



CALL FOR CONSULTANCY N°10/2022_SPA/RAC

TERMS OF REFERENCE FOR THE ACTIVITY

“MARINE HABITATS AND MARINE PROTECTED AREA”

**“Consultant to assist in the implementation of the sub-activity 2:
“Marine habitats and Marine Protected Area” in the frame of the Coastal
Area Management Programme for Bosnia and Herzegovina (CAMP BH)
project.”**

TECHNICAL SPECIFICATIONS

1. THE SPA/RAC

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention in order to assist the Mediterranean countries in implementing the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol). Tunisia has been hosting the Centre since its establishment in 1985. The Centre works under the auspices of the UN Environment/ Mediterranean Action Plan (UNEP/MAP) - Barcelona Convention Secretariat, based in Athens, Greece.

SPA/RAC's main objective is to contribute to the protection, preservation and sustainable management of marine and coastal areas of particular natural and cultural value and threatened and endangered species of flora and fauna in the Mediterranean.

For more information, please consult: www.spa-rac.org.

2. CONTEXT

The Mediterranean area of Bosnia and Herzegovina (BH) is a mosaic of different habitats, ecosystems of numerous forms and levels of anthropogenic activities. The relatively small area of the BH coast is invaluable and represents a significant part of the national heritage.

The continental part has a strong influence on relatively small, shallow (maximum depth 26 m) and closed territorial sea. The BH coastline is mostly rocky. At shallower depths, the bottom can be rocky and gravelly and then sandy and muddy. There are no pebble beaches and sand dunes along the coast.

Communities of brown algae (Cystoseiretum) and sea flowers (Zosteretum marine) cover infralittoral settlements. Anthropogenic factors have a significant impact on these communities as well as on the brachial communities of medioliterals (such as Ulvetum lactucaae).

There is currently no knowledge about the detailed structure of these communities nor about the possible presence of similar ones in this region.

At the 19th regular meeting (COP 19, Athens, Greece, 9 December 2016), the member states of the Barcelona Convention adopted a new and ambitious Integrated Program for Monitoring and Evaluating the State of the Mediterranean Sea and the Coast and, in this connection, evaluation criteria. (IMAP) (Decision IG.22 / 7). IMAP is aimed at assessing the state of the Mediterranean Sea and the coast, which should be the basis for additional or stricter measures with the ultimate goal of achieving good environmental status of the Mediterranean Sea. Part of the assessment and monitoring program will also be implemented within the CAMP BH Project.

3. OBJECTIVE AND SCOPE

The most important goal of the sub-activity 2 is to, together with relevant stakeholders, implement the following:

1. the first analysis of the major difference between the available and necessary information for the purpose of determining and characterizing the most important habitats in the sea and conservation and management of these habitats in the territorial waters of BH.
2. review of marine biodiversity along the coast of BH, through rapid research following the environmental objectives set in the IMAP related to biodiversity (EO1) and non-indigenous species (EO2);
3. Preliminary mapping of distribution, by area, of the most important marine habitats and leading species (marine mammals, sea turtles and seabirds), which will be useful for the Mediterranean Quality Report (MED QSR 2023).

4. TASKS TO BE UNDERTAKEN

The main goal of the sub-activity is to prepare a document / report: "Marine species and habitats in the territorial waters of BH, issues, monitoring, protection and future financing" which will be the final result of a one-year survey of marine species and habitats in the territorial waters of Bosnia and Herzegovina. The consultant should involve all relevant stakeholders in the activity, primarily: government institutions, the NGO sector and the municipality of Neum.

The document / report should consist of:

1. Reports on available knowledge, i.e. existing data on species and ecosystems of territorial waters of BH; Non-compliance analyses as well as a comprehensive implementation plan;
2. List of marine species (flora, fauna, etc.) with international and domestic level of protection created through a one-year field research;
3. List of invasive species in marine ecosystems of territorial waters of BH;
4. List of marine ecosystems with the degree of endangerment according to international and domestic legislation, created through a one-year field research;
5. Measures to improve the condition of populations of endangered species and habitats through their protection, and their implementation.
6. GIS maps of marine habitats and species distribution.
7. List of priority species and ecosystem protection projects, including their monitoring, which need urgent funding;
8. List of potential investors who could finance the habitats and species protection projects.

Each of the activities will be implemented in cooperation with all stakeholders, especially with the local community. The consultant is obliged to organize at least one meeting with the local community to discuss the implementation of the research and its results, and to organize the final presentation of the project results.

The consultant is responsible for:

- Project preparation and management;
- Organization and participation in workshops;
- Writing, preparation and presentation of project reports and final project report;
- Processing the results of field research;
- Organization of a team that will conduct field research on the biodiversity of the territorial sea in BH, and the preparation of GIS maps.

The activities will be implemented in close collaboration with the National Project Coordinator, SPA/RAC and relevant institutions.

5. DELIVERABLES AND DEADLINES

The consultant will submit the following outputs:

- a) The report entitled "Marine species and habitats in the territorial waters of BH, issues, monitoring, protection and future financing";
- b) Reports of the consultation meetings with the stakeholders and training material.

The draft outputs (deliverables 1 to 5) should be submitted within 5 months after the signature of the contract according to the following schedule. Final reports should be submitted 20 days after the submission by SPA/RAC of its comments and feedback on the provisional reports.

