's objectives	10 points	10 points
	Work implementation planning and a schedule of intervention not clearly presented and does not meet the terms of reference	0 point	0 point

5-Evaluation of the methodological note including the organization of the work, the planning and time schedule.	Methodology clearly presented, well developed and meets the terms of reference and the study's objectives including the organization of the work, the planning and time schedule	25 points	25 points
	Methodology more or less developed but meets partially the terms of reference and the study's objectives	10 points	10 points
	Methodology not clearly presented and does not meet the terms of reference and the study's objectives or no methodology note presented	0 point	0 point

If the content of an offer is markedly incomplete or differs substantially from one or several technical criteria specified in the offer documents, the offer will be eliminated without being rated.

Any offer that has not attained the minimum score of 80 points will be eliminated. In the event no offer obtains 80 points or more, the offer processing will be cancelled.

8.2- Financial evaluation

The lowest financial offer will receive 100 points. The other offers will be attributed a score based on the following equation:

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

For each expert separately, 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 technical-financial scores, preference will be given to the consultant in the following order:

- having obtained the best technical score
- having obtained the best total score for similar studies of experts.

ARTICLE 9 – MONITORING, CONTROL AND VALIDATION OF THE WORK

The consultant will work under the supervision of SPA/RAC. The consultant will submit draft version of deliverables for each phase. The consultant will submit in the final version of deliverables as indicated in section 4 of the technical specifications.

ARTICLE 10 – DEADLINE FOR THE EXECUTION OF THE MISSION

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:

The total time duration of the consultancy mission: **8 months 10 days**.

The estimated total working days: **80 days**

The deadline for each step and deliverable is as follows:

Step 1: Identification of projects and financial need

Preparation of the provisional version of the documents: 60 days

Consultation with Contracting Parties and Advisory Committee: 30 days

Preparation of the final version of the documents: 20 days

Step 2: Action Plan elaboration

Preparation of the provisional version of the document: 30 days

Consultation with Contracting Parties and Advisory Committee: 20 days

Preparation of the final version of the document: 10 days

Step 3: Preparation of project portfolio

Preparation of the provisional version of the document: 30 days

Consultation with Contracting Parties and Advisory Committee: 20 days

Preparation of the final version of the document: 10 days

Step 4: Preparation of a donor Conference

Preparation of the conference concept and necessary documentation: 10 days

Assistance in the organization, facilitation and wrap-up of a regional donor conference: 10 days

ARTICLE 11 – PENALTY

In the absence of completion by the consultant of the services at his charge within the contractual deadlines envisaged in the section 5 of the technical specification and Article 11 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one five 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 ceiling is reached, SPA/RAC reserves the right to terminate the contract at the holder's fault, in accordance with Article 17 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

ARTICLE 12 – COPYRIGHT, OWNERSHIP OF DOCUMENT

All the plans, drawings, software, photos, videos, study reports and any other documents, elaborated and submitted by the consultant to UNEP/MAP-SPA/RAC for the execution of the present contract, will become and remain the property of UNEP/MAP - SPA/RAC, and the consultant will submit them to UNEP/MAP- SPA/RAC. The names and logos of UNEP/MAP-SPA/RAC must be displayed appropriately.

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. This agreement 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 & INSURANCE

The 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 consultant confirms that 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 his co-contractor within seven (07) 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 should this 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 his contractual obligations does not entail a contract termination or failure to fulfil his contractual obligations if such a failure is due to a case of force majeure, if the Party that finds himself in such a situation has done the following:

- a. has taken all the reasonable precautions and measures to allow him to comply with the terms and conditions of the present 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 his contractual obligation will be prolonged by a period which is equal to the period during which that Party was prevented from fulfilling his obligations.

Any timeline given to a Party for the execution of his contractual obligations will be prolonged by a period which is equal to the period during which that Party was unable to fulfil his 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 10 (Deadline for the execution of the mission);
- b. in the case described in the Article 11 (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, that is, after the finalization of all the phases described in Article 10 (Deadline for the execution of the mission) and section 3 (Methodology and tasks to be undertaken) of the technical specifications. The evaluation of the deliverables of the different phases will be carried out by SPA/RAC according to Article 10.

The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report will be established based upon a jointly signed (by the service provider and SPA/RAC) statement of completion of work. The service provider must correct any deficiencies identified by SPA/RAC in the completion of the different phases.

Final acceptance will be established one (1) month after the date of provisional acceptance without reservation of the work. The final acceptance report will only be delivered once the service provider has fulfilled all his obligations resulting from sections 3 (Methodology and tasks to be undertaken) and 4 (Deliverables and expected outcomes) of the technical specifications and after corrections of all deficiencies signaled by SPA/RAC.

ANNEX 1 - SUBMISSION LETTER

I, the undersigned (Director) of
.....recorded in the commercial register onunder 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 amounts to (.....).

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 ofUnder 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 consulting firm, in support of its bid, should provide a breakdown of each unit price according to the following model:

Designation	Unit price	Total	
		Duration	Sub-total
Step 1: Identification of projects and financial need			
Expert 1			
Expert 2			
Fees			
Step 2: Action Plan elaboration			
Expert 1			
Expert 2			
Fees			
Step 3: Preparation of project portfolio			
Expert 1			
Expert 2			
Fees			
Step 4: Preparation of a donor Conference			
Expert 1			
Expert 2			
Fees			
Other costs necessary for the proper execution of the present consultancy except travel and accommodation costs			
Total (excluding taxes)			
TOTAL (inclusive of all taxes)			

Amount of bid is fixed at the sum of

.....In, on

(Signature and official stamp of bidder)