



**Mediterranean
Action Plan**
Barcelona
Convention



Call for consultancy N°38/2023_SPA/RAC_FVC

**Elaboration of the National Action Plan for the conservation of marine
and coastal bird species in the Egyptian Mediterranean coastal area**

October 2023

This call for consultancy document is available only in English.

TECHNICAL SPECIFICATIONS

1. BACKGROUND :

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was created in 1985 and established in Tunis through a decision of the Contracting Parties to the Convention for the Protection of the Marine and Coastal Environment of the Mediterranean (Barcelona Convention), 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. The centre works under the auspices of the United Nations Environment Programme / Mediterranean Action Plan (UNEP/MAP) - Barcelona Convention Secretariat, based in Athens, Greece. The main objective of SPA/RAC 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.

In this context, SPA/RAC has received financial support under the voluntary contribution made by the Ministry for Europe and Foreign Affairs of France pursuant to a Bilateral Agreement signed between UNEP and the Ministry on 15 July 2022 for the implementation of activities included in the UNEP/MAP Programme of Work for the 2022-2023 biennium.

the Egyptian Environmental Affairs Agency (EEAA) has requested the support of SPA/RAC to improve the conservation status of the bird species listed in annex II to the SPA/BD Protocol. It is necessary to answer that request by supporting the elaboration of a national action plan for the conservation of these bird species along the Egyptian Mediterranean coastlines.

In 1995, the Contracting Parties to Barcelona Convention adopted a new Protocol concerning Specially Protected Areas and Biological Diversity (SPA/BD Protocol) in the Mediterranean. The Annex II of this new protocol lists endangered or threatened species found in the Mediterranean. **In 2003**, the Contracting Parties adopted an Action Plan for the conservation of bird species listed in Annex II. **In 2005**, the first Mediterranean Symposium on the ecology and conservation of the bird species listed in Annex II, was held in Villanova I la Geltrú (Spain) with the participation of 31 ornithologists and experts from 16 Mediterranean countries, which they proposed the addition of 10 new marine and coastal bird species to the list. **In November 2009**, the 16th Meeting of the Contracting Parties to the Barcelona Convention, held in Marrakech (Morocco), adopted the addition of the 10 species of marine and coastal birds in Annex II, bringing up the total number of bird species to 25. Ten years after the Villanova Mediterranean Symposium it was appropriate to hold the 2nd symposium on Marine and Coastal Birds in the Mediterranean in Hammamet, Tunisia, **in February 2015**. Subsequently, the Action Plan for the Conservation of Bird Species listed in Annex II to the SPA/BD Protocol has been updated to include the new added species (COP19, Decision IG22/12) and adopted by the 20th Conference of the Parties to the Barcelona Convention, held in Albania **in December 2017**, (Decision IG.23/08). After more than five years from this update, a second update has been requested by the 22nd Meeting of the Contracting Parties to the Barcelona Convention (Decision IG.25/13), the third updated is ongoing and is submitted for adoption by COP 23 (Portorož, Slovenia, 5-8 December 2023)

2. OBJECTIVE

SPA/RAC will contract a consultant who will assist the **Egyptian Environmental Affairs Agency (hereafter referred to as EEAA) for the elaboration of the National Action Plan for the conservation of marine and coastal birds listed in Annex II to SPA/DB Protocol in the Egyptian Mediterranean coastal area**. This will be done considering the ongoing global and regional initiatives such as: EcAp/IMAP, Post 2020 SAPBIO, Regional Strategy on marine and coastal protected areas, the Mediterranean Action Plan for the conservation of bird Species listed in annex II to SPA/DB Protocol.... etc.

The National Action Plan **for the conservation of marine and coastal birds listed in Annex II to SPA/DB Protocol in the Egyptian Mediterranean coastal area** will provide a roadmap for the implementation of targeted marine and coastal bird conservation actions , such as habitat restoration, species protection, monitoring and research, and public awareness campaigns. The plan will also prioritize capacity building and the establishment of institutional frameworks for the sustainable management of marine and coastal bird species in the Egyptian Mediterranean coastal area.

3. TASKS AND EXPECTED DELIVERABLES

The consultant is expected to deliver the National Action Plan for the conservation of marine and coastal bird species listed in annex II to SPA/BD in the Mediterranean coast of Egypt, and have to achieve the following tasks:

TASK 1: Elaboration of a detailed work plan and timetable (Deliverable 1) for the achievement of all expected deliverables.

TASK 2: Travel to Egypt, staying no less than **three days**, to meet stakeholders related to the issue and collect information regarding the needs and possibilities for the conservation of birds species in the country. SPA/RAC and the National Focal Point of Egypt will facilitate beforehand to the consultant the necessary contacts in Egypt.

