

## **Call for consultancy N°07\_2020 SPA/RAC**

Terms of reference for a regional consultant on non-indigenous species  
under the IMAP-MPA project.

## Technical specifications

### 1. Background

The Regional Activity Centre for Specially Protected Areas (SPA/RAC) was created in 1985 and established in Tunis through a decision of the Contracting Parties to the Convention for the Protection of the Marine and Coastal Environment of the Mediterranean (Barcelona Convention). It functions within the framework of the Action Plan for the Mediterranean – Barcelona Convention (UN Environment/MAP).

SPA/RAC's main aim is to contribute towards the protection, conservation, and sustainable management of Mediterranean coastal and marine areas of special cultural and natural value and of threatened and endangered species.

In line with Decision IG.24/17 on the UNEP/MAP 2020-2021 Programme of Work and Budget (Naples, Italy, 2-5 December 2019); Decision IG. 22/7 on the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) (Athens, Greece, 9-12 February 2016; Decision IG.23/06 on the 2017 Mediterranean Quality Status Report (Tirana, Albania, 17-20 December 2017); Decision IG.24/7 on the Roadmap and Needs Assessment for the 2023 Mediterranean Quality Status Report (Naples, Italy, 2-5 December 2019); the Contracting Parties to the Barcelona Convention have updated/developed their national monitoring programmes based on the IMAP Common Indicators per each cluster namely Biodiversity and Non-indigenous species (NIS), Pollution and Marine Litter, and Coast and Hydrography. The 23 Common Indicators of IMAP cover mainly state and impact indicators.

The project "Towards achieving the Good Environmental Status of the Mediterranean Sea and Coast through an Ecologically Representative and Efficiently Managed and Monitored Network of Marine Protected Areas" (hereinafter IMAP MPA project) aims to ensure that additional support is provided for the national implementation of IMAP, and for the delivery of reliable data for IMAP common indicators on three clusters: i) biodiversity and NIS, ii) pollution and marine litter iii) and coast and hydrography by the seven eligible Contracting Parties (i.e. Algeria, Egypt, Israel, Lebanon, Libya, Morocco and Tunisia).

The IMAP-MPA project will also enable the development and implementation of integrated monitoring programmes at the sub-regional level which address the same above-mentioned IMAP clusters, and particularly in areas which are known to be under human activity pressure. As such, the project will enhance the level of capacity in each country to facilitate the national implementation of the IMAP and to facilitate the reporting of reliable data by each country for the IMAP common indicators.

As such, the project will enhance the level of capacity in each country to facilitate the implementation of the system and to facilitate the reporting of reliable data by each country for the selected IMAP common indicators. An important aspect of this project is related to a better definition of assessment scales and monitoring as well as assessment criteria per each IMAP cluster and across the clusters with a particular focus on biodiversity and hydrography.

In this regard, there is a need for recruiting regional consultant(s) to support the SPA/RAC by providing scientific and technical guidance to the national teams and consultants for biodiversity (i.e. marine habitats, species and non-indigenous species) monitoring related activities under IMAP MPA project.

## **2. Objective and scope of the assignment**

The aim of this consultancy is to provide technical guidance and support to the national IMAP teams responsible for biodiversity monitoring as well as national consultants to monitor and assess marine environment with regards to EO2 IMAP related Common Indicator (CI) 6 on non-indigenous species (NIS) in selected areas taking into account the need for interlinkages with other ecological objectives, work undertaken on assessment criteria and integrated/joint monitoring, monitoring, assessment and reporting scales as well as interlinkages between impact, pressures and activities.

The ultimate result of this assignment is to ensure that national country teams of the southern Mediterranean countries are given the necessary technical support and guidance to effectively deliver project activities related to EO2/NIS integrated monitoring and assessment, and related assessment scales aspects.

