



**Mediterranean
Action Plan**
Barcelona
Convention



CALL FOR CONSULTANT N°36/2024_SPA/RAC_MASE

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

**ELABORATION OF AN OVERVIEW ON THE STATUS OF
ELASMOBRANCH IN THE ADRIATIC REGION**

September 2024

A. TECHNICAL SPECIFICATIONS

1. CONTEXT

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established in Tunis in 1985 by the Contracting Parties to the Barcelona Convention to help Mediterranean countries implement the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/DB Protocol), which came into force in 1999. The centre works under the umbrella of the Mediterranean Action Plan of the United Nations Environment Programme - Secretariat of the Barcelona Convention (www.unepmap.org), based in Athens, Greece. The main objective of SPA/RAC is to contribute to the protection, preservation and sustainable management of marine and coastal areas of particular natural and cultural value and of threatened and endangered species of flora and fauna in the Mediterranean. The main task is to provide the technical and financial assistance needed by the countries to implement the activities planned as part of the implementation of the directives of the Barcelona Convention, in particular through its medium-term strategy 2022-2027 and, in particular, the work programme for the 2022-2023 biennium.

Cartilaginous species, including elasmobranchs (sharks and rays) and chimaeras, are by far the most endangered group of marine species, as showed in the IUCN Red List: 39 species are critically endangered, endangered, or vulnerable, and 13 % are data deficient (DD). The Mediterranean is considered a biodiversity hot spot for this groups, being at the same time the area in the world with the highest proportion of threatened species because of the overfishing, the wide use of non-selective fishing practices, and the habitat degradation. In fact, there is evidence that the elasmobranchs of the area are declining in abundance, diversity, and range due primarily to the intense fishing activity. The Mediterranean Sea has lost more than 97 percent in number and “catch weight” of their elasmobranch’s population over the last 200 years (Fretty et al., 2008) Although the Mediterranean chondrichthyan fish fauna has been studied for a long time, scientific research still needs to be undertaken to study the biology, ecology, population dynamics and status of stocks of most of the species. These studies are necessary to better understand their ecological role, the impact of the identified threats as well as the mitigation measures. Based on an overview report on the status of elasmobranch in the Adriatic region, three key actions will be implemented: monitoring, management and national capacities building.

The Action Plan for the conservation of the chondrichthyan populations of the Mediterranean have been adopted by the Contracting Parties to the Barcelona Convention in 2003, and updated three time in 2009, 2013 and 2019, as a response to growing international concern about the status of these species in the Mediterranean.

In this context, SPA/RAC received a financial support under the bilateral agreement between UNEP/MAP and Ministero dell'ambiente e della sicurezza energetica (MASE), to assist the implementation of the POW 2024-2025 SPA/RAC activities.

With this regard, the SPA/RAC is supporting the Adriatic region for the Elaboration of an overview on the status of elasmobranch. This action entails conducting a comprehensive analysis to assess the current status of elasmobranch populations in the Adriatic region. The analysis will focus on evaluating existing monitoring, research, management, and conservation efforts, pinpointing areas where further action is needed. By identifying gaps and shortcomings in these areas, the overview could serve as a roadmap for future initiatives aimed at safeguarding elasmobranch species in the Adriatic.

2. OBJECTIVE

The objective of this consultancy is to elaborate an overview on the status of elasmobranch in the Adriatic region.

The ultimate goal of this overview is to identify gaps and shortcomings in current efforts and provide a detailed roadmap for future initiatives aimed at safeguarding elasmobranch species in the Adriatic in line with national and regional action plan for the conservation of threatened species.

By highlighting areas needing additional attention and resources, the overview will guide stakeholders, policymakers, and fisheries managers in their efforts to protect these vital marine species.

3. TASKS AND EXPECTED RESULTS

The Consultant is expected to elaborate an overview on the status of elasmobranch in the Adriatic region by performing the following tasks below.

The consultant will be expected to make innovative use of online networking, questionnaires, surveys, etc. to obtain the required information and conduct needed consultations.

