





## **CALL FOR TENDERS**

Call for tenders N°33/2021\_SPA/RAC\_Learning & Sharing Project

# PRODUCTION OF A SHORT FILM ON BYCATCH OBSERVATION BEST PRACTICES

#### **TECHNICAL SPECIFICATIONS**

## 1. Background

• 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) of the Barcelona Convention. Tunisia has been hosting the centre since its establishment in 1985. The centre works under the auspices of the United Nations Environment Programme / 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 biological diversity in the Mediterranean and, in particular, the creation and effective management of marine and coastal areas of particular natural and cultural value and the conservation of threatened and endangered species of flora and fauna in the Mediterranean.

The project intitled 'Experiences & knowledge sharing for building strong relations and maintaining collaborations between fishery observers and the fishing community' funded by MAVA. The project aims to bring together the national observers teams and fishers of the MAVA MedBycatch project to share their experiences from their participation in the Observers' Programme. The project is implemented by MEDASSET (coordinator), DEKAMER, TUDAV, Doga Dernegi, WWF Turkey, SPA/RAC, AAO, WWF\_MED, ACCOBAMS, INRH, BirdLife Europe and Central Asia.

- Bycatch can be defined as the incidental capture of vulnerable species in fishing gear. It
  constitutes one of the main threats to several marine species in the Mediterranean, including
  sea turtles, sea birds, marine mammals, sharks and rays, corals and sponges. Bycatch is also
  a problem for fishers, who suffer damage to their fishing gear, reduced quality of target catches
  and fuel loss.
- The Observers' Programme, which primarily involves fishers and observers, is an essential
  activity to better understand and mitigate the bycatch issue. It needs to be pursued and
  upscaled building on the experience gained, while sustaining the collaborative approach,
  among all stakeholders.

## 2- Objective and scope

This call for consultancy is launched by **SPA/RAC**, the Mediterranean biodiversity centre of UNEP/MAP. The main objective of this consultancy is to produce a film on the bycatch Observer' Programme.

The film aims to promote and share learnings from the bycatch Observers' Programme. More specifically, the **objectives** are to

- facilitate replication of best practices and effective solutions in other contexts
- enhance the existing collaborative approach among stakeholders, primarily fishers and observers
- promote the role of observers and fishers as part of the solution to the bycatch issue.

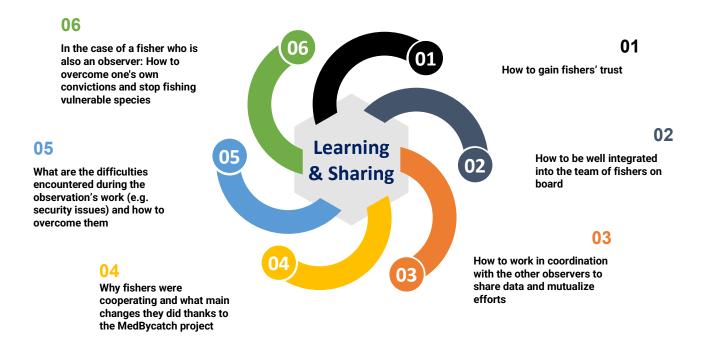
### 3- Tasks to be undertaken

The bidder should undertake the following task:

- Produce one film on the bycatch Observer' Programme of 12 minutes in English (high resolution and online version) the titles and subtitles translating the observers/ fishers' voices in Arabic and Turkish should be in English. The services undertaken by the production company / consultants should cover all aspects and costs of the pre-production, production and post-production. These include the preparation of the script, the guidelines to conduct the interviews, the animatic for the cartoon, and the purchase of licensing rights for music or soundtracks.
- Provide six (6) still images from the film mainly for use on social media (1 image / observer or fisher)

The film should feature a series of personal stories from 4 to 6 bycatch observers and fishers involved in the bycatch observer programme from Tunisia and Turkey.