## **3. Tasks to be undertaken**

Under the direct coordination and guidance from SPA/RAC IMAP-MPA Project Officer and Ecosystem conservation programme officer, the consultant will be responsible for the following tasks:

1. Prepare a detailed work plan and timetable;
2. Elaborate a specific and thorough analysis per country (i.e. Algeria, Egypt, Israel, Lebanon, Libya, Morocco and Tunisia), focusing on reviewing the EO2/NIS chapter of national IMAPs (i.e. proposed monitoring sites, techniques and methodologies) and its integration potential with EO1 (biodiversity), EO5, EO9 and EO10 (IMAP Pollution and marine litter Cluster), as well as with EO7-EO8 (IMAP Coast and Hydrography Cluster);
3. Provide technical guidance to national country teams and design concrete integrated monitoring plans by country (i.e. Algeria, Egypt, Israel, Lebanon, Libya, Morocco and Tunisia) for IMAP EO2 NIS, specifying monitoring sites/transects, their respective Common Indicators, methodologies and protocols for their measurements, quality assurance and reporting schemes, costs of implementation and other elements necessary to build, support and implement a reliable process for project activities implementation;
4. Support the national teams to identify the gaps and define a concrete roadmap to address the specific needs for the implementation of IMAP EO2/NIS monitoring programme;
5. Design and prepare practical training modules (incl. on monitoring areas/sites definition, application of monitoring protocols, quality assurance and quality control, reporting of data) for IMAP EO2/NIS considering existing knowledge and practice for IMAP implementation;
6. Provide technical support to national/sub-regional training workshops with national teams related to IMAP EO2/NIS;
7. Provide technical support to the design and implementation of field monitoring surveys focusing primarily on IMAP EO2/NIS;
8. Participate in round-table discussions at national level aimed at streamlining of the roles and responsibilities for IMAP implementation as defined in national IMAP monitoring programmes for all three IMAP Clusters (i.e.: Biodiversity; Coast and Hydrography Pollution and Marine Litter);
9. Contribute to the work of CORMON Biodiversity and related online working groups.
10. Provide inputs to the preparation of tender documentation for purchasing/renting of equipment (e.g. vessels for field surveys, laboratory equipment) to address the needs for IMAP implementation as part of the package of the field monitoring survey;
11. Develop the citizen survey guidance for NIS;

12. Guide and support the national teams in monitoring data reporting into IMAP Pilot Info System;
13. Review the existing scales of monitoring and assessment criteria for IMAP EO2 NIS;
14. Propose adequate scales of monitoring and assessment criteria for IMAP EO2 NIS;
15. Develop the baseline of NIS and thresholds at regional level;
16. Work together with the other regional consultants towards consolidating and harmonizing the relevant input;

#### 4. Deliverables

Deliverables		Related Tasks
<p><b>Deliverable 1:</b> Work plan and timetable Production of 1 document detailing the work plan and timetable</p>	Document detailing the work plan and timetable;	Task 1
<p><b>Deliverable 2:</b> National integrated monitoring plan for NIS  Production of 7 documents (word) in English</p>	Concrete monitoring plan for EO2/NIS and relevant proposal for integration, for IMAP EO2/NIS (in collaboration with national consultants and national partners), complementary the relevant chapters of national IMAPs, are prepared for all countries (i.e. Algeria, Egypt, Israel, Lebanon, Libya, Morocco and Tunisia) providing with recommendations and proposals on the integration potential of IMAP EO2/NIS with the other IMAP Ecological Objectives (i.e. EO1, EO5, EO7, EO8, EO9 and EO10), as well as gaps and lessons learnt	Tasks 2 and 3
<p><b>Deliverable 3:</b> National field survey programme for NIS  Production of 7 documents (word) in English</p>	A field survey programme for IMAP EO2/NIS is prepared for countries (i.e. Algeria, Egypt, Israel, Lebanon, Libya, Morocco and Tunisia) in an integrated manner as appropriate with the other Common Indicator per each selected monitoring site, as well as related input for the Tender documentation package	Tasks 4 and 10
<p><b>Deliverable 4:</b> Training modules, meeting reports  Production of 1 Document (word) including training materials in English  Production of 7 national training reports and presentations (PowerPoint) in English</p>	Technical input/training material, along with transfer of hands-on experience, are provided to support the organization of capacity building workshops, training sessions and roundtable discussions, as well as field surveys including in national and sub-regional meetings/workshops	Tasks 5, 6, 7 and 8

<p><b>Deliverable 5:</b> Technical support</p> <p>Production of Meeting minutes (Word) and presentations (PowerPoint) in English</p>	<p>Technical inputs provided to SPA/RAC, CORMON and Online Working Groups on IMAP EO2/NIS, upon request</p>	<p>Task 9</p>
<p><b>Deliverable 6:</b> Tender document</p> <p>Production of 7 tender documents (Word) in English</p>	<p>Tender document for purchasing/renting of equipment of relevance for IMAP EO2/NIS is prepared</p>	<p>Task 10</p>
<p><b>Deliverable 7:</b> Data submission</p> <p>Deliver support to 7 countries to prepare and submit their data to IMAP Info System</p>	<p>Support to countries (i.e. Algeria, Egypt, Israel, Lebanon, Libya, Morocco, and Tunisia) to upload data sets coming from the filed survey implementation to IMAP Info System is provided including quality assurance</p>	<p>Tasks 7 and 12</p>
<p><b>Deliverable 8:</b> Citizen survey guidance for NIS</p> <p>Production of 1 document (word) in English on citizen survey guidance for NIS</p>	<p>The citizen survey guidance for NIS is elaborated</p>	<p>Task 11</p>
<p><b>Deliverable 9:</b> Scales of monitoring, scales of assessment and assessment criteria</p> <p>Production of 1 document (Word) in English on scale of monitoring, scale of assessment and assessment criteria</p>	<p>Report is prepared:</p> <ul style="list-style-type: none"> <li>- to reflect the scale of monitoring of the common indicator 6 (NIS) (all Mediterranean countries),</li> <li>- to elaborate elements for scale of assessment and assessment criteria, including relevant recommendations</li> </ul>	<p>Tasks 13,14 and 15</p>
<p><b>Deliverable 10:</b> Baseline and thresholds</p> <p>Production of 1 document (Word) in English on baseline and thresholds</p>	<p>Report is prepared and submitted to SPA/RAC reflecting the baseline and thresholds of the EO2/NIS</p>	<p>Tasks 14 and 15</p>

## 5. Time schedule

The contract implementation will need about 4 working months (ninety (90) working days (WD) spread over twenty-four (24) months starting from the last date of the signature (by 30<sup>th</sup> June 2020).

Deliverables (refer to details in section 4)	Month WD	1 (July 2020)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
		1. Deliverable 1: Work plan and timetable	02																						
2. Deliverable 2: National integrated monitoring plan for NIS	07																								
3. Deliverable 3: National field survey programme for NIS	07																								
4. Deliverable 4: Training modules, meeting reports	06																								
5. Deliverable 5: Technical support	10																								
6. Deliverable 6: Tender document	11																								
7. Deliverable 7: Data submission	15																								
8. Deliverable 8: Citizen survey guidance for NIS	07																								
9. Deliverable 9: Scales of monitoring, scales of assessment and assessment criteria	10																								
10. Deliverable 10: Baseline and thresholds	15																								
<b>Total</b>	<b>90</b>																								

The consultant may be expected to undertake missions to SPA/RAC premises, countries, or regional and technical meetings for the needs of the current assignment. Decision on this matter will be taken and addressed separately by SPA/RAC.

Virtual meetings with the project's beneficiary countries and partners/national stakeholders will be conducted by teleconference/skype/phone.

## **6. Skills and experience required of consultants**

In both cases, consulting firms or individual consultants, no more than two (02) experts could be proposed for the implementation of the tasks of the present assignment. In all cases, the lead expert will be the official representative vis-à-vis SPA/RAC.

The expert(s) should meet the following criteria:

- Advanced experience in non-indigenous species studies and marine biodiversity conservation is required;
- A minimum of 10 years of relevant experience in (i) monitoring and assessment of the marine environment and (ii) indicators-based assessment of the impacts and pressures on the status of Mediterranean marine environment, is required;
- Good knowledge of the implementation of the Barcelona Convention Ecosystem Approach (EcAp) process /Integrated Monitoring and Assessment Programme (IMAP) is required;
- Good knowledge of the implementation of the EU Marine Strategy Framework Directive – MSFD (2008/56/EC), or having experience in its implementation, is an asset;
- Fluency in English is required.

## **Administrative clauses**

### **Article 1- Conditions of participation in the tender**

The service provider must have proven competence in marine non-indigenous species monitoring and assessment studies.

Offers may be made by specialized consulting firms or individual consultants.

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.

Consulting firms must propose a lead expert on non- indigenous species and can be supported by one other expert to complement their respective areas of expertise or for other reasons that need to be specified in the offer.

Offers from joint venture or consortiums are authorized (provided that they are forming a joint-liability consortium and that the leading member of the consortium is clearly identified in the consortium deed, an original copy of which should be included with the offer).

