



**Mediterranean  
Action Plan  
Barcelona  
Convention**



## **CALL FOR CONSULTANCY N°14/2024\_SPA/RAC**

### **TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES**

### **ELABORATION OF GUIDELINES TO DEVELOP SPECIES RECOVERY PLANS AND IMPLEMENT EMERGENCY ACTIONS**

**July 2024**

## TECHNICAL SPECIFICATIONS

### The Specially Protected Areas Regional Activity Centre

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<sup>2</sup>. 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.

For more information, please consult: [www.spa-rac.org](http://www.spa-rac.org).

### A- BACKGROUND

The Contracting Parties to the Barcelona Convention, within the framework of the Mediterranean Action Plan, give priority to the conservation of the marine environment and to the components of its biological diversity. This was confirmed by the adoption of the new 1995 Barcelona Convention Protocol Concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) and of its annexes, among them a list of endangered or threatened species. The Protocol sets out very detailed requirements for endangered or threatened species listed in Annex II and III to the Protocol.

Elaborating and implementing action plans to conserve one species or group of species is an effective way of guiding, coordinating and strengthening the efforts that the Mediterranean countries are making to safeguard the natural heritage of the region.

Although they do not have a binding legal character, these action plans were adopted by the Contracting Parties as regional strategies setting priorities and activities to be undertaken. In particular, they call for greater solidarity between the States of the region, and for co-ordination of efforts to protect the species in question. This approach has been proved to be necessary to ensure conservation and sustainable management of the concerned species in every Mediterranean area of their distribution.

The Mediterranean Countries adopted the following regional Action Plans or Strategy:

1. Regional strategy for the conservation of Monk Seal in the Mediterranean
2. Action Plan for the conservation of marine turtles
3. Action Plan for the conservation of cetaceans
4. Action Plan for the conservation of marine vegetation
5. Action Plan for the conservation of bird species listed in annex II of the SPA/BD Protocol
6. Action Plan for the conservation of cartilaginous fishes (Chondrichthyans) in the Mediterranean Sea
7. Action Plan concerning species introduction and invasive species
8. Action Plan for the conservation of the coralligenous and other calcareous bio-concretions in the Mediterranean Sea
9. Action Plan for the conservation of habitats and species associated with seamounts, underwater

caves and canyons, aphotic hard beds and chemo-synthetic phenomena in the Mediterranean Sea (Dark habitats Action Plan)

These Action Plans constitute midterm regional strategies that should be updated each five years based on an evaluation of their implementation at regional and national levels.

Under the first Goal of the Post 2020 SPABIO related to address pressures, the Target T.1.1, is **“By 2030 the specific anthropogenic pressures on all habitats and species protected under the SPA/BD Protocol have been minimized, in particular for those whose resilience or survival depends on such actions, including from oil and gas activities and seabed mining, ensuring no deterioration in their conservation trends and status.”**. To this end the related Action 2, requests that **“by 2030, all Mediterranean countries are implementing recovery plans and emergency actions, as appropriate, for threatened and endangered species, including, when relevant, a Mediterranean network of stranding centres”**.

Indeed, mass mortality events in the Mediterranean are becoming more frequent and severe due to climate change: marine heatwaves or synergistic effect, loss of habitats, spread of disease, reduced oxygen levels ...

Therefore, the Contracting Parties to Barcelona Convention requested SPA/RAC during the CoP 23 (Portorož, Slovenia, 5-8 December 2023) to elaborate “Guidelines to develop species recovery Plans and implement emergency actions” for the biennium 2024-2025.

## **B- OBJECTIVE AND SCOPE**

The objectives of the consultancy are to develop guidelines to develop recovery Plans and implement emergency actions for all habitats and species protected under the SPA/BD Protocol that are not considered by the regional Action Plans already adopted.

Effective recovery of threatened species is greatly improved through preparation of a strategy and an action plan to implement it. A species recovery plan will act as a roadmap for species recovery, setting out what you need to do and how best to achieve it. Each species or population of target species differs in terms of its eco-geographic profile and the nature and diversity of the habitat in which it occurs. The combination and nature of the threats to the species, population or habitat will also vary from case to case.

The species recovery plan is a document that should contribute to halt the decline of a target species by identifying emergency actions, to support its recovery to levels where protection is no longer necessary and to enhance the chance of its long-term survival in the wild.

## **C- TASKS TO BE UNDERTAKEN**

The consultant has to prepare

- A desk review of relevant existing recommendations/procedures to develop species recovery Plans and emergency actions through a compilation of resources (e.g., grey and published literature) and complete it based on his/her own knowledge.
- An analysis of the best approach to develop a recovery plan and implement emergency actions in the context of the Barcelona Convention and SPA/BD Protocol
- The Guidelines to develop species recovery Plans including the needed emergency actions to be implemented at national and regional levels, these guidelines should contain definitions, objectives, Recovery plan contents, type of emergency Actions, single species versus multi-species plans, timeline, stakeholders etc.) taking into consideration international and regional targets.