The observers/ fishers' stories should address the following issues:



To a lesser extent, the testimonies could also address the following aspects:

- How the observers/fishers perceive their role in the process of bycatch mitigation
- How to value and sustain observer activity as a profession

One key message that should appear in the film is: Working together to reduce bycatch in the Mediterranean. It may be displayed in the end credits.

The video should include short real footage of the observers and fishers, before switching to cartoon mode to reconstruct the stories they share.

A list of films/cartoons we like is available at the end of the document (Annex 1).

Interviews from Tunisia and Turkey will be carried out by the project's partners. SPA/RAC will ensure the coordination among partners and with the production company. The production company / consultants should provide **guidelines** to all partners involved on how the interviews should be carried out.

The project's partners will provide with the audio recorded and accompanying photos (high resolution) and/or some video footage, as well as a translated text into English of the interviews.

## The film should evoke an emotional reaction that could encourage adherence to or support of the bycatch observer programme.

The objectives of the film and the issues to be addressed are explained above. However, these issues should be integrated into stories told by the observers and fishers. This could be the story of the evolution of the relationship between observers and fishers and what triggered a positive change in this relationship, or the rescue of animals on board, by observers and fishers.

The profiles of the Tunisian observers/fishers (some observers are also fishers) have already been identified by the project partners, based on the potential stories to be told and the issues they raise, and considering the gender balance. An overview is provided in Annex 2.

To recreate scenes with animals, or a particular landscape or setting, SPA/RAC and its partners will provide the appropriate images and videos

#### 4- Deliverables

The bidder shall deliver the following outputs:

## Script and guidelines for the interviews

- **Film** on the bycatch Observer' Programme of 12 minutes in English (high resolution and online version) the titles and subtitles translating the observers/ fishers' voices in Arabic / Turkish should be in English.
- Six (6) still images from the film mainly for use on social media (1 image / observer or fisher)

#### 5- Supervision and collaboration

The bidder will work under the supervision of SPA/RAC Director, the communications assistant and the MedBycatch Project Officer.

#### 6- Time schedule

The planned duration of the consultancy is approximately 6 months from November 2021 to April 2022.

### **ADMINISTRATIVE CLAUSES**

## **Article 1 - Conditions of participation**

The present call for consultancy is open to production companies and individual consultants or consortia of individual consultants that have proven skills in the production of animated and reportage films or documentaries.

Individual consultants may associate with each other to form a consultant association to complement their respective areas of expertise, or for other reasons, with a clearly identified leader who will be the legal representative of the consultant association.

## Article 2 - Composition and presentation of offer

The submitted offer must include separately: (i) a technical offer, (ii) administrative documents, and (iii) a separate financial offer.

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

#### 2.1 Technical offer

It must contain:

#### For individual consultants or consultant association:

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

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

#### **For Consulting Firms:**

- **Concept:** the concept should demonstrate the relevance of the proposal to the audience and the purpose of the project. Its originality will also be considered in the evaluation.
- **Methodology and timetable:** these must be clear and realistic. The deadline for completion of the contract must be respected.
- Elements to evaluate the experience of the company/team members:
  - Company's profile, list of related work with a concise presentation of the projects, year of release, and links or samples.
  - CV including years of experience and diploma of each member of the team.
  - Documents/URL links/certificates that support the relevance of references presented.

#### 2.2 Administrative documents

The administrative folder should include the following administrative documents:

#### For individual consultants:

- 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.
- 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.
- Terms of reference signed (date, signature and stamp of the provider at the end of the document).

#### For Firms:

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

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

Should any of the administrative documents be missing, the tenderer will be contacted to complete the missing offer documents within a period of ten (10) days. If after a period of ten (10) days, the documents are still not complete the offer will be eliminated.

## 2.3 Financial offer

The financial offer must be expressed in both tax-free and all tax-included prices, in euros. For Tunisian, the offer must be expressed in dinars (TND). It should include all the costs connected to the provision of the service.

The financial offer should also include the submission letter (template in Annex 3).