TASK 3: Preparation of brief reports of the consultation meetings and interviews (Deliverable 2):with the Egyptian Environmental Affairs Agency (EEAA) concerned staff, NGOs, Fishers, and any other related stakeholders and institutions.

TASK 4: Elaboration of the first draft of the National Action Plan for the conservation of marine and coastal birds listed in annex II to SPA/BD Protocol in the Egyptian Mediterranean coastal area (Deliverable 3), including the following topics:

- Identification of the target bird species listed in the Annex II of SPA/DB Protocol
- Suggestion of appropriate legislation for the protection of birds and their habitats.
- Identification and description of current limiting factors or threats causing loss or decline of the bird species listed in Annex II
- Suggest relevant research to fill the gaps in knowledge of marine and coastal birds and their habitats, especially the mapping of breeding, feeding, moulting and wintering areas of the species concerned.
- Suggest relevant awareness, education and training activity (National ornithological training courses, public awareness and education programmes and campaigns, regular capacity building)
- Suggest R actions to eliminate or mitigate the effect of current limiting factors or identified threats
- Define work plan and the Frequency of the NAP update.

TASK 5: Elaboration of the final version National Action Plan for the conservation of marine and coastal birds listed in annex II to SPA/BD Protocol in the Egyptian Mediterranean coastal area after a

national consultation to be conducted through the national focal point and Environmental Affairs Agency (EEAA) (**Deliverable 4**).

4. **TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE**

The time duration of this contract is **Two (02) Months** starting from the date of its signature. The number of working days to implement the tasks and deliverables of this contract are **10 effective working days (WD)**, excluding the three days of the visit to Egypt.

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

Tasks and deliverables	Duration of the tasks	Deadlines
<u>Deliverable 1:</u> Detailed Work plan and timetable	1 days	7 days after the contract signature
<u>Deliverable 2:</u> Minutes and brief reports of the consultation meetings and interviews at national levels - (SPA/DB NFP SPA/RAC, NGO, Fishers.....)	2 days	40 days after the contract signature
<u>Deliverable 3:</u> The first draft of the National Action Plan for the conservation of marine and coastal birds listed in annex II to SPA/BD Protocol in the Egyptian Mediterranean coastal area	5 days	
<u>Deliverable 4:</u> The final version of the National Action Plan for the conservation of marine and coastal birds listed in annex II to SPA/BD Protocol in the Egyptian Mediterranean coastal area	2 days	

5. **LANGUAGE**

The National Action Plan should be written in English Or Arabic.

6. **SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS**

An international expert is needed to develop the National Action Plan for the conservation of marine and coastal birds listed in annex II to SPA/BD Protocol in the Egyptian Mediterranean coastal area with the following profile requirements:

- ✓ Advanced University degree in marine biodiversity/ environment, such as environmental sciences, marine ecology, marine biology, etc.;
- ✓ Demonstrated expertise (At least ten (10) years) in the monitoring and conservation of threatened and endangered marine and coastal species with a focus on sea birds , including experiences in:
 - developing of National Action Plans, Strategies, project plans, timelines, budgets, monitoring and evaluation frameworks.
 - engaging effectively with a diverse range of stakeholders (government agencies, NGOs, local communities, and international organizations) to develop a shared vision and plan for the conservation of marine and coastal birds.
- ✓ Excellent communication skills in English, **and preferably speaking Arabic.**
- ✓ Good interpersonal skills, with the ability to work effectively with a diverse range of stakeholders.
- ✓ Ability to travel and work in the mediterranean region.

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Are eligible for the call for consultancy, individual consultants, who have proven skills and experience according to the expert profiles specified in section 6. of the technical specifications.

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 a separate file).

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

The estimated number of net working days to implement the tasks and deliverables of this contract are **10 effective working days (WD) excluding the three days for the visit to Egypt**. They are estimated as follows:

Deliverable 1: 1 days

Deliverable 2: 2 Days

Deliverable 3 : 5 days

Deliverable 4: 2 days

2.1. Technical offer

The technical offer must contain:

1. A cover letter outlining the consultants' suitability for the mission.
2. A curriculum vitae (CV) including education background with copies of their university diplomas, qualifications, professional experience, and **references to relevant previous works, studies and publications**.
3. Documents/URL links/certificates that support the relevant references presented.
4. A detailed methodological note presenting the consultant vision for the National Action Plan and how it mirrors the assignment objectives and scope and the methodological approach.
5. A detailed time planning schedule.

The selection process may include interviews (through a teleconferencing platform), as well as a preselection 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 ten (10) days. If after a period of ten (10) days, the documents are still not complete the offer will be eliminated.

