

CALL FOR CONSULTANCY N°02 /2020_SPA/RAC

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

Evaluation and updating of the Mediterranean Action Plans for the conservation of threatened species and marine key habitats

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 2020-2021, the Contracting Parties to Barcelona Convention requested SPA/RAC during the CoP 21 (Naples, Italy, 2-5 December 2019) to update the following Action Plans:

- Action Plan for the conservation of cetaceans
- 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

B/ OBJECTIVE AND SCOPE

The objectives of the consultancy are to:

1. Assess the implementation the 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 at regional and national levels. Provide a report on the Status of its implementation, that will be presented as information document to the next SPA/BD thematic Focal Point meeting (May 2021)
2. Propose a draft updating for the Action Plan to be presented as a working document to the next SPA/BD thematic Focal Point meeting (May 2021) to be finalized and endorsed in view to be submitted to the governing bodies of the Barcelona Convention (MAP Focal Points meeting and CoP22) for adoption. The updating should consider the MAP/Barcelona Convention ecological objectives and associated Good Environmental Status and targets, the post 2020 SAP BIO process 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 (s) has (ve) 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.

The Action Plan updating should be conducted in coordination with the elaboration of the Post-2020 SAPBIO in order to avoid any incoherence among them.

D/ KEY DELIVERABLES

1. A desk review of relevant existing documents and material
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 Plans.
3. A report on the Status of implementation of the Action Plan
4. A Draft updated Action Plan

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 Consultants will work under the supervision of SPA/RAC Director, and in collaboration with SPA/RAC programme officer in charge of Habitats and Ecosystems conservation 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 next SPA/BD thematic Focal Point meeting (Mai 2021) 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 use of online networking, questionnaires, surveys, etc. to obtain the required information and conduct needed consultations.

F/ TIME SCHEDULE

The Assignment shall be expected to be completed within a maximum of 25 working days with the following tentative schedule:

June 2020	Elaboration of the desk review of relevant existing documents and material
July 2020	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.
July 2020	Collection of the completed prefilled questionnaires
October 2020	Elaboration of the drafts reports on the Status of implementation of the Action Plan
November 2020	drafting of the updated Action Plan
January 2021	Dissemination of the draft updated Action Plan to the SPA//RAC Focal Points
Mai 2021	Presentation of the draft updated Action Plan for review and approval by the meeting of SPA NFP (Malta , Mai 2021).

G/SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultants are expected to have the following skills and expertise:

- Advanced degrees (Master's degree at least) in environmental marine sciences, conservation of threatened and endangered species, in particular dark habitats (canyons, caves etc.).
- 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 people.

ADMINISTRATIVE CLAUSES

ARTICLE 1- CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Participants to this consultancy should be individual consultants.

ARTICLE 2. COMPOSITION AND PRESENTATION OF OFFERS

The submitted offer must include a technical and a financial offer in conformity with the ToR and administrative clauses.

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 qualifications, experience and references regarding similar studies in relation with dark habitats (including copies/certificates of highest university diploma(s) and documents that support the references presented;
2. A covering letter outlining their suitability for the job, providing initial observations on the ToRs and the methodology they would use.

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 - Financial offer

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. The financial offer should also include the following administrative documents:

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. The consultant(s) must prove the legal capacity to sign contracts and issue invoices according to the respective country legislation of fiscal residence.
4. TORs signed (date, signature and stamp of the provider at the end of the document).
5. A financial offer in Euros for completion of the required tasks, including the daily rate used for calculations.

Should any administrative documents be missing, the consultant will be contacted to complete the offer documents. If after a period of 20 days, the documents are still not complete the candidate will be rejected even if already chosen as best positioned.

SPA/RAC will make no payment and no reimbursement of expenses related to the preparation of proposals.

ARTICLE 3 - SUBMISSION

Proposals must be received electronically at the following e-mail address:
car-asp@spa-rac.org, before the 30 May 2020 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 for the conservation of threatened species and marine key habitats
- Name of the consultant”**

Proposals received after this deadline will not be considered.

For 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 : atef.ouerghi@spa-rac.org Cc: car-sp@spa-rac.org no later than 05 calendar days before the deadline for the proposal submission.

ARTICLE 4 - 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 after validation of the work by the SPA/RAC
- The balance upon the submission of all the deliverables 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.

All payment should be made by bank transfer.

ARTICLE 5 - EVALUATION PROCEDURE

Applications will be evaluated based on the following criteria:

- (i) Profile (diploma and experience) of the consultant in relation to the subject of the present mission (60 points),
- (ii) The methodology proposed for conducting the mission, and observations/analysis on the ToR (40 points)

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

A. Technical Evaluation (100 pts)		
Criteria	Scoring	
Diploma (Max 20 pts)	MSc degree in marine conservation, aquatic biology, marine biology, fisheries, marine science, ecology or equivalent field	20 points
	University degree and	10 points

	at least 4 years of related professional experience	
	None of the above or in field far from the one requested	0 points In this case the offer is eliminated
Consultant's experience and number of similar studies (Max 40 pts)	Similar studies are : Action Plan for the conservation of species or groupe of species, GES process/reports, EcAp/IMAP studies/reports, MSFD studies/reports, Quality status reports, Ecological impact assessment reports/studies, Protected Areas and/or Coastal and Marine areas Ecological status assessments reports/studies, Papers in peer reviewed journals	10 points/reference, 2 additional point/reference in the Mediterranean;
Methodology proposed for conducting the mission, and observations/analysis on the ToR (Max 40 points)	Methodology clearly presented, well developed and meets the terms of reference and the study's objectives (<u>the presentation of improvements and innovations is possible</u>)	40 pts
	Methodology fairly developed but meets the terms of reference and the study's objectives	20 pts
	Methodology more or less developed but meets partially the terms of reference and the study's objectives	10 pts
	Methodology not clearly presented and does not meet the	0 pts

	terms of reference and the study's objectives	
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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 canceled.

B. 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

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 6- MONITORING, CONTROL AND VALIDATION OF THE WORK

The service provider will work under the supervision of SPA/RAC. The service provider will submit the deliverables for each of the phases. The service provider will submit in the final version of deliverables as indicated in article D of the technical specifications.

ARTICLE 7- PENALTY

In the absence of completion by the tenderer of the services at his charge within the contractual deadlines envisaged in Section F "Technical specifications", 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 ceiling is reached, SPA/RAC reserves the right to terminate the contract at the holder's fault, in accordance with article 12 "cancellation" below, without that the holder cannot raise disputes or claim any compensation.

ARTICLE 8-COPYRIGHT, OWNERSHIP OF DOCUMENT

All materials produced, including reports, maps and photos, etc., within the scope of this contract are intended for free distribution and will be the property of the UNEP/MAP-SPA/RAC and the names and, UNEP/MAP-SPA/RAC, will appear as appropriate; mention will be made of the financial support provided by GEF.

ARTICLE 9-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 10-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 bidder confirms that their selves or any involved staff will be covered by appropriate insurance.

ARTICLE 11 - 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 fulfill any of his contractual obligations does not entail a contract termination or failure to fulfill 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 fulfill his obligations due to the case of force majeure.

ARTICLE 12: CANCELLATION CONDITIONS

SPA/RAC could cancel this contract in case of the no respect of the deadline of the execution (Section F. "Technical specifications" : *time schedule*) or of the non-conformity to the content of the service listed in the technical specification of the present consultancy (Section C . "Technical specifications": *Tasks to be undertaken*), and in the case described in the article 7 *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.