## D-KEY DELIVERABLES

1. An inception report including a work plan, detailed methodology and timeline, to be submitted within 5 days after the signature of the contract by both Parties. (Task 1)
2. A desk review of relevant existing documents and material (Task 2)
3. An analysis of the best approach to develop a recovery plan and implement emergency actions (Task 3)
4. The draft guidelines to develop species recovery Plans and to implement emergency actions (Tasks 4)
5. A final guideline to develop species recovery Plans and to implement emergency actions (Tasks 5) taken into account the SPA/RAC and its Focal Points comments and suggestions.

The applicants should be aware that the work could be conducted in both languages English and French. The deliverables should be presented in one of these languages.

## E-SUPERVISION AND COLLABORATION

The Consultant will work under the supervision of SPA/RAC Director, and in collaboration with SPA/RAC programme officers (Species and Ecosystems conservation Programme officers).

This is mainly a desk-based assignment. No missions are envisaged. Her/his participation to the 17th SPA/BD thematic Focal Point meeting (Mai 2025) will be decided if necessary. If decided, her/his participation to this meeting will be paid by SPA/RAC.

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

The Consultants and SPA/RAC will regularly inform and consult each other about the process of the assignment achievement and organise regular coordination meetings, avoiding consequently the adoption of unilateral initiatives.

## F-TIME SCHEDULE

The number of working days to implement the tasks and deliverables of this contract are 20 effective working days (WD) with the following tentative schedule:

Deliverables	deadline
<b>Deliverable 1</b> : the desk review of relevant existing documents and material and the analysis of the best approach to develop a recovery plan and emergency actions to be implemented	15 October 2024
<b>Deliverable 2</b> : The draft guidelines to develop species recovery Plans and to implement emergency actions	30 November 2024
Online Dissemination of the deliverable 2 among the SPA/DB Focal Points	December 2024
<b>Deliverable 3</b> : The final draft guidelines to develop species recovery Plans and to implement emergency actions	30 January 2025

## **G- Profile, SKILLS AND EXPERIENCE REQUIRED OF CONSULTANT**

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

- Advanced university degrees (Master's degree at least) in environmental marine sciences, conservation of threatened and endangered species, vulnerable habitats in particular the restoration/recovery of marine and coastal species and habitats.
- A minimum of ten (10) years' experience in conducting conservation/restoration activities in marine environment of threatened and endangered species and vulnerable habitats
- Excellent knowledge of global, and regional requirements for the conservation of threatened and endangered species, vulnerable habitats, particularly in the Mediterranean
- Excellent writing and communication skills in English or in French;
- Strong interpersonal skills and the ability to communicate and work well with diverse cultural context.

## **ADMINISTRATIVE SPECIFICATIONS**

### **ARTICLE 1- CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY**

Only individual consultants could participate to this consultancy work. The consultant must prove that he/she has all the legal and professional guarantees required for the performance of this assignment under good conditions.

### **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.

#### **2.1. Technical offer**

It must contain:

1. A curriculum vitae including higher university education degrees, information and highlighting references to previous relevant works and publications in relation marine conservation and restoration of species and habitats in the Mediterranean.
2. Documents/URL links/certificates that support the relevant references presented.
3. A detailed methodological note presenting the consultant vision for the assignment 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.
4. A detailed time planning schedule, organization and sequential chronogram of intervention of consultant expert, the consulting firm intends to apply to implement this mission.

Applicants are encouraged to send references of previous works completed on subjects relevant to the consultancy and send relevant documents by e-mail if those cannot be easily found online.

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 offer should include the following administrative documents:

- A cover letter outlining the consultant's suitability for the job;
- 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. 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; and
- Terms of reference signed (date, signature of the provider at the end of the document).

## 2.3 Financial offer

The tasks to be implemented within the present contract are expected to need a maximum of 20 working days.

The financial offer must be expressed 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.

Should any administrative documents be missing, the consultant will be contacted to complete the offer documents. If after a period of seven (10) days, the documents are still not completed the candidate will be rejected even if already chosen as best positioned.

## 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 the 31<sup>st</sup> July 2024 at 1:00 U.T.C.+1.**

E-mails should have the following subject:

**“Call for consultancy n°14/2024\_SPA/RAC - Elaboration of Guidelines to develop species recovery Plans and implement emergency actions - Name of the consultant”**

Proposals received after this deadline will not be considered.