Outputs	Deadlines
I- Inception report	
- Deliverable 1: Report on available knowledge, i.e. existing data on species and ecosystems of territorial waters of BH; Non-compliance analyses as well as a comprehensive implementation plan	30 days of the signature of the contract
II- Documents development	150 days after the signature of the contract

- Deliverable 2: Lists of species and ecosystems after research	
- Deliverable 3: Development of measures to improve the condition of populations of endangered species and habitats through their protection, and their implementation a list of priority projects for the protection of species and ecosystems, including their monitoring, which need urgent funding	
- Deliverable 4: Development of GIS maps of marine habitats and species distribution	
- Deliverable 5: Creating a list of potential investors who could finance protection projects.	
III- Final documents and reports	
- Deliverable 6: Final document / Report: "Marine species and habitats in the territorial waters of BH, issues, monitoring, protection and future financing"	20 days after the submission by SPA/RAC of its comments and feedback on the provisional reports

6. SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC Ecosystem Officer the National Project Coordinator and the overall supervision of the SPA/RAC director.

7. TIME DURATION OF THE CONTRACT

The time duration of this contract is 5 months and 20 days, starting from the date of its signature. The draft outputs (deliverables 1 to 5) should be submitted within 5 months after the signature of the contract according to the following schedule. Final reports should be submitted 20 days after the submission by SPA/RAC of its comments and feedback on the provisional reports

8. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The estimated number of net working days to implement the tasks and deliverables of this contract are twenty eight (28) effective working days (WD).

The consultant should possess the following general qualifications and professional experience:

1. a university degree in biology / ecology - the titles of Master or PhD in Ecology are preferred;
2. minimum 10 years of professional experience;
3. experience in leading research and monitoring projects of species and habitats;
4. experience in ecosystem and species protection projects in BH;
5. experience in working in one of the GIS programs;
6. experience in the implementation of projects related to the protection of marine habitats - priority is given to protection projects in BH;
7. to speak one of the official languages in Bosnia and Herzegovina - knowledge of English is also an asset;
8. excellent communication skills.

ADMINISTRATIVE CLAUSES

Article 1 - Conditions for participation in the consultancy

Participants to this consultancy should be individual consultants.

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 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:

- CV of the expert with his qualifications and experience/references (Europass Format). Particular attention must be paid to the experience in the field of marine studies and environmental conservation in the Mediterranean and the Ecosystem Approach process. If a second expert is proposed, the same documents and information should be provided.
- A methodological note on how to approach and complete the assignment;
- Planning and detailed time schedule (including a chronogram of intervention of the team in case of more than one expert involved in the offer);

Applicants are encouraged to send links to references of previous works completed on subjects relevant to the consultancy or share relevant documents by e-mail if those are not accessible online.

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

2.2. Administrative documents

The administrative offer should include the following administrative documents:

1. A cover letter outlining the consultant's suitability for the job;
2. 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 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 **27 March 2022 midnight UTC+1 (Tunis Time)**.

E-mails should have the following subject:

Call for consultancy n°10/2022_SPA/RAC

“Consultant to assist in the implementation of the sub-activity 2: “Marine habitats and Marine Protected Area” in the frame of the Coastal Area Management Programme for Bosnia and Herzegovina (CAMP BH) project- Applicant name”

Proposals received after this deadline will not be considered.

Article 4 - Additional information

Should questions or need for clarification related to these terms of reference and their content arise, bidders may submit a written request by e-mail to: car-asp@spa-rac.org ; cc: atef.ouerghi@spa-rac.org; jnjavro@gmail.com no later than five (5) calendar days before the deadline for the proposal submission.

Article 5 - Terms of payment

Payment for the mission will be made as follows:

- 10% upon submission of the Report on available knowledge (deliverable 1), i.e., existing data on species and ecosystems of territorial waters of BH; Non-compliance analyses as well as a comprehensive implementation plan and its validation by SPA/RAC
- 80% upon submission of the deliverables 2 to 5 and their validation by SPA/RAC
- 10% upon submission of the deliverables 6 and of the final version of all deliverables after the review and approval of SPA/RAC.

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

Article 6 - Evaluation procedure

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

6.1. Technical evaluation

The technical offers will be first examined, while the financial offers remain sealed. Applications will be evaluated based on the following criteria:

- (i) 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).

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 consultant	Experience	Experience in marine biodiversity studies in the Mediterranean	N/A	10 points maximum (5 points/study + 1 additional point/study in the Mediterranean)
		No similar study	N/A	0 point
	Diploma	Post-graduate university degree in marine biology or environmental sciences, or related discipline	N/A	5 points maximum
		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>
The methodology proposed for conducting the mission, the planning and detailed time schedule (including a chronogram of intervention)	a. The methodology proposed for conducting the mission	Methodology clearly presented, well developed and meets the study terms of reference and objectives	<u>25 points maximum</u>	
		Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	15 points	
		Methodology not well developed but meets the terms of reference and objectives	5 points	
		Methodology not clearly presented and does not meet the study terms of reference and objectives, or No methodology presented	0 point	
	b. the planning and detailed time schedule (including a chronogram of 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	8 points	

		intervention	
		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

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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 of.....All Taxes Included (ATI).

(Signature and official stamp of the bidder)