



**Mediterranean  
Action Plan  
Barcelona  
Convention**



**CALL FOR CONSULTANCY N°15/2024\_SPA/RAC**

**TERMS OF REFERENCE  
FOR THE DEVELOPMENT OF A COMMUNICATION PLAN  
FOR SPA/RAC**

**JULY 2024**

## TECHNICAL SPECIFICATIONS

### 1- Context and justification

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was created in 1985 by the Contracting Parties to the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention).

The Centre, based in Tunis, Tunisia, operates under the auspices of the United Nations Environment Programme / Mediterranean Action Plan (UNEP/MAP) - Secretariat of the Barcelona Convention based in Athens, Greece.

The primary mission of SPA/RAC is to support the Contracting Parties to the Barcelona Convention in their efforts to conserve marine biodiversity in an effective and coordinated manner in accordance with the provisions of the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) of the Barcelona Convention.

As part of its mission, SPA/RAC aims to develop a communication plan aligned with its [communication strategy \(2025\)](#) to enhance its visibility, promote its activities, strengthen stakeholder engagement, and enhance its mission of information, awareness, and education.

### 2- Objectives

The objective of this consultation is to assess the current situation, develop a communication plan to be implemented from the last quarter of 2024 to the end of 2025 in light of this assessment, and identify orientations for the 2026-2027 biennium.

The communication plan should identify specific activities to be implemented, the schedule, necessary tools and human and financial resources, taking into account SPA/RAC's Programme of Work's priorities and available budgets.

### 3- Tasks to be undertaken

The expected service should result in the following deliverables:

- Diagnostic analysis, improvement axes, and general recommendations
- Integrated communication plan with well-defined follow-up objectives, particularly for digital
- Strategic guidelines for the 2026-2027 biennium

The communication plan must primarily address SPA/RAC's work programme priorities for 2024-2025 in terms of communication, namely:

- For digital: improve online presence and visibility and social media engagement. SPA/RAC has a website ([current](#) and [new](#)), and pages on [Facebook](#), [LinkedIn](#), [X](#), as well as a [YouTube](#) and [Flickr](#) account.
- Promote the 40th anniversary of SPA/RAC (May 2025 in Turkiye) to celebrate 40 years of achievements in favor of biodiversity and protected marine areas in the Mediterranean and reinforce commitment to conservation objectives.

The communication plan should also contribute to achieving the thematic objectives identified with SPA/RAC programme officers (Cf. Annex 3).

#### 4. Deliverables and deadlines

The expected deliverables are:

- Diagnostic analysis, axes for improvement, and general recommendations
- Integrated communication plan with well-defined follow-up objectives, particularly for digital
- Strategic guidelines for the 2026-2027 biennium

The tasks to be implemented are expected to need a maximum of 20 working days. The mission duration should not exceed 7 weeks from the date of contract signature by both parties:

- A kickoff meeting will be held with the service provider for mission start and exchanges will continue for a maximum of two weeks from mission start to provide the service provider with all necessary elements for their mission.
- Deliverable 1 (Diagnostic analysis) must be delivered to SPA/RAC no later than 5 days after the end of the two-week exchange period.
- Comments on Deliverable 1 and the start of work on Deliverable 2 will be communicated to the service provider by SPA/RAC within a maximum of 1 week from the receipt of the Assessment report.
- The consultant(s) must deliver the draft communication plan and Strategic guidelines no later than 14 days after the notification of the start of this phase.
- The final version will be submitted by the consultant no later than 3 days after a consultation meeting during which SPA/RAC will share questions and communicate comments and revisions to the consultant.

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
Phase 1 (Diagnostic analysis: Kickoff meetings and consultations + reporting/information delivery)							
Deliverable 1							
Phase 2 (Communication Plan and Strategic guidelines)							
Deliverable 2 (Draft)							
Consultation meeting							
Deliverable 2 (Final)							

### **5-Supervision and collaboration**

The service provider will work under the supervision of the SPA/RAC director and in close collaboration with the SPA/RAC communication officer and programme and project officers.

### **6- Skills and experience required**

Proven skills in developing communication strategies and plans in the field of marine environment and digital communication.