4. **Assessment of Current Monitoring Programmes:** A detailed review of existing monitoring programs will be conducted to assess how effectively elasmobranch populations are being tracked. This includes examining the methodologies used, the frequency of data collection, and the geographical coverage of these programmes.
5. **Evaluation of Research and Evaluation Efforts:** Compile and evaluate the existing research on elasmobranch species in the region, identifying key findings, trends, strengths, weaknesses and gaps in knowledge. This includes examining studies on their biology, behavior, habitat use, and population dynamics, as well as studies relevant for elasmobranchs ecology, including studies on key prey species and important habitats. Summarize the assessments of Adriatic elasmobranchs species (including fisheries and species status assessments such as stock status assessments and IUCN red list). Special attention will be given to the availability of data on species that are particularly vulnerable or of high conservation concern.
6. **Analysis of Management and Conservation Strategies:** The effectiveness of existing management strategies will be assessed. This involves reviewing policies and regulations aimed at protecting elasmobranchs, such as fishing quotas, marine protected areas, and restrictions on bycatch at regional and national level, and where relevant at local level (e.g. co-management plans in small-scale). The analysis will seek to determine how well these strategies are being implemented and enforced at national and regional levels.
7. **Conservation Initiatives:** The scope and impact of conservation initiatives currently in place will be evaluated. This includes both government-led and non-governmental organization (NGO) efforts, as well as community-based conservation projects. The success of these initiatives in enhancing elasmobranch conservation and raising public awareness will be a focal point.
8. **Identification of Gaps and Needs:** Pinpoint areas where further action is necessary, including gaps in data, research, policy, awareness actions and transboundary collaboration/cooperation to enhance the conservation status of elasmobranch in the Adriatic region.
9. **Recommendations:** Develop and propose detailed recommendations, in line with the regional Action Plan for the conservation of the chondrichthyan populations of the

Mediterranean, to enhance the conservation and management of elasmobranch species in the Adriatic region and to address the identified gaps. for future initiatives, policies, and actions needed and

4. TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The planned duration of the mission is **40 days** from the date of the last signature of the related contract.

The maximum number of effective working days needed to perform this assignment is **20 days**.

The various reports and their respective deadlines are listed in the table below:

Deliverables	Deadline
Deliverable 1: Detailed methodology and chronogram for the execution of the mission	2 days after the signature of the contract
Deliverable 2: Draft detailed and illustrated summary report of the overview on the status of elasmobranch in the Adriatic region.	20 days after the submission of the detailed methodology and chronogram for the execution of the mission
Deliverable 3: Final detailed report of the overview on the status of elasmobranch in the Adriatic region.	15 days after the submission of the Draft report

5. SKILLS AND EXPERIENCE REQUIRED OF THE CONSULTANT

This call for consultancy is addressed to consultants with :

- Advanced degree in environmental marine sciences, conservation of threatened and endangered species and habitats; particularly on cartilaginous fishes in the Mediterranean Sea.
- A minimum of seven (7) years' experience in conducting conservation activities in marine environment of threatened and endangered species and habitats: particularly on cartilaginous fishes in the Mediterranean Sea.
- Excellent knowledge of global, regional and national policy frameworks /requirements for the conservation of species and habitats, notably in the Mediterranean, with a focus on the Adriatic region.
- Excellent writing and communication skills in English or in French, would be an advantage.
- Strong interpersonal skills and the ability to communicate and work well with diverse stakeholders.

6. MAXIMUM BUDGET AVAILABLE

A maximum total budget of 11 000 US dollars (USD), inclusive of all taxes, is available for this call. Any financial offer exceeding this budget will be eliminated.

B. ADMINISTRATIVE SPECIFICATIONS

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

This consultation is open to consultants with an advanced degree in environmental marine sciences, conservation of threatened and endangered species and habitats; particularly on: cartilaginous fishes, and an excellent knowledge of global, regional, and national requirements for the conservation of species and habitats, notably in the Mediterranean, with a focus on the Adriatic region.

ARTICLE 2 - COMPOSITION AND PRESENTATION OF OFFERS

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:

1. A cover letter outlining the consultant's suitability for the job.
2. A curriculum vitae (CV) including: high education (at least 4 years of higher education) with copies of university diplomas, qualifications, professional experience, and references to previous relevant works and publications **highlighted in bold and particularly relevant studies**.
3. Documents/URL links/certificates that support the relevant references presented.
4. A detailed methodological note presenting the consultant vision for the project and how it mirrors the assignment objectives and scope, the methodological approach, organization of the work, and comments on the terms of reference, if needed.
5. A detailed time planning schedule, organization and sequential chronogram of intervention of consultant expert, the consulting firm intends to apply to implement this mission.

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

2.2. Administrative documents

The administrative folder should include the following administrative documents:

1. Document certifying the ability to practice this profession (e.g., registration certificate) according to the legislation of their country with the tax number on it; or a sworn statement signed by the consultant agreeing to comply with the law applicable to taxes and duties in force in their country.
2. A sworn statement that the bidder is undertaken to comply with the law applicable to taxes and duties in force in his/her country.