2.3. Financial offer

The financial offer must be expressed in **Euro (€)**, 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 various tasks and deliverables, and including, but not limited to experts, 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; Cc: naziha.benmoussa@spa-rac.org , before **20 October 2023**

E-mails should have the following subject: "**Call for consultancy N°38/2023_SPA/RAC_ Elaboration of the National Action Plan for the conservation of marine and coastal bird species in the Egyptian Mediterranean coastal area– 'Applicant name'**".

Proposals received after this deadline will not be considered.

ARTICLE 4 - ADDITIONAL INFORMATION

Should questions or need for clarification related to these terms of reference and their content arise, bidders may submit a written request by e-mail to: lobna.bennakhla@spa-rac.org ; wassim.gaidi@spa-rac.org, no later than ten (10) calendar days before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

The payment will be made as follows:

- **50%** of the total amount of the contract, after submission of the **deliverables 1,2 and 3** and their approval and validation by SPA/RAC.
- **50%** of the total amount of the contract, after submission of the **deliverables 4** considering the review at national level, validation and their approval by SPA/RAC and the SPA National Focal Point.

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

The three days mission cost to Egypt will be covered directly by SPA/RAC according to UN rules.

ARTICLE 6 – EVALUATION PROCEDURE

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

6.1. 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:

- (i) Profile (experience, references and diploma) of consultants in relation to the subject of the present mission;

- (ii) The methodology proposed for conducting the mission, and observations/analysis on the terms of reference;
- (iii) Detailed time planning schedule and work organization.

Technical Evaluation Grid			
Criteria			Scoring
Expert	Experience	<ul style="list-style-type: none"> ✓ Demonstrated expertise (At least ten (10) years) in the monitoring and conservation of threatened and endangered marine and coastal species with a focus on sea bird: <ul style="list-style-type: none"> - developing of National Action Plans, and Strategies project plans, timelines, budgets, monitoring and evaluation frameworks. - engaging effectively with a diverse range of stakeholders (government agencies, NGOs, local communities, and international organizations) to develop a shared vision and plan for the conservation of marine and coastal birds. 	60 points maximum (4 points/reference + 1 additional point for a Mediterranean valid reference+ 1Additional point for marine and coastal bird speices
		No similar studies	0 point (<i>In this case the offer is eliminated</i>)
	Diploma	Advanced University degree in marine biodiversity/ environment, such as environmental sciences, marine ecology, marine biology, etc.;	10 points maximum
		University degree in the the above-mentioned disciplines	2.5 point
		No university degree	0 point (<i>In this case the offer is eliminated</i>)
	Methodology proposed	Methodology clearly presented, well-developed and meets the study terms of reference and objectives	
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 (<i>In this case the offer is eliminated</i>)	
Total score (100 points maximum)		 points

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

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:

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

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.

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

ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The bidder will work in collaboration with NFP of Egypt and SPA/RAC. The bidder will submit draft version of deliverables within the timeline specified in section 4. below. The bidder will submit the final version of deliverables as indicated in section 3. of the technical specifications.

ARTICLE 8 - PENALTY

In the absence of completion by the consultant of the services at his/her charge within the contractual deadlines envisaged in section 4. of the technical specifications (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE), it will be applied as of right and without notice, a penalty of one two hundredths (1/200) of the total amount of the contract (All Taxes Included - ATI) for each calendar day of delay.

The amount of the late penalties will be deducted from the accounts. The amount of the penalties is capped at 5% 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 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 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 10 - 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 experts assigned to the mission covered by this contract who contravenes the aforementioned obligation of professional secrecy would expose himself to legal proceedings.

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 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 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 in section 4. of the technical specifications (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE);
- b. in the case described in the Article 8 (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 15 - CONFLICT OF INTERESTS

15.1. 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.

15.2. 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 16 - PROVISIONAL AND FINAL ACCEPTANCE

The provisional acceptance is pronounced after complete completion of the services covered by this consultancy i.e., after the completion of the service described in section 3. (TASKS AND EXPECTED DELIVERABLES) and section 4. (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE). 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 certificate will only be delivered once the service provider has fulfilled all his obligations resulting from section 3. (TASKS AND EXPECTED DELIVERABLES) of the "Technical Specifications" and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX N°1

SUBMISSION LETTER

I, the undersigned (Director) of recorded in the commercial register on under the number Domiciled at 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 (.....) Euro.

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 ***** days (XXX 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 and official stamp)

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 model:

Designation	Unit price	Task 1		Task 2		Task 3		Total Task (1+2+3)	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
Fees									
Expert									
Sub-total/task (including 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)