## ADMINISTRATIVE SPECIFICATIONS

### Article 1- Conditions for participation in the consultancy

Eligible for this consultation are communication agencies or groups of individual consultants.

Agencies must propose a lead expert who may be supported by other experts to complement their respective areas of expertise or for other reasons that must be specified in the offer.

Individual consultants may associate to form a group of consultants to complement their respective areas of expertise or for other reasons. In this case, they must clearly mention that it is a group of consultants and identify the lead consultant who will be the legal representative of the consultant association.

### Article 2. Composition and presentation of offers

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

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

#### 1. Technical offer

It must contain:

##### **For the group of individual consultants:**

1. For each consultant:
  - CV indicating academic background (studies, diplomas)
  - Experience and references in the requested areas of expertise, namely:
    - Development of communication plans in the field of marine environment
    - Digital communication
2. A methodological note on how the consultant(s) intend(s) to approach and implement the mission.

##### **For agencies:**

1. Agency references regarding similar projects (development of communication strategies and plans)
2. For each team member:
  - CV indicating academic background (studies, diplomas)
  - Experience and references in the requested areas of expertise, namely:
    - Development of communication plans in the field of marine environment
    - Digital communication
3. A methodological note on how the agency intends to approach and implement the mission, with presentation of an intervention schedule.

Candidates are encouraged to send links to references and/or share relevant documents. This will facilitate the evaluation of applications.

## 2. Administrative documents

The administrative offer must include the following documents:

### For the group of individual consultants:

1. Document certifying the ability to practice this profession (registration certificate, for example) in accordance with their country's legislation, with the tax number.
2. A sworn statement indicating that the bidder is not in any situation incompatible with the mission or compromising independence in executing the mission.
3. Signed terms of reference (provider's signature and date at the end of the document).

### For agencies:

1. A certificate proving that the tenderer is registered in the commercial register, or the equivalent.
2. A tax certificate, valid on the offer submission date, proving that the consulting firm/service provider company has no outstanding tax obligations.
3. 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.
4. A sworn statement of non-bankruptcy.
5. A sworn statement that the consulting firm/service provider company 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 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.
7. The present call for consultancy 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 five (5) days. If after a period of five (5) days, the documents are still not complete the offer will be eliminated.

## 3. Financial offer

The financial offer must be expressed in dinars for companies or consultants in Tunisia, otherwise in US Dollars, in both tax-free and all tax-included prices. It should include all the costs connected to the provision of the service.

The financial offer should also include the following documents:

- submission letter, using the template attached in Annex 1; and
- the details of the global price using the template in Annex 2.

### 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 25 August 2024 at 23:59 U.T.C.+1.

E-mails should have the following subject: Call for consultancy n°15/2024 SPA/RAC – Communication plan for SPA/RAC.

The e-mail must specify whether it is a group of consultants or an agency.

Proposals received after this deadline will not be considered.

#### **Article 4 - Additional information**

Should questions or need for clarification related to these terms of reference and their content arise, bidders may submit a written request by e-mail to [car-asp@spa-rac.org](mailto:car-asp@spa-rac.org) Cc: [dorra.maaoui@spa-rac.org](mailto:dorra.maaoui@spa-rac.org)  
Request for additional information, if needed, should be done no later than three (03) calendar days before the deadline for the proposal submission.

#### **Article 5 - Terms of payment**

Payment for the mission will be made as follows:

1. A first payment of 30% will be made after the receipt and validation of the report: "diagnostic analysis"
2. A second payment of 50% will be made after the receipt and validation of the "Communication Plan and strategic guidelines."
3. A third and final payment of 20% will be made when the service provider has fulfilled all obligations arising from sections 3 (Tasks to be Undertaken) and 4 (Deliverables and Deadlines) of the "Technical Specifications," and upon receipt of the final version of the deliverables after incorporating all feedback from SPA/RAC. This payment is also conditioned upon a certificate from SPA/RAC indicating that the service provider has fulfilled all contractual obligations to the satisfaction of SPA/RAC.