### **Article 2- Content of offers**

The offers' document must include separately a technical offer, administrative documents, and a financial offer.

#### **2.1 Technical offer**

It must contain:

##### **For individual consultants:**

- a) Personal CV (signed/initialled by the expert on every page of the CV) indicating all experience in the field of non-indigenous species studies and environmental conservation, as well as the experience and references regarding similar studies (including copies/certificates of highest university diploma(s) and the reference proof certificates); If a second expert is proposed, the same documents and information should be provided.
- b) A detailed methodological note on how he/she will approach and complete the assignment, including a planning and detailed time schedule (and chronogram of intervention of the team in case of 2 experts involved in the offer).

##### **For consulting firms:**

- a) The firm's references regarding similar studies (including reference proof certificates).
- b) The CV of the experts (one or two) with their qualifications, experience/references; indicating all experience in the field of marine non-indigenous species studies and environmental conservation (including reference proof certificates);
- c) A methodological note on how they will approach and complete the assignment and a planning and detailed time schedule (and chronogram of intervention of the team in case of 2 experts 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 Skype, videoconference, or phone), as well as a pre-selection phase followed by requests for complementary information/negotiation if required.

## **2-2 Administrative documents:**

For individual 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. The consultant 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 at the end of the document).

For consultancy firms:

1. A tax certificate, valid on the offer submission date, proving that the firm 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 provider 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 firm 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 members of the work team, who are not staff members, confirming that they are willing to participate in the work team to carry out this mission.
7. TORs signed (date, signature, and stamp of the provider firm at the end of the document).

## **2-3 – Financial offer**

The financial offer must be expressed in both tax-free and all taxes included prices. It should include all the costs connected to the provision of the service. The financial offer should also include the following documents:

For both individual consultant and consultancy firms:

1. Submission letter, using the template attached in Annex 1;
2. Estimated details of total tender price using template attached in Annex 2.

Should any administrative documents be missing, the consultant/firm will be contacted to complete the offer documents. If after a period of 10 days, the documents are still not complete the candidate offer may 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](mailto:car-asp@spa-rac.org), before 26 June 2020 at 17h00 UTC+1

E-mails should have the following subject: **“Call for consultancy n°07\_2020 SPA/RAC\_EcAp/IMAP Biodiversity related to the Non-Indigenous Species (NIS) Name of the consultant or consultancy firm”**.

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 : [mehdi.aissi@spa-rac.org](mailto:mehdi.aissi@spa-rac.org) in Cc: [asma.yahyaoui@spa-rac.org](mailto:asma.yahyaoui@spa-rac.org) and [car-asp@spa-rac.org](mailto: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 - Definition, consistency, and variation of prices**

The services provided as part of this assignment consist of an overall fixed and non-revisable cost.

**Article 6 - Terms of payment**

Payment for the mission will be made as follows:

- 1) 10% upon submission of the deliverables 1, 9 & 10 and after the review and approval of SPA/RAC and receipt of the invoice;
- 2) 20% upon submission of the deliverables 2, 3 & 6 and after the review and approval of SPA/RAC and receipt of the invoice;
- 3) 20% upon submission of deliverables 4 & 8 and after the review and approval of SPA/RAC and receipt of the invoice;
- 4) 20% upon submission of deliverables 7 & 5 after the review and approval of the SPA/RAC and receipt of the invoice;
- 5) 20% upon submission of the final version of all deliverables, taking into consideration comments raised during technical meetings, and after the review and approval of SPA/RAC and the delivery of the provisional acceptance without reservation as well the receipt of the invoice; and
- 6) 10 % after the delivery of the final acceptance as described in article 17 and the receipt of the invoice.

All payment will be made in US Dollar by bank transfer within 45 days after the receipt of an invoice by the contractor.

**Article 7 - Offers evaluation procedure**

The selection of the consultant/firm will be done based on the presentation of a detailed letter of interest making clear reference to fulfilment degree of the above Terms of Reference, CVs referring to relevant work, and a methodological note including a detailed time schedule.

**7-1 Evaluation of technical offers**

The technical offers will be first examined while the financial offers remain sealed.

The following criteria will be evaluated:

- 1- Consulting firm's general experience and technical references (20 points) (if a consulting firm is involved in the tender);
- 2- Experts / Individual consultant(s) capacity and expertise (45 points) (or 65 points if individual consultants are involved in the tender);
- 3- Methodology, organization, and schedule (35 points).