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

Should any of the administrative documents be missing, the tenderer will be contacted to complete the missing offer documents within a period of five (5) days. If after a period of five (5) days, the documents are still not complete the offer will be eliminated.

2.3. Financial offer

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

The financial offer should also include:

- 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

Proposals must be received electronically at the following e-mail address procurement@spa-rac.org, before **13 October 2024 at 23h59 UTC+1 (Tunis Time)**. E-mails should have the following subject:

«CALL FOR CONSULTANCY N°36/2024_SPA/RAC_MASE- Elaboration an overview on the status of elasmobranch in the Adriatic region. - 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, tenders may submit a written request by e-mail to: car-asp@spa-rac.org ; cc: lobna.bennakhla@spa-rac.org, wassim.gaidi@spa-rac.org and assistant2@spa-rac.org no later than five (5) calendar days before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

The fees/payments relating to this contract, the amount of which is set out in the tender, will be paid within 30 days of receipt of the invoice and related supporting documents and/or validation by the SPA/RAC.

The terms of payment are as follows:

- **The 1st Instalment of 30%** will be paid upon submission of the **deliverables 1** and **deliverables 2** and after their review and approval by SPA/RAC;
- **The 2nd Instalment of 70%** of the total amount after receipt of the **deliverables 3** and validation by SPA/RAC of all the materials related to the assignment. This payment is also conditional upon a certificate from the SPA/RAC attesting that the service provider has fulfilled all its contractual obligations and duties to the satisfaction of the SPA/RAC.

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

ARTICLE 6 - EVALUATION PROCEDURE

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

6.1. TECHNICAL EVALUATION

A technical score will be awarded to the tender out of a maximum score of 100 points, on the basis of the following criteria:

1. **Profile (experience and qualifications)** of the consultants in relation to the subject of this assignment (**60 points**);
2. The **proposed methodology** for carrying out the assignment (**30 points**);
3. The detailed schedule and timetable (including an intervention chronogram) (**10 points**).

Technical evaluation grid		
Criteria		Scoring
Consultant Expert	Experience	- A minimum of seven (7) years' experience in conducting conservation activities in marine environment of threatened and endangered species and habitats: particularly on cartilaginous fishes in the Mediterranean Sea, with a focus on the Adriatic region. 40 points maximum (10 points/reference in the Mediterranean /+ 1 point for cartilaginous fishes study)
	Diploma	Advanced degree (PhD) in environmental marine sciences, conservation of threatened and endangered species and habitats; particularly on cartilaginous fishes in the Mediterranean Sea. 20 points maximum
		University degree (Master degree) in the above-mentioned disciplines. 10 points
		No university degree 0 point (in this case, the tender is eliminated)
Proposed methodology for carrying out the assignment	Well-developed methodology that responds precisely to the terms of reference 30 points maximum	
	Methodology fairly well-developed and in line with the terms of reference 20 points	
	Methodology fairly developed and more or less in line with the terms of reference 10 points	
	Methodology not in line with the terms of reference or no methodology presented 0 point (in this case, the tender is eliminated)	
Detailed planning and timetable (including an intervention chronogram)	A coherent, well-structured schedule and timetable that accurately reflects the terms of reference 10 points maximum	

	Planning and timetable moderately coherent and structured but in line with the terms of reference	5 points
	Planning and Timetable not complying with the terms of reference or not submitted	0 point (in this case, the tender is eliminated)
Total score (maximum 100 points)		... points

IMPORTANT: Any tender that does not reach the minimum score of 80 points is eliminated. If no tender achieves 80 points, the tender procedure is declared unsuccessful.

Once the technical evaluation work has been completed, the Committee awards a final technical score to each tender.

Technical score = (final score of the technical offer in question / final score of the best technical offer) x 100.

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:

Financial score = (amount of the lowest accepted offer/amount of the offer in question) x 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.

Technical-financial score = (Technical score x 0.80) + (Financial score x 0.20)

If two offers obtain the same weighted technical-financial scores, preference will be given to the applicant in the following order:

- having obtained the best technical score.
- having obtained the best score for methodology.
- having obtained the best total score for experience and qualifications of experts.

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

ARTICLE 7- MONITORING, CONTROL AND VALIDATION OF THE WORK

The contractor will work under the supervision of a monitoring committee to discuss, validate and finalise the various phases, tasks and deliverables.