All payments will be made by bank transfer upon receipt of an invoice from the contractor. Payments will 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:

##### **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:

- General experience of the agency
- Personal experience and academic background of team members involved in the project
- Methodology and intervention schedule

Criterion			Score for Agencies	Score for Consortium of Individual Consultants
<b>Experience of the Agency</b>		Development of communication strategies and plans	<b><u>20 points</u></b> (5 points/project)	<b><u>N/A</u></b>
		No experience	0 points (offer eliminated)	<b><u>N/A</u></b>
<b>Experience and Profile of Team Members</b>	<b>Communication Expert</b>	Development of communication plans in the marine environment	<b><u>20 points</u></b> (4 points/project)	<b><u>30 points</u></b> (6 points/project)
		No similar projects	0 points (offer eliminated)	0 points (offer eliminated)
	University degree in communication or related field	University degree in communication or related field	<b><u>5 points</u></b>	<b><u>5 points</u></b>
		No university degree in the aforementioned field	0 points	0 points
	<b>University degree in communication or related field</b>	Digital communication projects	<b><u>20 points</u></b> (4 points/project)	<b><u>30 points</u></b> (6 points/project)
		No similar projects	0 points (offer eliminated)	0 points (offer eliminated)
	Expert's degree in charge of this activity	University degree in digital communication or related field	<b><u>5 points</u></b>	<b><u>5 points</u></b>
		No university degree in the aforementioned field	0 points	0 points
<b>Methodology and intervention schedule</b>		Methodology very well presented, based on a clear vision and effective approach, fully meeting the terms of reference and project objectives	<b><u>30 points</u></b>	<b><u>30 points</u></b>
		Methodology clearly presented, well developed, and meeting the terms of reference and project objectives	20 points	20 points



		Methodology fairly well developed but clearly meeting the terms of reference and project objectives	15 points	15 points
		Methodology poorly developed and partially meeting the terms of reference and project objectives	10 points	10 points
		Methodology not clearly presented and not meeting the terms of reference and project objectives, or no methodology presented	0 points	0 points

**Note:** An expert can hold more than one position, and more than one expert can be proposed for each position. In this case, each expert will be evaluated separately, and the average score will be assigned to the position.

Any offer that does not achieve a minimum score of 80 points is eliminated. If no offer reaches 80 points, the consultation procedure is declared unsuccessful.

## 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:

$$\text{Financial score} = (\text{amount of the lowest accepted offer} / \text{amount of the offer in question}) \times 100$$

## 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.

#### **Article 7 - Monitoring, control and validation of the work**

The consultant will work under the supervision of SPA/RAC. The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 4 (Deliverables and deadlines) of the technical specifications.

#### **Article 8 – Penalty**

In the absence of completion by the Applicant of the services at his/her charge within the contractual deadlines envisaged in section 4 of the technical specifications (Deliverables and deadlines), it will be applied as of right and without notice, a penalty of one hundredth (1/100) 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 prepare all publications, publicity material and other exploitation of the said works and inventions.

All the plans, drawings, software, photos, videos, data, presentations, study reports and any other documents, elaborated and submitted by the provider to SPA/RAC for the execution of the contract, will become and remain the property of SPA/RAC, and the consultant will submit them to SPA/RAC.

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

#### **Article 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, 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 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:

- has taken all the reasonable precautions and measures to allow it to comply with the terms and conditions of the contract; and
- 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.

### 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:

- no respect for the deadline of the execution in the application of section 4 (Deliverables and deadlines) of the Technical specifications;
- in the case described in Article 8 (Penalty) when the amount is capped at 10% of the total amount of the contract;
- non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 3 of the technical specifications: Tasks to be undertaken),
- If the tenderer goes bankrupt or into receivership.
- 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;
- 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

- If SPA/RAC, on its own initiative and for any reason whatsoever, decides to terminate the contract.

## **Article 14 – Conflict of interests**

### **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.

### **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 to be undertaken) of the technical specifications, and section 4 (Deliverables and deadlines).

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 after receipt of the deliverables and at the written request of the service provider and the signing of a report of completion of the work/services jointly by the service provider and SPA/RAC. The Service Provider shall, however, correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

Final acceptance will be given one (1) month after the date of provisional acceptance without reservation of the contract. The final acceptance report will only be delivered once the service provider has fulfilled all his obligations resulting from sections 3 (Tasks to be undertaken) and section 4 (Deliverables and deadlines) of the “Technical Specifications” and after corrections of all deficiencies signalled by SPA/RAC.

