

## **CALL FOR CONSULTANCY N° 02/2020\_SPA/RAC\_Update the Action Plan for the conservation of cetaceans in the Mediterranean**

### **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 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.

Elaborating and implementing action plans to conserve one species or group of species is an effective way of guiding, coordinating and strengthening the efforts of 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.

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

For the biennium 2020-2021, the Contracting Parties to Barcelona Convention requested SPA/RAC during the CoP 21 (Naples, Italy, 2-5 December 2019) to update [the Action Plan for the conservation of cetaceans](#)

The update process will be done in close collaboration with ACCOBAMS given that the common obligations relating to cetaceans under the Protocol on Specially Protected Areas and Biological Diversity in the Mediterranean (SPA / BD Protocol) are fulfilled by the implementation of ACCOBAMS; (COP 14, Slovenia 2005) and the Memorandum of Collaboration between ACCOBAMS and SPA / RAC, signed in Monaco on October 15, 2020, defining the joint ACCOBAMS - SPA / RAC work program for the period 2020-2022.

### **1. OBJECTIVE AND SCOPE**

The objective of the consultancy is to:

1. Propose an update of the Action plan for the conservation of cetaceans in the Mediterranean to be presented as a working document to the next SPA thematic Focal Points meeting (June 2021) to be finalized and endorsed in view to be submitted to the governing body of the Barcelona Convention (MAP Focal Points meeting and CoP22) for adoption.

## 2. METHODOLOGY

In order to follow a participatory and consultative way, the updating of the Action Plan should be carried based on the recent documents prepared by SPA/RAC:

- desk review of relevant existing documents and material through a compilation of resources (e.g. grey and publish literature) documents and materials;
- report on the Status of implementation of the Mediterranean cetacean AP based on the completed questionnaires by Mediterranean countries and by regional institutions and Associates and Partners of the Action Plan.

The updating should consider:

- the MAP ecological objectives and associated Good Environmental Status and targets,
- the SAP BIO post 2020 process
- the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP).
- Resolution 5.1 “ACCOBAMS Strategy 2014-2025”,
- Resolution 7.4 “ACCOBAMS Strategy” and ACCOBAMS Resolution 7.6 “Work Program and Budget for the triennium 2020-2022”

## 3. KEY DELIVERABLES

The Draft updating of the Action Plan for the conservation of cetaceans in the Mediterranean

Applicants should be aware that the work may be conducted in both languages English and French (consultation, survey, online meetings, etc.). The final draft updating of Cetaceans Action Plan should be presented in one of these languages.

## 4. SUPERVISION AND COLLABORATION

The Consultants will work in collaboration with the SPA/RAC Species Programme officer and the ACCOBAMS programme and project officer.

SPA/RAC will ensure the interlink between the updating of the Action plan and the ongoing process for preparation of the post 2020 SPA-BIO at national and regional levels.

ACCOBAMS will ensure the interlink with the “ACCOBAMS Strategy” ([Resolution 7.4](#)) and ACCOBAMS “Work Program and Budget for the triennium 2020-2022” ([Resolution 7.6](#))

This is mainly a desk-based assignment. No travel missions are envisaged. His/her participation to the next SPA thematic Focal Points meeting (Mai 2020) will be decided if necessary. His/her participation to this meeting will be paid by SPA/RAC. The consultant will be expected to make imaginative use of online networking, questionnaires, surveys, etc. to obtain the required information and to conduct consultations.

**The final document approved by** SPA thematic Focal Points will be presented at the next Meeting of ACCOBAMS Scientific Committee in November 2021.

## 5. TIME SCHEDULE

The Assignment is expected to be completed within a maximum of 20 workdays, according to the following tentative schedule:

28 Feb 2021	Elaboration of the draft updating Action Plan
1 –10 Mars 2021	Dissemination to the SPA//RAC & ACCOBAMS Focal Points/ Scientific committee
June 2021	Presentation of the draft updating Action Plan for review and approval by the SPA FPs

## 6. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

Consultants are expected to have the following skills and expertise:

- Advanced degrees in environmental marine sciences, conservation of threatened and endangered species in particular cetaceans
- A minimum of five (5) years' experience in conducting conservation activities in marine environment of threatened and endangered species
- Excellent knowledge of global, regional and national requirements for the conservation of species and habitats, notably in the Mediterranean
- Excellent writing and communication skills in English or in French; Arabic would be an advantage.
- Strong interpersonal skills and the ability to communicate and work well with diverse people.

## ADMINISTRATIVE CLAUSES

### Article 1 – Conditions of participation

The present call for consultancy is open to independent consultants/experts with proven competences, deep knowledge and experience in marine mammals monitoring and conservation

The Consultant/expert must prove that he/she has all the required legal and professional guarantees for the execution of the present mission under good conditions.

### Article 2 – composition and presentation of offers

The submitted offer must include separately a technical offer, administrative documents and 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 cover letter outlining the consultant's suitability for the job
2. A curriculum vitae including university degrees and qualifications, professional experience, and references regarding similar studies in relation with planning processes and strategies elaboration (including copies/certificates of highest university diploma(s) and documents that support the references presented).
3. A methodology note to present

#### 2-2 – Administrative documents

The administrative folder should include the following administrative documents:

7. A cover letter outlining the consultant's suitability for the job;
8. A sworn statement that the expert is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
9. This call for application ToRs signed (date, signature and stamp of the provider at the end of the document).

#### 2.3 Financial offer

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

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

### Article 3 – Submission

Proposals must be submitted in one stage and will contain the documents indicated in article 2 points 2.1, 2.2 and 2.3.

Proposals must be received electronically at the following e-mail address: [car-asp@spa-rac.org](mailto:car-asp@spa-rac.org)  
before **31<sup>st</sup> January 2021 at 23h59 (Tunis Time)**.