#### **Article 3 - Submission**

Offers must be received electronically at the following e-mail address: <a href="mailto:car-asp@spa-rac.org">car-asp@spa-rac.org</a>, before 9 November 2021, at 23:59 UTC+1 (Tunis Time).

E-mails should have the following subject: "Call for consultancy n°33/2021\_SPA/RAC\_Med Bycatch - '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: <a href="mailto:dorra.maaoui@spa-rac.org">dorra.maaoui@spa-rac.org</a>; <a href="mailto:anis.zarrouk@spa-rac.org">anis.zarrouk@spa-rac.org</a>; <a href="mailto:ani

An information meeting could be organized during the week of November 1<sup>st</sup>, in case one or more companies express the need. For this, a request must be sent to SPA/RAC by Friday 29 October at the latest by email at <a href="mailto:car-asp@spa-rac.org">car-asp@spa-rac.org</a>

## Article 5 - Maximum budget available

A total maximum budget available for this call for consultancy is 9000 Euros whose equivalent in TND is 29,570 **all taxes included** 

### Article 6 - Definition, consistency and variation of prices

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

## 6.1- variation of prices

The prices of the contracts are fixed and not subject to revision.

## 6.2- Finality of prices

The services provided may not, under any pretext, reconsider the market prices which were agreed by him.

#### Article 7 - Tender validity period

Any tenderer who submitted a tender will be bound by his tender for one hundred and twenty (120) days starting from the day following the deadline fixed for receiving the offers. During that period, the prices and information proposed by the tender will be firm and non-revisable.

## Article 8 - Terms of payment

Payment for the mission will be made as follows:

- 30% of the total amount of the contract, after submission of the script and the interview guidelines, their approval by SPA/RAC, and submission of an invoice by the consulting firm;
- 70% of the total amount of the contract, after submission of the deliverables (film on the

bycatch Observer' Programme of 12 minutes and 6 still images), their approval by SPA/RAC, and submission of an invoice by the consulting firm. This payment is also conditioned by a certificate from SPA/RAC that the service provider has accomplished all its contractual obligations and duties at SPA/RAC satisfaction.

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 9 - Evaluation procedure

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

#### 9.1. Technical evaluation

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

Applications will be evaluated based on the following criteria:

- Concept (40 points maximum)
- The methodology proposed and time planning schedule for conducting the mission (25 points maximum).
- Experience in relation to the subject of the present mission (references in similar projects, years of experience and diploma of the team members) (35 points)

Criteria		Score	
		For companies	For consultants
	Very original and relevant concept	40 points	
	note		
	Original and relevant concept note	30 points	
	Relevant but not original concept	20 points	
Concept	note		
(40 points)	Original but not relevant concept	10 points	
	note		
	Concept note that is neither original	0 point	
	nor relevant, or in the case where		
	there is no concept note.		
	Methodology and timetable clearly		
	presented, well developed, and	25 points	
	meets the terms of reference		
Methodology	objectives		
and timetable	Methodology clearly presented,		
proposed for	fairly well developed and meets the	10 points	
conducting the	terms of reference objectives		
mission	Methodology not clearly presented		
(25 points)	and does not meet the study terms		
	of reference objectives,	0 point	
	or		
	No methodology presented		
	References in similar projects	30 points	30 points
Experience	(Production of animated and	maximum	maximum
(35 points)	reportage films or documentaries)	(5/ reference, 10	(7,5/ reference, 10
		for a nationally and	for a nationally and

	15 for an	15 for an
	internationally	internationally
	awarded project) *	awarded project) *
	The score of zero is	The score of zero is
	eliminatory.	eliminatory.
Years of experience (Production of	5 points maximum	
animated and reportage films or	(1/ year, plus 1 additional point if the	
documentaries) – the evaluation is	consultant has a University degree in	
based on the profile of the team	cinema or in a relevant field) **	
members		

<sup>\*</sup> In the case of a consortium of companies/consultants, their cumulated references will be used for the assessment.

Any offer that has not attained the minimum score of 80 points will be eliminated.

If no offer scores 80 points or more, the call for consultancy process will be declared unsuccessful.

#### 9.2 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.

A maximum budget of ten thousand Euros (9,000 $\in$  29,570 TND) all taxes included, is available for this consultancy. 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 that is judged acceptable will receive 100 points. The other offers will be attributed a score based on the following equation:

Financial score = (amount of the lowest accepted offer/amount of the considered offer) x 100

#### 9.3 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 <u>coefficient of 0.20</u>.

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 total score for the concept.

<sup>\*\*</sup> Each team's member will be evaluated separately, then the average will be calculated.

having obtained the best score for the experience.

#### Article 10 - Monitoring, control and validation of the work

The contract related to this consultancy will be signed with SPA/RAC.

The bidder will work under the supervision of SPA/RAC. The bidder should submit draft version of deliverables. The bidder has to submit the final version of deliverables as indicated in section 6 of the technical specifications, within the timeline specified in article 11 below.

## Article 11 - Deadline for the execution of the mission

The maximum time allocated for carrying out the mission is approximately 6 months as from the date of signature of the contract, including the deadlines for handing in the final version and deliverables and considering the following constraints:

- The project partners need 3 weeks to be able to provide the footage and all materials to the production company / consultants since they receive a final guidelines and script.
- There will be at least 2 review rounds for each deliverable (The review by SPA/RAC and the project partners is expected to be done within a maximum of 15 days)
- The preferred date for final deliverables (1 film of 12' in English and 6 images) is 1st April 2022, to be able to present the video during the "Ambassador Workshop". The deadline is 30 April 2022. Draft is expected by the end of March, the latest. The Deadline for final deliverables is fix.

#### Article 12 - Penalty

In the absence of completion by the tenderer of the services at his charge within the contractual deadlines envisaged in Article 11 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one six hundredth (1/600) of the total amount of the contract 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. When this limit is reached, SPA/RAC reserves the right to terminate the contract at the service provider's fault, in accordance with Article 18 (Cancellation conditions), and without that the service provider can raise disputes or claim any compensation.

## Article 13 - Copyright, ownership of document

All the photos, videos, concept note and any other documents, elaborated and submitted by the consulting firm (or the lead expert) to SPA/RAC for the execution of the contract, will become and remain the property of SPA/RAC, and the consulting firm (or the lead expert) have to submit them to SPA/RAC. The names and logos of UNEP/MAP - SPA/RAC, MEDASSET, AAO, WWF and MAVA Foundation must be displayed appropriately in the film to be produced in the framework of this consultancy.

Worldwide, unlimited, exclusive, in perpetuity, all channels, commercial and non-commercial rights shall be allowed to the project partners and donors.

## Article 14 - Confidentiality / professional secret clauses

The selected service provider undertakes to observe total discretion in all matters relating to the facts and information of which he became aware during the performance of his assignment.

Any member of the team assigned to the mission covered by this contract who contravenes the aforementioned obligation of professional secrecy would expose himself to legal proceedings.

## Article 15 - 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 16 - 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 17 - 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 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 18 - Cancellation conditions**

SPA/RAC could cancel this contract through a notification in writing addressed to the tenderer after one of the events indicated in the following paragraphs:

- a. no respect of the deadline of the execution in application of Article 11 (Deadline for the execution of the mission);
- b. in the case described in the Article 12 (Penalty) when the amount is capped at 10% of the total amount of the contract;
- c. non-conformity to the content of the service listed in the technical specification of the present tender documents:
- d. If the tenderer goes bankrupt or into receivership;
- e. If, after a case of force majeure, the holder is unable to execute a substantial part of the Services for a period equal to at least sixty (60) days;
- f. If the tenderer was involved in corruption or fraudulent manipulations in order to obtain the contract or during the execution of the contract. For the purpose of the clause: a person is guilty of "corruption" if he/she offers, gives, solicits or accepts any kind of advantage in order to influence the action of a public official during the selection or the execution of the contract; and undertakes "fraudulent manipulations" which distort or denature the facts so as to influence the selection or the execution of the contract to the detriment of the borrower; by "fraudulent manipulations" is meant any agreement or collusive manipulation of the tenderers (before or after submitting the proposals) so as to artificially maintain the prices of the tenders at levels which do not correspond to prices which would have resulted from free and open competition and which deprive the borrower of the advantages of free and open competition; or
- g. If SPA/RAC, on its own initiative and for any reason whatsoever, decides to terminate the contract.

