



Mediterranean
Action Plan
Barcelona
Convention



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ENhancing Socio-Ecological RESilience in Mediterranean
coastal area
C_B.4.4_0023 ENSERES

CALL FOR CONSULTANCY N° 42/2023_SPA/RAC_ENSERES

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

**“Strategy and Action Plan for Sustainable Fisheries Management within and
around Kneiss Islands Nature Reserve and SPAMI, Tunisia”**

October 2023

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

TECHNICAL SPECIFICATIONS

1. Background

1.1. 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 Mediterranean¹ (SPA/BD Protocol) of the Barcelona Convention². 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.

1.2. The ENSERES Project

The ENSERES Project (ENhancing Socio-Ecological RESilience in Mediterranean coastal areas)³ is an ENI CBC Med capitalisation project aiming to mainstream available ecosystem-based management tools in Integrated Coastal Zone Management (ICZM) processes for preserving coastal and marine ecosystems as sustainable livelihoods for coastal urban communities through integrated management of human activities.

The ENSERES project aims particularly to empower practitioners and local communities in Mediterranean Marine Protected Areas (MPAs) and their surrounding territories to benefit from sustainable financing schemes and tools for effective management and protection of biodiversity and strengthen the resilience of both these communities and ecosystems to global changes.

ENSERES seeks transformative changes by bending the environmental degradation curve with an integrated solution approach at transboundary level, both in and outside areas under legal protection, and involving public authorities, socio-economic actors and civil society organisations. It focuses on transferring and mainstreaming Ecosystem-Based Management (EBM) basics to implement ICZM processes in multi-level conservation and territorial practices leading to better prepared communities and natural goods.

The Project is led by the University of Malaga, Spain, and implemented by the Specially Protected Areas Regional Activity Centre (SPA/RAC), MedPAN (the Network of Marine Protected Areas Managers in the Mediterranean), MedCities, Tyre Coast Nature Reserve (TCNR, Lebanon), the Municipality of Sfax (Tunisia) and the Mediterranean Sea and Coast Foundation (MEDSEA).

Lead by SPA/RAC, the twinning programme is implemented to reinforce EBM/ICZM implementation and the use of the ENSERES toolkit in SPAMIs. It includes management problems' diagnosis reports; joint monitoring programmes; medium-term on-the-job training; peer-to-peer support and mentoring in agreed SPAMI-city areas: Tyre (Lebanon)/Medes Islands Reserve (Spain); Kneiss Islands Nature Reserve (Tunisia)/ Côte Bleue Marine Park (France), including exchange visits of 2 representatives to the sites in Spain and France.

¹ http://www.rac-spa.org/sites/default/files/protocole_aspdb/protocol_eng.pdf

² Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean:

https://wedocs.unep.org/bitstream/handle/20.500.11822/7096/Consolidated_BC95_Eng.pdf?sequence=1&isAllowed=y

³ <https://www.enicbcmed.eu/projects/enseres>

In this framework, this call for consultancy is launched, and will be implemented through the ENSERES partner SPA/RAC, in coordination with the managing authority of marine and coastal protected areas in Tunisia (APAL⁴) and the co-managers of the Kneiss Islands Nature Reserve (ACG⁵), to prepare an action plan for the sustainable fisheries management within and around Kneiss Islands Nature Reserve and SPAMI.

2. Objectives

The main objective of this consultancy is to conduct a comprehensive assessment of current fishing practices within and around the Kneiss Islands Nature Reserve (Tunisia) and propose sustainable fishing strategies to minimize negative environmental and socio-economic impacts. The specific objectives include:

- a) Establish a diagnosis of the current situation of fishing practices in and around Kneiss, including IUU fishing.
- b) Assess the environmental and socio-economic impacts of IUU fishing within and around the Kneiss Islands Nature Reserve.
- c) Identify key stakeholders.
- d) Develop a set of recommendations and guidelines for sustainable fishing practices and to address existing IUU fishing practices.

3. Tasks to be undertaken

The proposed consultancy for sustainable fishing and addressing illegal fishing practices in the Kneiss Island Nature Reserve will encompass the following key activities:

- a) Extensive Literature Review: Gather information by thoroughly reviewing existing literature, relevant reports, and documents related to fishing practices in the Kneiss Island area.
- b) On-Site Inspections: Visit the Kneiss Islands Nature Reserve to assess the current fishing infrastructure, practices, and enforcement mechanisms. Document observations and gather data on fishing activities, gear usage and compliance with regulations.
- c) Impact Analysis: Evaluate the environmental and socio-economic impacts of fishing activities within and around the Kneiss Islands Nature Reserve. Assess factors such as overfishing, IUU practices, bycatch, habitat disturbance, and the economic and cultural significance of fishing to local communities.
- d) Identification of local Stakeholders: Identify the key stakeholders, including local fishing communities, government authorities, and non-governmental organizations.
- e) Best Practices Research: Conduct a comparative analysis of successful sustainable fishing and anti-illegal fishing practices implemented in similar nature reserves or protected areas worldwide. Identify lessons learned and applicable strategies.
- f) Recommendations: Based on the assessment findings, develop a set of recommendations and guidelines for sustainable fishing practices and the prevention of illegal fishing in the Kneiss Islands Nature Reserve. These recommendations should focus on minimizing environmental impact, ensuring responsible fishing practices, enhancing enforcement and surveillance, and promoting community involvement in conservation efforts.

⁴ Coastal Protection and Planning Agency (APAL): <http://www.apal.nat.tn/>

⁵ Association of Continuity of Generations (ACG): <https://acg-generations.org/>

4. Deliverables

The consultant shall deliver the following outputs:

- a) Inception Report: Provide a detailed work plan, including timelines, methodologies, and data collection tools.
- b) Draft Report: Submit a comprehensive draft report highlighting the assessment findings, recommendations, and guidelines for sustainable fisheries management within and around Kneiss Islands Nature Reserve.
- c) Final Report: Incorporate feedback received during the review period and submit a finalized report that includes a concise executive summary, detailed methodology, assessment findings, recommendations, and guidelines.

5. Supervision and collaboration

The consultant will work under the supervision of SPA/RAC.

The elaboration of the document will be steered by SPA/RAC and the managing authority of marine and coastal protected areas in Tunisia (APAL) and the co-managers of the Kneiss Islands Nature Reserve (ACG).

ADMINISTRATIVE SPECIFICATIONS

Article 1 – Conditions for participation in the call for tenders

Are eligible for the call for consultancy, individual consultants who have:

- Advanced degrees in fisheries, marine biology or environmental sciences, geography, economics, social sciences, political science, law, development studies or related discipline.
- Experience in the elaboration of documents and strategic notes in the field of sustainable fisheries, preferably with a thorough understanding of the fishery sector in Tunisia, with a preference for expertise in the Sfax region, and specifically, Kneiss Island.
- Excellent writing and communication skills in English and/ or French, with the ability to write high-quality unambiguous texts.
- Proven ability to deliver under tight deadlines.

For the needs of the present call for consultancy, the mobilisation of one (01) consultant is required.

Article 2 – Composition and presentation of the offer

The submitted offer must include separately: (i) a technical offer, (ii) administrative documents, and (iii) a financial offer (must be presented in 3 separate files).

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

The deadline for the full completion of this task is 30 days.

Estimated total consultancy working days: 20 working days

2.1. Technical offer

The technical offer must contain:

1. A cover letter outlining the consultant suitability for the job.
2. A curriculum vitae (CV) including education background (at least 4 years of higher education) with copies of university diplomas, qualifications, professional experience, and references to relevant previous similar works, studies and publications highlighted in bold.
3. Documents/URL links/certificates that support the relevant references presented.
4. A brief methodological note presenting with clarity and precision the organization and work management, procedure, tools, tasks to accomplish, and comments on the terms of reference, if needed.
5. A time planning schedule.

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 (registration certificate, for example) according to the legislation of their country with the tax number on it.
2. A sworn statement that the bidder is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
3. Terms of reference signed (including date, signature and stamp of the bidder at the end of the document).

If the original administrative documents are not in English or in French, 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.

2.3. Financial offer

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

It is important to note that the financial offer should detail the number of working days (person-days), as well as the allocation of funds to each of the tasks and deliverables, and including, but not limited to the consultant's fees and any necessary equipment and/or supplies.

The financial offer should also include:

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

Article 3 – Submission

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

car-asp@spa-rac.org, before **Sunday 22 October 2023, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject: **"Call for consultancy n°42/2023_SPA/RAC_ENSERES – "Strategy and Action Plan for Sustainable Fisheries Management within and around Kneiss Islands Nature Reserve and SPAMI, Tunisia – 'Applicant name'"**.

Proposals received after this deadline will not be considered.

Article 4 – Definition, consistency and variation of prices

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

6.1. Variation of prices

The prices of the contract are fixed and not subject to revision.

6.2. Finality of prices

The services provided may not, under any pretext, reconsider the market prices which were agreed by him.

Article 5 – 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: emna.derouiche@spa-rac.org, cc: car-asp@spa-rac.org, no later than five (05) calendar days before the deadline for the proposal submission.

Article 6– Tender validity period

Any tenderer who submitted a tender will be bound by his tender for one hundred and twenty (120) days starting from the day following the deadline fixed for receiving the offers. During that period, the prices and information proposed by the tender will be firm and non-revisable.

Article 7 – Terms of payment

Payment for the mission will be made as follows:

- **20% of the total amount of the contract**, after submission of the **inception report** (as indicated in sections 5 and 7 of the Technical Specifications) and submission of an invoice by the contractor;
- **70% of the total amount of the contract**, after submission of **the draft version of the document** (as indicated in sections 5 and 7 of the Technical Specifications) and submission of an invoice by the contractor;
- The 3rd and last instalment of **10%** will be paid after submission of **the final version of the document** (as indicated in sections 5 and 7 of the Technical Specifications) and the delivery by SPA/RAC of the final acceptance certificate that the service provider has accomplished all its contractual obligations and duties at SPA/RAC satisfaction.

All payments will be made by bank transfer **after the receipt of an invoice from the contractor**.

Payments shall be made to a bank account held by the contractor.

Article 8 – Evaluation procedure

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

8.1. Technical evaluation

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

Applications will be evaluated based on the following criteria:

- 1) The consultant's profile (experience, references and diploma) in relation to the subject of the present mission;
- 2) The methodology proposed for conducting the mission;
- 3) The time planning schedule.

Technical evaluation grid			
Criteria		Scoring	
The consultant (Experience in the elaboration of documents and strategic notes in the field of sustainable fisheries; in-depth knowledge of the fishery sector in Tunisia, with a preference for expertise in the Sfax region, and specifically, Kneiss Island is an asset)	Experience	Experience in the elaboration of documents and strategic notes in the field of sustainable fisheries	40 points maximum (10 points/reference + 1 additional point in the case reference related to the fishery sector in Tunisia + 1 additional point in the case reference related to Sfax region and/or Kneiss Island)
		No similar studies	0 point (In this case the offer is eliminated)
	Diploma	Post-graduate degree fisheries, biology, ecology, environmental sciences, communication or related disciplines	20 points maximum

		University degree in the above-mentioned disciplines	10 points
		No university degree	0 point (In this case the offer is eliminated)
Methodology proposed for conducting the mission		Methodology clearly presented, well-developed and meets the study terms of reference and objectives (the presentation of improvements and innovations is desirable)	<u>30 points maximum</u>
		Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	25 points
		Methodology not developed but meets the study terms of reference and objectives	15 points
		Methodology not clearly presented and does not meet the study terms of reference and objectives, Or No methodology presented	0 point (In this case the offer is eliminated)
Time planning schedule		Planning is clearly presented, well developed and meets the study terms of reference and objectives	<u>10 points maximum</u>
		Planning is not developed but meets the study terms of reference and objectives	5 points
		Planning not clearly presented and does not meet the study terms of reference and objectives, Or No planning presented	0 point (In this case the offer is eliminated)
Total score (100 points maximum)			100 points

Any offer that has not attained the minimum score of 70 points will be eliminated.

In the event of no offer obtains 70 points or more, the call for consultancy will be declared unsuccessful.

8.2. 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.

A maximum budget of five thousand euros (5000 €), all taxes included. Any financial offer exceeding the mentioned budgets means that the offer will be eliminated.

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:

$$\text{Financial score} = \frac{\text{amount of the lowest accepted offer}}{\text{amount of the considered offer}} \times 100$$

8.3. 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 the consultant.

Article 9– Monitoring, control and validation of the work

The contract related to this tender will be signed with SPA/RAC.

The bidder will work under the supervision of SPA/RAC. The bidder will submit a draft version of the deliverables within the timeline specified in Article 11 below. The bidder will submit the final version of the deliverables as indicated in sections III and IV of the Technical Specifications.

Article 10 – Deadline for the execution of the mission

The time duration of this contract is 30 days starting from the date of its signature.

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

Step	Deadline
Inception Report: Provide a detailed work plan, including timelines, methodologies, and data collection tools.	Within one week (7 days) from the date of signing the contract.
Draft Report: a comprehensive draft report highlighting the assessment findings, recommendations, and guidelines for sustainable fishing management within and around Kneiss Islands Nature Reserve	21 days from the date of signing the contract.
Final Report: Incorporate feedback received during the review period and submit a finalized report that includes a concise executive summary, detailed methodology, assessment findings, stakeholder identification, recommendations, and guidelines.	30 days from the date of signing the contract.

Article 11 – Penalty

In the absence of completion by the tenderer of the services at his charge within the contractual deadlines envisaged in Article 10 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one three hundredth (1/300) of the total amount of the contract 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. When this limit is reached, SPA/RAC reserves the right to terminate the contract at the service provider's fault, in accordance with Article 18 (Cancellation conditions), and without that the service provider can raise disputes or claim any compensation.

Article 12– Intellectual property rights, ownership of document

All legal rights throughout the world in works or inventions created by the provider in connection with the consultancy will remain the property of SPA/RAC. The provider recognizes that such rights include, but are not limited to, copyright and other rights in written material, sound and video recordings (including films), maps, photographs, etc. as well as patents and other rights in inventions, and that the said rights enable SPA/RAC to control and authorize, where appropriate, all publications, publicity material and other exploitation of the said works and inventions.

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

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

Article 13– Confidentiality / professional secret clauses

The selected service provider undertakes to observe total discretion in all matters relating to the facts and information of which he became aware during the performance of his assignment.

Any member of the team assigned to the mission covered by this contract who contravenes the aforementioned obligation of professional secrecy would expose himself to legal proceedings.

Article 14 – 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 15 – 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 16 – 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 17 – Cancellation conditions

SPA/RAC could cancel this contract through a notification in writing addressed to the tenderer after one of the events indicated in the following paragraphs:

- a. no respect of the deadline of the execution in application of Article 11 (Deadline for the execution of the mission);
- b. in the case described in the Article 12 (Penalty) when the amount is capped at 10% of the total amount of the contract;
- c. non-conformity to the content of the service listed in the technical specification of the present tender documents;
- d. If the tenderer goes bankrupt or into receivership;
- e. If, after a case of force majeure, the holder is unable to execute a substantial part of the Services for a period equal to at least sixty (60) days;
- f. If the tenderer was involved in corruption or fraudulent manipulations in order to obtain the contract or during the execution of the contract. For the purpose of the clause: a person is guilty of

“corruption” if he/she offers, gives, solicits or accepts any kind of advantage in order to influence the action of a public official during the selection or the execution of the contract; and undertakes “fraudulent manipulations” which distort or denature the facts so as to influence the selection or the execution of the contract to the detriment of the borrower; by “fraudulent manipulations” is meant any agreement or collusive manipulation of the tenderers (before or after submitting the proposals) so as to artificially maintain the prices of the tenders at levels which do not correspond to prices which would have resulted from free and open competition and which deprive the borrower of the advantages of free and open competition; or

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

Article 18 – Conflict of interests

18.1. 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.

18.2. 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 19 – 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 sections III and IV of the technical specifications, and Article 11 (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) week after the date of provisional acceptance without reservation of the contract. The final acceptance certificate will only be delivered once the service provider has fulfilled all his obligations resulting from sections III and IV of the Technical Specifications and after corrections of all deficiencies signaled by SPA/RAC.

ANNEX 1

SUBMISSION LETTER

I, the undersigned expert on
After having taken due note of the dossier documents of the call for tenders N° launched
by, pertaining to a mission of

I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer.

The total price of my bid is (.....) Euros.

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

I pledge that the conditions in my tender will remain valid for a period of 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 GLOBAL PRICE

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

Designation	Unit price	Step 1		Step 2		Step 3		Total steps (1+2+3)	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
Fees									
Expert 1									
Other costs necessary for the proper execution of the present consultancy									
Sub-total/Step									

Amount of bid, is fixed at the sum of

In, on

(Signature of bidder)