The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 3 (TASKS AND EXPECTED RESULTS) and section 4 (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE) 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 OF THE CONTRACT, DELIVERABLES & TIMELINE), 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 10% of the total amount of the contract in ATI. When this threshold is reached, SPA/RAC reserves the right to terminate the contract at the holder's fault, in accordance with Article 13 (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 shall be allowed to SPA/RAC. The provider recognizes that such rights include, but are not limited to, copyright and other rights in written material, sound and video recordings (including films), maps, photographs, etc. as well as patents and other rights in inventions, and that the said rights enable SPA/RAC to 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 contract, will become and remain the property of SPA/RAC, and the consultant will submit them to SPA/RAC.

The provider does not have the right to use or copy the products resulting from this consultancy, whatever their form or their media, without the explicit written non objection of the SPA/RAC."

ARTICLE 10 - 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 11 - LIABILITY AND INSURANCE

SPA/RAC does not accept any liability for acts of third parties, accidents, sickness, or 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 they or any involved staff will be covered by appropriate insurance.

ARTICLE 12 - FORCE MAJEURE

Force majeure means any event outside the control of a party so that it is impossible for one party to carry out his obligations or the implementation of these obligations becomes so difficult that it is considered to be impossible to carry them out under such circumstances.

The party which invokes force majeure must inform its co-contractor within seven (7) days of its occurrence so that the contractual deadline will be suspended with a joint agreement between the parties for the period which is covered by the case of force majeure.

SPA/RAC has a right to assess the circumstances of the impediments invoked by the holder as a case of force majeure to see if they are convincing, and if this should not be the case, then the days of discontinued work will be accounted for as days of delay.

Failure by either party to fulfil any of its contractual obligations does not entail a contract termination or failure to fulfil its contractual obligations if such a failure is due to a case of force majeure, if the party that finds itself in such a situation has done the following:

- a. has taken all the reasonable precautions and measures to allow it to comply with the terms and conditions of the contract; and
- b. has informed the other party of the event, as soon as possible. Any timeline given to a party for the execution of its contractual obligation will be prolonged by a period which is equal to the period during which that party was prevented from fulfilling its obligations.

Any timeline given to a party for the execution of its contractual obligations will be prolonged by a period which is equal to the period during which that party was unable to fulfil its obligations due to the case of force majeure.

ARTICLE 13 - 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 for the deadline of the execution in the application of section 4 of the technical specifications (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE);
- b. in the case described in Article 9 (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 specifications of the present consultancy (section 3 of the technical specifications: TASKS AND EXPECTED RESULTS)
- 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 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 14 – CONFLICT OF INTERESTS

14.1. 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.

14.2. 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 present contract services (except for the implementation of the present contract services and their continuation).

ARTICLE 15 - PROVISIONAL AND FINAL ACCEPTANCE

The provisional acceptance is pronounced after complete completion of the services covered by this consultancy i.e., after the completion of the service described in section 3 (*tasks and expected results*) and section 4 (*time duration of the contract, deliverables & timeline*) of the technical specifications. The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report issued by the SPA/RAC no later than 30 days from receipt of the deliverables and at the written request of the service provider and the signing of a report of completion of the work/services jointly by the service provider and SPA/RAC. The Service Provider shall, however, correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

Final acceptance will be given one (1) month after the date of provisional acceptance without reservation of the contract. The final acceptance report will only be delivered once the service provider has fulfilled all his obligations resulting from section 3 (*tasks and expected results*) and section 4 (*time duration of the contract, deliverables & timeline*) of the technical specifications and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

I, the undersigned, Mr., after having taken due note of the dossier documents of the call for consultancy N° launched by, pertaining to a mission of I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is () USD ATI.

I take due note of the fact that you are not obliged to proceed with the tendering procedure and that I cannot claim a compensation.

I pledge that the conditions in my offer will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the date for the deadline for the receipt of tenders.

SPA/RAC pledges to pay the amount after the signing of a contract into the bank current account of the Bank In the name of Under the number of RIB (BIC – IBAN)

In, on

(Name, first name and function)
Right for submission (Signature)

ANNEX 2

DETAILS OF GLOBAL PRICE

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

Designation	Unit price (\$)	1 st phase		2 nd phase		Total phases (1+2)	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
Expert							
Fees Expert							
Other fees							
Other costs necessary for the proper performance of this assignment							
Sub-total/Expert							
						Total (\$)	

Amount of the offer is fixed at the sum of..... All Taxes Included (ATI).

(Signature of the bidder)