#### Article 19 - Sponsoring

The production company / consultants may solicit sponsors for in-kind or financial support the production of the film, following SPA/RAC approval.

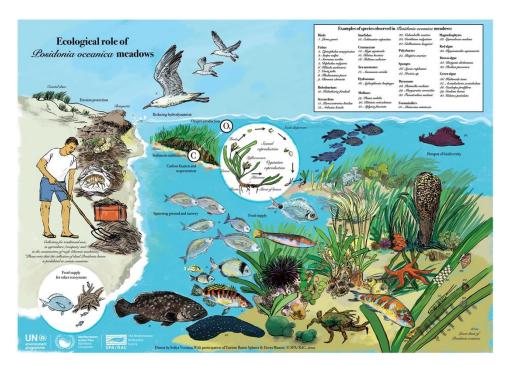
# Annex 1 List of films/cartoons we like

Film	We like
Richard twice	The storytelling, the voice over, the soundtrack
Peel	The style of the drawings, simple, sketch-like,
	and at the same time, precise enough to allow
	people to be recognized
Is The Man Who Is Tall Happy?	Creativity
	The integration of interview images and
	cartoons
Breathe Cleaner Air in Mediterranean Region	Combination of real image and drawings
with MED SOx ECA	
GULAG	The integration of interview images and
	beautiful drawings, even if the animation is
	reduced to a minimum

## SPA/RAC graphic universe











Annex 2
Overview of some indicative profiles and stories

Profile	Personal story	Main issues addressed (Cf. Article2)
Profile 1: Amal, woman, Tunisian	Amal has always practiced coastal fishing with her family in the north of Tunisia. She also has a diploma as a fisheries technician, and currently works as a bycatch observer in the framework of the MedBycatch project.  Her background has helped her to gain the trust of the most reluctant fishers and to convince them to let her take bycatch data on board and participate in future bycatch mitigation tests.	1, 4
Profile 2: Mohamed, man, Tunisian	Mohamed has a long history with sharks. His father is one of the most renowned shark fishers in Tunisia, and it is with him that he learned the metier. His fishing studies have allowed him to perfect his techniques, while at the same time developing an environmental conscience.  Involved in the observation programme, Mohamed is now taking on a new role, that of a fisherman committed to saving the most vulnerable shark species. As fisher and observer, he may testify how much the work of observer is difficult.	5, 6
Profile 3: Ahmed, man, Tunisian	Ahmed trains future fishery captains at the AVFA. He is also one of the first observers in Tunisia and the one who is most often at sea. He does everything possible to help newcomers to the observer programme to become operational very quickly. His objective is to create a network of observers in Tunisia, and to make it sustainable.	2, 3

# Annex 3 Submission letter

For companies:  I, the undersigned manager of recorded in the commercial register on under the number domiciled at
For consultants:  I, the undersigned consultant, recorded in the commercial register on under the number
After having taken due note of the documents of the <b>Call for tenders N°33/2021_SPA/RAC_Learning&amp; Sharing Project</b> launched by SPA/RAC and related to the Production of a short film on bycatch observation best practices
I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer
The total price of my bid amounts to (
I take due note of the fact that you are not obliged to proceed with the tendering procedure and that I cannot claim a compensation.
I pledge that the conditions in my tender will remain valid for a period of one hundred and twenty (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 contract into the bank current account of the Bank
In, on/ 2021
(Name, first name and function) Right for submission (Signature and stamp)