



**Mediterranean
Action Plan**
Barcelona
Convention



**Call for consultancy N°52/2024_SPA/RAC_ Marine Litter MED PLUS
Project**

**TERMS OF REFERENCE FOR THE PROVISION
CONSULTING SERVICES**

**Elaboration and implementation of National Operational Strategy for the
monitoring of Candidate Indicator 24 in Libya**

Marine Litter Med Plus Project's Activities

November 2024

**This call for consultancy document is available only in English.
Offers could be made either in English or French.**

TECHNICAL SPECIFICATIONS

1. Introduction and General Framework :

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), 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. The centre works under the auspices of the United Nations Environment Programme / Mediterranean Action Plan (UNEP/MAP) - Barcelona Convention Secretariat, based in Athens, Greece. The main objective of SPA/RAC is to contribute to the protection, conservation and sustainable management of marine and coastal biological diversity in the Mediterranean and the creation and effective management of marine and coastal areas of natural and cultural value and the conservation of threatened and endangered species of flora and fauna in the Mediterranean. For further information, please consult www.spa-rac.org.

Benefiting, benchmarking, and building upon the successful outcomes of the previous phases of the [Marine Litter I & II projects](#), executed since 2016, the Marine Litter MED PLUS project (2024–2027), funded by the European Union, further supports and expands the implementation of the [updated Regional Plan on Marine Litter Management in the Mediterranean](#). It targets national, sub-regional, and regional levels, focusing on southern Mediterranean countries. The project will enhance [the Integrated Monitoring and Assessment Programme for Marine Litter \(EO10\)](#), including its upgrade, and foster interregional cooperation for more effective marine litter management across the seas.

The overall objective of the Marine Litter MED PLUS project (2024- 2026) is to reduce and prevent the generation of marine litter in the Mediterranean Sea through an expanded implementation of key reduction and prevention measures as provided in the updated Regional Plan on Marine Litter Management in the Mediterranean. The project aims to enhance the implementation of the selected measures in terms of geographical scope and impact and to support the upgrade of IMAP EO10, including IMAP Candidate Common *Indicator 24 "Trends in the amount of marine litter ingested by marine organisms or in the marine environment focusing on selected mammals, marine birds, and marine turtles"*.

As one of the project components and executing Partner for activities related to the development and implementation of the IMAP Candidate Indicator 24 monitoring programme at the national level, SPA/RAC will support the beneficiary countries (Algeria, Egypt and Libya) in the preparation of their national **Operational Strategy and monitoring programme for the IMAP Candidate Indicator 24** as well as the **implementation and operationalization** of this programme and the submission of the related collected data to the IMAP Info System.

2. Purpose of the consultancy

The main objective of this consultancy is to provide full support for the SPA/RAC to implement the activities related to the Marine Litter Med Plus Project in **Libya** by performing the tasks described in the following section.

3. Tasks to be undertaken

To implement the activities of the Marine Litter Med Plus Project in Libya, the consultant will be responsible for the following tasks, to be carried out with the support of SPA/RAC and the SPA/DB Focal point:

Task 1: Elaborate the **National Operational Strategy** for the monitoring of Candidate Indicator 24 based on the regional operational strategy

Task 2: Ensure the **Presentation and adoption of the National Operational Strategy at national level**

Task 3: **Launch and implement the National Monitoring Programme of Candidate Indicator 24** in collaboration with national institutes and relevant national authorities.

Task 4: Train and enhance the capacities of the national team involved in monitoring IMAP Candidate Indicator 24 through the **organization of capacity-building meetings and targeted technical training.**

Task 5: **Collect standardized data on marine litter ingested/entangled by sea turtles according to the SPA/RAC-INDICIT protocol on monitoring interactions between marine litter and turtles (ingestion and entanglement)** to harmonize data collection methods for monitoring and assessment and evaluate how GES (Good Environmental Status) can be achieved.

Task 6: **Submission of the collected data to the IMAP Info System.**

The following reference reports have to be consulted:

- UNEP-MAP-SPA/RAC-MedPOI, 2019, Regional Operational Strategy for Monitoring IMAP Candidate Indicator 24,
- UNEP-MAP-SPA/RAC, 2021, The National Action Plan for the Conservation of Marine Turtles and Their Habitats in Libya, by A. Hamza.
- UNEP-MAP-SPA/RAC, 2021, Marine Turtle Research and Conservation in Libya: A contribution to safeguarding Mediterranean Biodiversity
- Protocols for Monitoring Interactions between Marine Litter and Marine Turtles (Ingestion and Entangling) with a view to Harmonising Methods of Data Collection for Monitoring and Assessment.

4. TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The time duration of this contract is **eighteen (18) months** starting from the date of its signature. The maximum number of effective working days needed to perform this assignment is twenty-six (26) effective working days, including the one (1) day of the capacity-building session.