Criteria		Scoring if a consulting firm is involved in the study	Scoring for individual consultant	
<b>1- Firm's general experience and technical references. Working experience in the Mediterranean is an asset.</b> (references presented by the competing firms will be assessed according to their nature, number and date of delivery)	<b>a- Nature and number of similar jobs, references delivered by study sponsors must be provided as proof</b>	Nature and number of similar justified studies.	<b>15 points maximum</b> (4 points/reference, 1 additional point/reference in the Mediterranean;	
	<i>is considered as similar studies all regional, sub-regional and national monitoring and assessment studies of the marine NIS and indicators-based assessment of the impacts and pressures on the status of marine environment (including interlinkages with other ecological components, development of assessment criteria monitoring, assessment and reporting scales as well as interlinkages between impact, pressures and activities).</i>	No similar studies	0 points (in this case the offer is eliminated)	
	<b>b- Date when the most recent studies were carried out</b>	Less or equal to 5 years	<b>5 points maximum</b> (1 point/study)	<b>N/A</b>
		Between 5 and 10 years	3 points (0,5 point/study)	N/A
		Over 10 years	0 points	N/A

Criteria			Scoring if a consulting firm is involved in the study		Scoring for individual consultants	
			One Senior expert is involved	Senior expert supported by additional expert	One Senior expert is involved	Senior expert supported by additional expert
<b>2- Evaluation of the proposed project team and its experience (in the Mediterranean is an asset)</b> (assessment will be based on the number of similar studies the proposed specialists have contributed to and the nature of their qualifications).	<b>a- Project leader (Senior expert): Experience and knowledge of marine non-indigenous species' monitoring and assessment studies</b>  <i>is considered as similar studies all regional, sub-regional and national monitoring and assessment studies of the marine NIS and indicators-based assessment of the impacts and pressures on the status of marine environment (including interlinkages with other ecological components, development of assessment criteria monitoring, assessment and reporting scales as well as interlinkages between impact, pressures and activities).</i>	Experience in similar studies	<b><u>40 points maximum</u></b>  <i>(10 points/ as project leader in similar study, 2 additional points/similar study as project leader in the Mediterranean)</i>  <i>Or 8 points/ similar study just as expert, 2 additional points/similar study as project leader in the Mediterranean</i>	<b><u>25 points maximum</u></b>  <i>(6 points/ as project leader in similar study, 2 additional points/similar study as project leader in the Mediterranean)</i>  <i>Or 5 points/ similar study just as expert, 2 additional points/similar study as project leader in the Mediterranean</i>	<b><u>60 points Maximum</u></b>  <i>(12 points / study + 3 points / study including the Mediterranean area and /or countries)</i>	<b><u>45 points Maximum</u></b>  <i>(10 points / study + 2 points/study including the Mediterranean area and /or countries)</i>
		No similar study	0 points (in this case the offer is eliminated)	0 points (in this case the offer is eliminated)	0 points (in this case the offer is eliminated)	0 points (in this case the offer is eliminated)
		Post-graduate university degree NIS studies and marine biodiversity conservation,	<b><u>5 points maximum</u></b>	<b><u>5 points maximum</u></b>	<b><u>5 points maximum</u></b>	<b><u>5 points maximum</u></b>

	marine biology, marine science or equivalent field				
	University degree in the above-mentioned fields	3 points	3 points	3 points	3 points
	No university degree in the above-mentioned fields	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)
<b>b- Expert Experience and knowledge of marine NIS' studies</b>	Experience in similar studies	<b>N/A</b>	<b>10 points maximum</b> (5 points/ as expert in similar study,1 additional point/similar study as expert in the Mediterranean)	<b>N/A</b>	<b>10 points maximum</b> (5 points/ as expert in similar study,1 additional point/similar study as expert in the Mediterranean)
	No similar study	N/A	0 point	N/A	0 point
	Post-graduate university degree in marine NIS studies and marine biodiversity conservation, marine biology, marine science, or equivalent field	<b>N/A</b>	<b>5 points maximum</b>	<b>N/A</b>	<b>5 points maximum</b>
	University degree in the above- mentioned fields	N/A	3 points	<b>N/A</b>	3 points
	No university degree in the above-mentioned fields	<b>N/A</b>	0 point (in this case the offer is eliminated)	N/A	0 point (in this case the offer is eliminated)