## ARTICLE 4 - ADDITIONAL INFORMATION

Should any problems of interpretation arise in the course of drawing up the proposal, bidders may submit a written request by email for further information to [car-asp@spa-rac.org](mailto:car-asp@spa-rac.org) cc: [atef.ouerghi@spa-rac.org](mailto:atef.ouerghi@spa-rac.org) and [lobna.bennakhla@spa-rac.org](mailto:lobna.bennakhla@spa-rac.org). Request for additional information, if needed, should be done no later than 05 calendar days before the deadline for the proposal submission.

## ARTICLE 5 - TERMS OF PAYMENT

Payment for the mission will be made as follows:

- 30% upon submission of the deliverable 1 and its validation by the SPA/RAC
- 50% upon the submission of all the deliverables as defined in part D of the technical specification and after validation of the work by the SPA/RAC.
- The last instalment 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.

All payments will be made by bank transfer. 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

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

be evaluated based on the following criteria:

- (i) Individual consultant experience and diploma (60 points);
- (ii) the methodology proposed for conducting the mission (25 points), and
- (iii) the planning and detailed time schedule (including a chronogram of intervention) (15 points).

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

Criteria		Scoring
consultant experience and diploma	Experience	Experience in developing and/or conducting conservation/restoration/Recovery activities in marine environment; endangered species and vulnerable habitats <b>55 points maximum</b> (12 points/study + 2 additional points/study in developing/conducting restoration/Recovery programme in the Mediterranean)
		No similar studies 0 points <i>(In this case the offer is eliminated)</i>
	Diploma	Advanced university degrees (Master's degree at least) in environmental marine sciences, conservation of threatened and endangered species, in particular the restoration of species and habitats <b>5 points maximum</b>
		a university degree 3 points
		No university degree in the above-mentioned or related disciplines 0 point <i>(In this case the offer is eliminated)</i>
a. The methodology	Methodology clearly presented, well developed and meets the study terms of reference and objectives <b>25 points maximum</b>	



<b>The methodology proposed for conducting the mission, the planning and detailed time schedule (including a chronogram of intervention)</b>	<b>proposed for conducting the mission</b>	Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	15 points
		Methodology not well developed but meets the terms of reference and objectives	5 points
		Methodology not clearly presented and does not meet the study terms of reference and objectives, or No methodology presented	0 point
	<b>b. the planning and detailed time schedule (including a chronogram of intervention)</b>	Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and with the chronogram of intervention	<b><u>15 points maximum</u></b>
		Realistic planning but more or less well presented, fairly coherent with the time schedule and with the chronogram of intervention	8 points
		Planning unclearly presented, doesn't respect the deadline, or no planning, or no time schedule or no chronogram of intervention	0 points
<b>Total score (100 points maximum)</b>			<b>... points</b>

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

In the event of no offer obtains 80 points or more, the call for consultancy process will be declared unsuccessful.

## 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.

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 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 5 (Deliverables and deadlines) of the technical specifications.

## ARTICLE 8 - DEADLINE FOR THE EXECUTION OF THE MISSION

The time duration for carrying out the study of this contract is six (06) months as from the date of signature of the contract, including the deadlines for handing in the final documents and deliverables according to the following timeline:

Deliverables	deadline
<b>Deliverable 1</b> : the desk review of relevant existing documents and material and the analysis of the best approach to develop a recovery plan and implement emergency actions	15 October 2024

<b>Deliverable 2</b> : The draft guidelines to develop species recovery Plans and to implement emergency actions	30 November 2024
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<b>Deliverable 2</b> : The final draft guidelines to develop species recovery Plans and to implement emergency actions	30 January 2025

## ARTICLE 9 – PENALTY

In the absence of completion by the consultant of the services at his/her charge within the contractual deadlines envisaged in section 5 of the technical specifications (Deliverables and deadlines), and Article 8 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one two hundredth (1/200) of the total amount of the contract (All Taxes Included - ATI) for each calendar day of delay.

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 14 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

## ARTICLE 10 - 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 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 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 14 - CANCELLATION CONDITIONS**

SPA/RAC could cancel the contract in case of non-respect of the deadline of execution (Article 8: Deadline for the execution of the mission) or of non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 4 of the technical specifications: Tasks to be undertaken), and in the case described in the Article 9 (Penalty), when the amount is capped at 10% of the total amount of the consultancy. In case of cancellation, the payment will be done in proportion to the tasks already carried out and judged satisfactory.

#### **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 2 tasks to be undertaken of the technical specifications, and Article 8 (Deadline for the execution of the mission).

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 sections 2 (Tasks to be undertaken) and section 4 (Deliverables) of the "Technical Specifications" and after corrections of all deficiencies signaled 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 .....

( ..... ) US Dollars. 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>									
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)**