The contract deliverables and timeline of their submission should be carried out in conformity with the following table:

Deliverable/details	Deadlines
Deliverable 1: <u>First draft</u> Report on the National Operational Strategy for the monitoring of CI 24 in Libya	30 December 2024
Deliverable 2: <u>Final draft</u> Report on the National Operational Strategy for the monitoring of CI 24 in Libya that takes account of national consultation and approval	31 January 2025
Deliverable 3: <u>First Progress report</u> about the implementation of the national monitoring programme	30 June 2025
Deliverable 4: <u>Midterm Progress report</u> about the implementation of the national monitoring programme including the financial aspects	30 September 2025
Deliverable 5: <u>Final report</u> on the implementation of the national monitoring programme -including the financial aspects	31 December 2025
Deliverable 6: <u>Report on the organization</u> of capacity-building activities for national teams being involved in the monitoring of IMAP Candidate Indicator	31 December 2025
Deliverable 7: <u>Note about the submission data of the collected data to the IMAP Info System/contact in Libya</u> (e.g., Excel file...)	30 June 2026

5. Supervision and Collaboration

The consultant will work under the direct supervision of the SPA/RAC Programme officer in charge of the Species Programme and the overall supervision of the SPA/RAC Director.

The work will be closely coordinated with the Marine Litter MED Plus Project Management Unit (MED POL).

6. Skills and experience required of the consultant

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

- ✓ Advanced university degree in marine environmental sciences (marine ecology, marine biology, fisheries sciences, marine pollution or a related field)
- ✓ At least five (5) years of progressively responsible work and experience in monitoring and assessing marine and coastal biodiversity
- ✓ Possess relevant experience and knowledge related to the implementation of the regional action Plan for the conservation of threatened species (Marine Turtles; marine mammals...) or/ and to Ecosystem Approach in the Mediterranean, including participation in related training sessions.
- ✓ Ability and proven experience in designing, planning, organizing, facilitating and delivering effective training sessions.
- ✓ Strong interpersonal skills and the ability to communicate and work well with diverse stakeholders.

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Are eligible for the call for consultancy, individual consultants, who have proven skills and experience according to the expert profiles specified in section 6. of the technical specifications.

ARTICLE 2 - COMPOSITION AND PRESENTATION OF THE OFFER

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

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

The estimated number of net working days to implement the tasks and deliverables of this contract is **26 effective working days (WD)** including the capacity-building session (**1 day**).

They are estimated as follows:

Deliverables 1 and 2: **10 days**

Deliverables 3, 4 & 5: **10 days**

Deliverables 6: **03 days**

Deliverable 7: **03 days**.

2.1. Technical offer

The technical offer must contain:

1. A cover letter outlining the consultant(s)'s suitability for the job.
2. A curriculum vitae (CV) including educational background with copies of university diplomas, qualifications, professional experience, and references to relevant previous works and publications. **Relevant studies and publications should be highlighted in bold.**
3. Documents/URL links/certificates that support the relevant references must be presented.
4. A detailed methodological note on how the consultant intends to approach and implement the assignment.
5. A detailed time planning schedule.

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

2.2. Administrative documents

The administrative folder should include the following administrative documents:

1. Document certifying the ability to practice this profession (registration certificate, for example) according to the legislation of their country with the tax number on it.
In cases where the bidder has an academic profession (Researcher or University teaching staff), a sworn statement that he/she is complying with the law applicable to taxes and

fees in force in his/her country would be accepted.

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

If the original administrative documents are not in English or in French, they 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 seven (7) days. If after ten (7) days, the documents are still not complete the offer will be eliminated.

2.3. Financial offer

The financial offer must be expressed in **USD**, in both **tax-free** and **all tax-included prices**. It should include all the costs connected to the provision of the service.

It is important to note that the financial offer should detail the number of working days (person-days), as well as the allocation of funds to each of the various tasks and deliverables, and to any necessary equipment and/or supplies.

The financial offer should also include:

- A 'Submission letter', using the template attached in **Annex 1**.
- 'The details of the global price' using the template in **Annex 2**.

ARTICLE 3 - SUBMISSION

Offers must be received electronically at the following e-mail address:

procurement@spa-rac.org, before **8 December 2024 at 11:59 pm UTC+1 (Tunis Time)**.

E-mails should have the following subject: "**Call for consultancy N°52/2024_SPA/RAC– Coordination and implementation of the Marine Litter Med Plus Project's Activities in Libya – '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: procurement@spa-rac.org, no later than ten (10) calendar days before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

The payment will be made as follows:

- **30%** of the total amount of the contract, after submission of **deliverables 1 and 2** (their approval by SPA/RAC)

- **30%** of the total amount of the contract, after submission of **deliverables 3, 4 and 5** (their approval by SPA/RAC)
- **15%** of the total amount of the contract, after **running the capacity building workshop** and submission of **deliverable 6** and its approval and validation by SPA/RAC
- **15%** of the total amount of the contract, after submission of **deliverable 7** and its approval and validation by SPA/RAC
- **10% (balance)** will be paid after the completion of the work and submission of all its final version deliverables and delivery by SPA/RAC of the final acceptance certificate. 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 contracting expert/organisation. **Payments shall be made to a bank account held by the bidder in his/her resident country and where his/her pays the taxes.**

ARTICLE 6 – EVALUATION PROCEDURE

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

6.1. Technical evaluation

The technical offer(s) will be first examined, while the financial offer(s) remain sealed.

Applications will be evaluated based on the following criteria:

- (i) Profile (experience, references and diploma) of consultants with the subject of the present mission (**50 Points**);
- (ii) The methodology proposed for conducting the mission, and observations/analysis on the terms of reference (**40 points**);
- (iii) Detailed time planning schedule, work organization and sequential chronogram of intervention (**10 points**).

Technical Evaluation Grid			
Criteria			Scoring
Expert	Experience	<ul style="list-style-type: none"> ☒ Advanced university degree in marine environmental sciences (marine ecology, marine biology, fisheries sciences, marine pollution or a related field ☒ At least five (5) years of progressively responsible work and experience in monitoring and assessing marine and coastal biodiversity ☒ Possess relevant experience and knowledge related to the implementation of the regional Action Plan for the conservation of threatened species (Marine Turtles; marine mammals...) or/ and to Ecosystem Approach in the Mediterranean, including participation in related training sessions. 	<p><u>45 points maximum</u> (5 points/reference)</p>

		<ul style="list-style-type: none"> ☒ Ability and proven experience in designing, planning, organizing, facilitating and delivering effective training sessions. ☒ Strong interpersonal skills and the ability to communicate and work well with diverse stakeholders. 	
		No similar studies	0 point (<i>In this case the offer is eliminated</i>)
	Diploma	A postgraduate degree in marine biology, ecology, or environmental science	5 points maximum
		University degree in the above-mentioned disciplines	2.5 point
	No university degree	0 point (<i>In this case the offer is eliminated</i>)	
Methodology and Relevance to the study terms of reference	Methodology is clearly presented, well-developed and meets the study terms of reference and objectives (<u>the presentation of improvements and innovations is desirable</u>)		40 points maximum
	Methodology is clearly presented, well developed and meets the study terms of reference and objectives		25 points
	Methodology is not developed but meets the study's terms of reference and objectives		15 points
	Methodology is not clearly presented and does not meet the study terms of reference and objectives, Or No methodology presented		0 point (<i>In this case the offer is eliminated</i>)
Detailed time planning schedule, organization and sequential chronogram of intervention of the team experts	Planning is clearly presented, well developed and meets the study terms of reference and objectives		10 points maximum
	Planning is not developed but meets the study's terms of reference and objectives		5 points
	Planning is not clearly presented and does not meet the study terms of reference and objectives, or No planning presented		0 points (<i>In this case the offer is eliminated</i>)
Total score (100 points maximum)		 points

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

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.

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

ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The bidder will work under the supervision of SPA/RAC. The bidder will submit a draft and final version of deliverables within the timeline outlined in section 4 of the technical specifications.

ARTICLE 8 - PENALTY

In the absence of completion by the consultant of the services at his/her charge within the contractual deadlines envisaged in section 4. of the technical specifications (Time duration), it will be applied as of right and without notice, a penalty of one two hundredths (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 5% 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 9 - 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 will remain the property of 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 control and authorize, where appropriate, 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 present contract, will become and remain the property of SPA/RAC, and the consultant will submit all of 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 10 - 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 experts assigned to the mission covered by this contract who contravenes the aforementioned obligation of professional secrecy would expose himself to legal proceedings.

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 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 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 in section 4. of the technical specifications (Time duration of the contract, deliverables & timeline);
- 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/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 15 - CONFLICT OF INTERESTS

15.1. 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.

15.2. 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 goods, works or services means for any project stemming from the Services or closely connected with the present contract services (except for the implementation of the present contract services and their continuation).

ARTICLE 16 - PROVISIONAL AND FINAL ACCEPTANCE

The provisional acceptance is pronounced after the complete completion of the services covered by this consultancy i.e., after the completion of the service described in section 3. (Tasks and expected deliverables) and section 4. (Time duration of the contract, deliverables & timeline). 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 certificate will only be delivered once the service provider has fulfilled all his obligations resulting from section 3. (Tasks and expected deliverables) of the "Technical Specifications" and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX 1

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 bid is (.....) Euro.

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 ***** days (XXX 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 GLOBAL PRICE

The bidder, in support of its bid, should provide a breakdown of each unit price according to the following model:

Designation	Unit price	Number of effective working days	Total
Expert 1 Fees			
Other costs necessary for the proper execution of the present consultancy			
		Total	

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)