E-mails should have the following subject:

« **CALL FOR CONSULTANCY N° 02/2020\_SPA/RAC\_Update the Action Plan for the conservation of cetaceans in the Mediterranean**

Proposals received after this date and after this time will not be considered.

**For 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: [lobna.bennakhla@spa-rac.org](mailto:lobna.bennakhla@spa-rac.org) Cc: car-sp@spa-rac.org and [msalivas@accobams.net](mailto:msalivas@accobams.net) no later than 7 calendar days before the deadline for the proposal submission.

## **Article 4 – Terms of payment**

Payment for the mission will be made as follows:

- 30 % upon submission of the draft report and its validation by SPA/RAC and ACCOBAMS
- 40% upon submission of the draft updated Action Plan for the conservation of cetaceans in the Mediterranean taking into account the comments of the SPA/RAC and ACCOBAMS Focal Points as well as the ACCOBAMS Scientific Committee
- The balance upon the submission of the final AP version taking into account the outputs of the fifteenth Meeting of SPA/BD Focal Points (22-25 June 2021) and after its validation by the SPA/RAC.

All payments will be made by bank transfer.

## **Article 5 –Evaluation procedures**

The offers evaluation will be made for each expert position separately and individually.

### **A. Technical Evaluation**

Applications will be evaluated based on the following criteria:

- (i) Profile (diploma and experience) of the consultant in relation to the subject of the present mission (70 points),
- (ii) A brief methodological note proposed for the description of how the consultancy will be conducted, (30 points)

**The evaluation will be based on a combined technical and financial criterion as follow for**

**the Consultant/Expert:**

<b>A. Technical Evaluation (100 pts)</b>		
<b>Criteria</b>	<b>Scoring</b>	
<b>Diploma (Max 20 pts)</b>	PhD/MSc degree in disciplines of relevance for the conservation and sustainable use of the marine and coastal biodiversity or equivalent field and at least 10 years of professional experience in Mediterranean Pelagic Habitats	<b>20 points</b>
	University degree and at least 10 years of professional experience in marine mammals	<b>10 points</b>
	None of the above or in fields far from the one requested	<b>0 points In this case the offer is eliminated</b>
<b>Consultant's experience and number of similar studies (Max 50 pts)</b>	Similar studies	10 points/reference
<b>Methodology proposed for conducting the mission, (Max 30 points)</b>	Note Methodology clearly presented, well developed, and meets the study's objectives <b><u>(the presentation of improvements and innovations is possible)</u></b>	<b>30 pts</b>
	Methodology fairly well developed and meets the terms of reference and the study's objectives	20 pts
	Methodology not much developed but meets the terms of reference and the study's objectives	10 pts
	Methodology not clearly presented and does not meet the terms of reference and the study's objectives or no methodology presented	0 pts

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.

The technically compliant offers will be attributed a technical score based on the following equation:

$$\text{Technical score} = (\text{final score of the technical offer in question} / \text{final score of the best technical offer}) \times 100$$

**B. Financial evaluation**

The lowest financial offer will receive 100 points. The other offers will be attributed a score based on the following equation:

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

For each expert separately, 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 technical-financial scores, preference will be given to the consultant in the following order:

- having obtained the best technical score
- having obtained the best total score for similar studies of experts.

## Article 6- Monitoring, control and validation of the work

The Expert will work under the supervision of SPA/RAC. The service provider will submit draft version of the updated Action Plan and the final version as indicated in Section 4 of the technical specifications.

## Article 7- Deadline for the execution of the mission

28 Feb 2021	Elaboration of the first draft updating Action Plan
10 Mars 2021	Second draft taking into account the comments/ amendments from the SPA//RAC & ACCOBAMS Focal Points/ ACCOBAMS Scientific Committee
22-25 June 2021	Presentation of the draft updating of Action Plan for review and approval by the SPA FPs
1 July 2021	Elaboration of the final version of the AP to be submitted to the MAP FPs

## Article 8- Penalty

In the absence of completion by the Expert of the services at his charge within the contractual deadlines envisaged in the section 4 Technical specification and article 7 “deadlines for the execution of the mission”, it will be applied as of right and without notice, a penalty of one five hundredth (1/500) 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 ceiling is reached, SPA/RAC reserves the right to terminate the contract at the holder's fault, in accordance with article 13 “cancellation” below, without that the holder cannot raise disputes or claim any compensation.

## Article 9-Copyright, ownership of document

All the plans, drawings, software, photos, videos, study reports and any other documents, elaborated and submitted by the service provider to UNEP/MAP-SPA/RAC for the execution of the present contract, will become and remain the property of UNEP/MAP- SPA/RAC, and the service provider will submit them to UNEP/MAP- SPA/RAC. The names and logos of UNEP/MAP- SPA/RAC and of ACCOBAMS must be displayed appropriately.

## 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. This agreement 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 & Insurance**

The 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 Expert confirms that their selves 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 his co-contractor within seven (07) 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 should this 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 his contractual obligations does not entail a contract termination or failure to fulfil his contractual obligations if such a failure is due to a case of force majeure, if the Party that finds himself in such a situation has done the following:

- a. has taken all the reasonable precautions and measures to allow him to comply with the terms and conditions of the present 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 his contractual obligation will be prolonged by a period which is equal to the period during which that Party was prevented from fulfilling his obligations.

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

## **Article 13: Cancellation conditions**

SPA/RAC could cancel this contract in case of the no respect of the deadline of the execution (Article 7- Deadline for the execution of the mission) or of the non-conformity to the content of the service listed in the technical specification of the present consultancy (section 3“Technical specifications”: *methodology and tasks to be carried out*), and in the case described in the article 8 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.