**In case the bidder proposes more than one expert per position, each CV will be evaluated separately, and the lowest score given will be the one attributed to that position.**

<b>3- Methodology, time planning schedule, chronogram of intervention of the team</b>	<b>a- The methodological note evaluation</b>	Methodology clearly presented, well developed, and meets the terms of reference and the study's objectives	<b><u>15 points maximum</u></b> Points awarding can be done in various ways	<b><u>40 points maximum</u></b> Points awarding can be done in various ways
		Methodology more or less well developed but clearly meets the terms of reference and the study's objectives	10 points	10 points
		Methodology poorly developed and meets partially the terms of reference and the study's objectives	5 points	5 points
		Methodology not clearly presented and does not meet the terms of reference and the study's objectives or no methodology presented	0 points	0 points
	<b>b- Planning and time schedule, and chronogram</b>	Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and chronogram of intervention	<b><u>20 points maximum</u></b>	<b><u>20 points maximum</u></b>
		Realistic planning but more or less well presented, fairly coherent with the time schedule and the chronogram of intervention	10 points	10 points
		Planning unclearly presented, doesn't respect the deadline, or	0 point	0 point

		no planning or no time schedule or no chronogram of intervention		
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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 tender process will be declared unsuccessful.

## **7.2 Financial evaluation:**

Once the technical evaluation has been completed, the financial offers of tenders 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.

A maximum budget of twenty-seven thousand US Dollar (USD 20,000) is available for this study. Any financial offer exceeding this budget means that the offer will be eliminated.

The evaluation committee will then proceed to a financial comparison. 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**

## **7.3. 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 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;
- having obtained the best score for methodology.

## **Article 8 - Deadline for the execution of the mission**

The maximum time allocated for carrying out the study is ninety (90) working days, spread over twenty-four (24) months, as from the date of signature of the contract, including the deadlines for handing in the final documents and deliverables according to the following timeline:

Deliverables		Deadline	
		Draft	Final
<b>Deliverable 1:</b> Work plan and timetable  Production of 1 document detailing the work plan and timetable	Document detailing the work plan and timetable	<i>One week after the contract signature</i>	
<b>Deliverable 9:</b> Scales of monitoring, scales of	Document is prepared:	<i>7 September 2020</i>	<i>15 October 2021</i>



assessment and assessment criteria  Production of 1 document (Word) in English on scale of monitoring, scale of assessment and assessment criteria	- to reflect the scale of monitoring of the common indicator 6 (NIS) (all Mediterranean countries),  - to elaborate elements for scale of assessment and assessment criteria, including relevant recommendations		
<b>Deliverable 10:</b> Baseline and Thresholds  Production of 1 document (Word) in English on baseline and thresholds	Document is prepared and submitted to SPA/RAC reflecting the baseline and thresholds of the EO2/NIS.	<i>7 September 2020</i>	<i>15 October 2021</i>
<b>Deliverable 2:</b> National integrated monitoring plan on NIS	Concrete monitoring plan for EO2/NIS and relevant proposal for integration, for IMAP EO2/NIS (in collaboration with national consultants and national partners), complementary the relevant chapters of national IMAPs, are prepared for all countries (i.e. Algeria, Egypt, Israel, Lebanon, Libya, Morocco and Tunisia) providing with recommendations and proposals on the integration potential of IMAP EO2/NIS with the other IMAP Ecological Objectives (i.e. EO1, EO5, EO7, EO8, EO9 and EO10), as well as gaps and lessons learnt	<i>30 October 2020</i>	<i>5 March 2021</i>
<b>Deliverable 3:</b> National field survey programme for NIS  Production of 7 documents (word) in English	A field survey programme for IMAP EO2/NIS is prepared for countries (i.e. Algeria, Egypt, Israel, Lebanon, Libya, Morocco and Tunisia) in an integrated manner as appropriate with the other Common Indicators per each selected monitoring site, as well as related input for the Tender documentation package	<i>16 November 2020</i>	<i>8 March 2021</i>
<b>Deliverable 6:</b> Tender document  Production of 7 tender documents (Word) in English	Tender document for purchasing/renting of equipment of relevance for IMAP EO2/NIS is prepared	<i>21 December 2020</i>	<i>12 February 2021</i>
<b>Deliverable 8:</b> Citizen survey guidance for NIS  Production of 1 document (word) in English on citizen survey guidance for NIS	Document on Citizen survey guidance for NIS	<i>15 March 2021</i>	<i>15 October 2021</i>