**ANNEX 1**  
**SUBMISSION LETTER**

I, the undersigned .....(Lead expert), after having taken due note of the dossier documents of the call for consultancy N° ..... launched by ....., pertaining to a mission of ..... I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is ..... (.....) TND (Tunisian service providers) / euros incl. VAT. I take due note of the fact that you are not obliged to proceed with the tendering procedure and that I cannot claim a compensation. I pledge that the conditions in my offer will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the date for the deadline for the receipt of tenders. SPA/RAC pledges to pay the amount after the signing of a convention into the bank current account of the Bank ..... In the name of  
Under  
the number of ..... RIB (BIC – IBAN) .....

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

**ANNEX 2**  
**DETAILS OF TOTAL PRICE**

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

Designation	Unit price	Tasks 1		Tasks 2		Tasks 3 ...		Total Tasks (1+2+3...)	
		Duration	Sub - total	Duration	Sub - total	Duration	Sub - total	Duration	Sub - total
<b>Fees</b>									
Lead consultant									
Associate consultant									
<b>Other costs</b>									
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)**

## ANNEX 3

### THEMATIC COMMUNICATION OBJECTIVES

#### **SAPBIO:**

- Promote the objectives of the Post-2020 Strategic Action Programme for the Conservation of Biological Diversity and the Sustainable Management of Natural Resources in the Mediterranean Region ([Post-2020 SAPBIO](#)) in terms of ecosystem restoration, vulnerable species, marine protected areas, etc.
- Inform and popularize SPA/RAC's approach and actions to achieve these objectives

#### **Integrated Monitoring and Assessment Programme (IMAP):**

- Demystify the ecosystem approach and IMAP
- Encourage and value participation in the IMAP process at national and regional levels
- Popularize, disseminate, and value the results, best practices, and impacts of this process to achieve good environmental status

#### **Specially Protected Areas:**

- Communicate and promote the [post-2020 Regional Strategy for Marine and Coastal Protected Areas and Other Area-based Effective Conservation Measures \(OECM\)](#).
- Communicate on the issues of creating and effectively managing marine and coastal protected areas in the Mediterranean and SPAMIs
- Promote "SPAMI Day 2025", the day to celebrate Specially Protected Areas of Mediterranean Importance (SPAMIs), which will be celebrated on 15 April 2025 in several SPAMIs in the Mediterranean, with the aim of raising awareness of SPAMIs and strengthening the network and collaboration between the parties involved in these marine protected areas.
- Communicating on the Ad hoc Group of Experts on Marine Protected Areas in the Mediterranean, their meetings and deliverables.
- Clarify the concept of Other Effective area-based Conservation Measures (OECMs)
- Promote the Specially Protected Areas of Mediterranean Importance (SPAMI) Day on April 15, 2025, which aims to raise awareness about SPAMIs, strengthen the SPAMI network, and enhance collaboration among involved parties in these protected marine areas
- Share best practices in co-management and participatory governance, including the development and effective implementation of Management Plans
- Communicate on the impacts of marine protected areas with enhanced protection levels
- Strengthen the SPAMI network in the Mediterranean
- Promote SPA/RAC's digital platforms dedicated to marine protected areas ([MAPAMED](#), [SPAMI collaborative platform](#), evaluation system)

#### **Threatened Ecosystems and Species Programme:**

- Promote action plans and popularize their implementation and updating processes
- Promote the title of Action Plan partner
- Disseminate and promote recent SPA/RAC studies
- Promote Nature-based Solutions (NbS) in the context of climate change and blue economy
- Inform and raise awareness about the conservation status of habitats (Posidonia meadows and others, coralligenous habitats, and dark habitats)
- Raise awareness about monk seal conservation issues
- Inform and raise awareness about the conservation status of cartilaginous fish (sharks and rays), threats, and solutions

- Promote the conservation of seabird and coastal bird species in the Mediterranean
- Raise awareness about marine turtle conservation and plastic pollution
- Promote the use of SPA/RAC's digital platforms on biodiversity and non-native species ([MBP](#), MAMIAS)

Summary of Communication Objectives:

