

CALL FOR CONSULTANCY N°11/2022_SPA/RAC

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

Evaluation and updating of the Mediterranean Action Plan concerning species introduction and invasive species

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 8 regional Action Plans or Strategy:

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)

These Action Plans 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 2022-2023, the Contracting Parties to Barcelona Convention requested SPA/RAC during the CoP 22 (Antalya, Turkey, 7-10 December 2021) to update the following Action Plans:

- The Action Plan for the conservation of bird species listed in Annex II of the SPA/BD Protocol in the Mediterranean based on its implementation progress at national and regional levels, and to suggest adjustments to its implementation timetable to maintain them in favourable status of conservation,

- The Action Plan concerning species introduction and invasive species in the Mediterranean Sea to address the impact on biodiversity and ecosystem integrity of non-indigenous species and invasive non-indigenous species,

B- OBJECTIVE AND SCOPE

The objectives of the consultancy are to:

1. Assess the implementation the Action Plan concerning species introduction and invasive species. Provide a report on the Status of its implementation, that will be presented as information document to the 16th SPA/BD thematic Focal Point meeting (May 2023)
2. Propose a draft updating for the Action Plan to be presented as a working document to 16th SPA/BD thematic Focal Point meeting (May 2023) to be finalized and endorsed in view to be submitted to the governing bodies of the Barcelona Convention (MAP Focal Points meeting and CoP23) for adoption. The updating should consider the MAP/Barcelona Convention ecological objectives and associated Good Environmental Status and targets, the post 2020 SAP BIO as well as the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast (IMAP) and Related Assessment Criteria.

C- TASKS TO BE UNDERTAKEN

The updating of the Action Plan should be carried out in participatory and consultative way.

The consultant has to prepare a desk review of relevant existing documents and material through a compilation of resources (e.g., grey and published literature) documents and materials to be presented to him /her by SPA/RAC and complete it based on his/her own knowledge.

SPA/RAC will provide the consultants with the progress reports presented at SPA/RAC Focal Points meetings (2013, 2015, 2017 and 2019) to report on the activities carried out by SPA/RAC to implement the concerned Action Plans, as well as the outputs of the EcAp Med II project (Factsheets, National Monitoring Programmes for biodiversity and NIS, Decisions)

Based on this desk review, a prefilled questionnaire with existing data will be prepared for each Mediterranean country as well as for regional institutions and Convention's Secretariats, Associates and Partners of the Action Plan.

The prefilled questionnaire will be sent back to SPA/RAC, who will share it with its focal points and regional institutions and Convention's Secretariats, Associates and Partners of the Action Plans. and network of SPA/RAC experts for comments or completion of missing information.

The evaluation questionnaire could be done online, considering the online reporting format of the Barcelona Convention (IG.23/1, CoP20, 2017).

A report on the Status of implementation for the Action Plan will be based on the desk review and the completed questionnaires.

D-KEY DELIVERABLES

1. A desk review of relevant existing documents and material (Task 1)
2. Prefilled questionnaire with existing data will be prepared for each Mediterranean country and for regional institutions and Convention's Secretariats, Associates and Partners of the Action Plan (Task 2)
3. A report on the Status of implementation for the Action Plan (Tasks 3 and 4)
4. A Draft updated Action Plan (Tasks 5 and 6)

The applicants 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 Consultant will work under the supervision of SPA/RAC Director, and in collaboration with SPA/RAC programme officer (Habitats and Ecosystems conservation Programme officer) to finalize the methodology, to collect the data and to facilitate interviews and contacts with the concerned stakeholders. SPA/RAC will ensure the interlink between the assessment of the Action plan implementation and the ongoing processes for preparation of the Post-2020 SPA BIO at national and regional levels.

This is mainly a desk-based assignment. No missions are envisaged. Her/his participation to the 16th 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 consultant 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 in the present contract has to be completed within a time duration of 12 months starting from the signature of the contract, according to the following tentative schedule:

| | |
|--------------------------------------|---|
| Task 1: May 2022 | Elaboration of the desk review of relevant existing documents and material |
| Task 2: June 2022_ July 2022 | Dissemination of the Pre-filled questionnaire with each Mediterranean country and with regional institutions and Convention's Secretariats, Associates and Partners of the Action Plan. |
| Task 3: July 2022 | Collection of the completed prefilled questionnaires |
| Task 4: September 2022 | Elaboration of the drafts reports on the Status of implementation of the Action Plan |
| Task 5: October-November 2022 | drafting of the updated Action Plan |
| Task 6: December 2022 - January 2023 | Dissemination of the draft updated Action Plan to the SPA/RAC Focal Points and collection of comments and feedback |

Task 7: Mai 2023

Presentation of the draft updated Action Plan for review and approval by the 16th meeting of SPA NFP.
Elaboration of the final version of the updated action plan

G- Profile, SKILLS AND EXPERIENCE REQUIRED OF CONSULTANT

The consultant is expected to have the following profile, skills and expertise:

- Advanced degrees (Master's degree at least) in environmental marine sciences, conservation of threatened and endangered species, in particular non-indigenous species.
- 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; Arabic would be an asset.
- 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 consultants could participate to this consultancy work.

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

Individual consultants 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 non-indigenous species.
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:

1. A cover letter outlining the consultant's suitability for the job;
2. 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.
3. 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
4. Terms of reference signed (date, signature of the provider at the end of the document).

2.3. 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 March 2022 at 1:00 U.T.C.+1.

E-mails should have the following subject:

"Call for consultancy SPA/RAC - Evaluation and updating of the Mediterranean Action Plans species introduction and invasive species- Name of the consultant"

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:atef.ouerghi@spa-rac Cc: car-asp@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:

- 50% upon submission of the drafts reports on the Status of implementation of the Action Plan and (Tasks 1 to 4) and their validation by the SPA/RAC
- 30% upon the submission of all the deliverables (tasks 1 to 7) as defined in part D of the technical specification, the completion of all the tasks and after validation of the work by the SPA/RAC.
- The balance within 1 month after the delivery of the provisional acceptance.

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 (60 points);
- (ii) the methodology proposed for conducting the mission (25 points), and
- (iii) the planning and detailed time schedule (including a chronogram of intervention) (15 points).

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 marine biodiversity studies in the Mediterranean | 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 or PhD in in biology/ecology | 5 points maximum | 5 points maximum |
| | | a university degree in biology / ecology or related disciplines | 3 points | 3 points |
| No university 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 | Experience | Experience in marine biodiversity studies in the Mediterranean | N/A | 10 points maximum (5 points/study + 1 additional point/study) |

| | | | | |
|--|---|--|--|--|
| consultant | | | | 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 | 0 point | |

| | | | |
|---|--|---|---------------------------------|
| | | presented | |
| | b. the planning and detailed time schedule (including a chronogram of intervention) | Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and with the chronogram of intervention | <u>15 points maximum</u> |
| | | 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:

| | |
|--------------------------------------|---|
| Task 1: May 2022 | Elaboration of the desk review of relevant existing documents and material |
| Task 2: June 2022_ July 2022 | Dissemination of the Pre-filled questionnaire with each Mediterranean country and with regional institutions and Convention's Secretariats, Associates and Partners of the Action Plan. |
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| | |
|------------------|--|
| Task 7: Mai 2023 | Presentation of the draft updated Action Plan for review and approval by the 16 th meeting of SPA NFP. Elaboration of the final version of the updated action plan |
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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 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)