<p><b>Deliverable 4:</b> Training modules, meeting reports</p> <p>Production of 1 Document (word) including training materials in English</p> <p>Production of 7 national training reports and presentations (PowerPoint) in English</p>	<p>Technical input/training material, along with transfer of hands-on experience, are provided to support the organization of capacity building workshops, training sessions and roundtable discussions, as well as field surveys including in national and sub-regional meetings/workshops</p>	<p>5 April 2021 <i>(Training materials)</i></p>	<p>7 May 2021 <i>(Training materials)</i></p>
<p><b>Deliverable 5:</b> Technical support</p> <p>Production of Meeting minutes (Word) and presentations (PowerPoint) in English</p>	<p>Technical inputs provided to SPA/RAC, CORMON and Online Working Groups on IMAP EO2/ NIS, upon request</p>	<p><i>Will be specified once the timelines of the CorMon and online working groups are fixed</i></p>	
<p><b>Deliverable 7:</b> Data submission</p> <p>Deliver support to 7 countries to prepare and submit their data to IMAP Info System</p>	<p>Support to countries (i.e. Algeria, Egypt, Israel, Lebanon, Libya, Morocco, and Tunisia) to upload data sets coming from the filed survey implementation to IMAP Info System is provided including quality assurance</p>	<p><i>October 2021</i></p>	

The evaluation of each draft deliverable will be carried out by SPA/RAC within a maximum of 21 days from the submission of the deliverables by the tenderer.

**Article 9 - Monitoring, control, and validation of the work**

The service tenderer will work under the direct supervision of the SPA/RAC IMAP-MPA Project Officer and the SPA/RAC Ecosystem conservation programme officer and under the overall supervision of the SPA/RAC director. The direct implementation is done in close cooperation with the UNEP/MAP IMAP-MPA Project Manager, and under the overall supervision of UNEP/MAP Deputy Coordinator. The service provider will submit in the draft and final versions of deliverables as indicated in article 8.

**Article 10 - Penalty**

In the absence of completion by the tenderer of the services at his charge within the contractual deadlines envisaged in 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 individually on each deliverable.

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 15 *“cancellation”* below, without that the holder cannot raise disputes or claim any compensation.

**Article 11- Copyright, ownership of documents**

All the plans, drawings, specifications, studies, reports, other documents and softwares, submitted by the tenderer 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 service tenderer will submit them to UNEP/MAP-SPA/RAC. The names and logos of UNEP/MAP-SPA/RAC must be displayed appropriately.

**Article 12- 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 13- Liability and 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 tenderer confirms that themselves or any staff involved in the implementation of this contract will be covered by appropriate insurance.

**Article 14- 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 become 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 15- 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 for each deliverable in application of Article 8- *Duration, deadlines and schedule for the implementation.*

- b) in the case described in the article 10- *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 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 bidders (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;
- g) If SPA/RAC, on his own initiative and for any reason whatsoever, decides to terminate the contract.

## **Article 16 - Conflict of interests**

### **16.1 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.

### **16.2 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 Services (except for the implementation of the Services and their continuation).

## **Article 17: 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 the article 8 and Section 4 of the “Technical Specifications”. The evaluation of the deliverables will be carried out by SPA/RAC according to the article 9 "Monitoring, control and validation of the work”.

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 signed jointly by the service provider and SPA/RAC. The service provider must correct any deficiencies identified by SPA/RAC in the completion of the different phases.

Final acceptance will be given two (2) months 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 the Section 4 of the “Technical Specifications” and after correction of any deficiencies signaled by SPA/RAC.

## Annex I Submission letter

I, the undersigned ..... (Director) of ..... recorded in the commercial register on ..... under 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 offer amounts is fixed at the sum of ..... (.....) US Dollars excluding taxes and the sum of .....(.....) US Dollars all taxes included.

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 of ..... under the number of ..... RIB (BIC – IBAN) .....

In ....., on .....

(Name, first name and function)

Right for submission

(Signature and official stamp)

## Annex 2 Details of total price

The consulting firm, in support of its offer, 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									
Project leader									
Expert									
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)**