



Terms of Reference

Update the 2014 State of the Marine Environment Report of the Benguela Current Large Marine Ecosystem (BCLME)

1. BACKGROUND

The Benguela Current Convention (BCC) is a multi-sectoral organisation established by the republics of Angola, Namibia and South Africa (Parties) to spearhead regional collaboration for integrated management, sustainable development and protection of the environment using an ecosystem approach to ocean governance in the Benguela Current Large Marine Ecosystem (BCLME). The BCC is the first inter-governmental Convention in the world to be based on a multi-sectoral approach to the Large Marine Ecosystem (LME) concept of ocean governance - a move towards managing transboundary resources at the larger ecosystem level (rather than at the national level) and balancing human needs with conservation imperatives.

The work of the BCC, which is guided by a five-year Strategic Action Programme (SAP), is driven and coordinated by its Secretariat based in Swakopmund, Namibia. Among key responsibilities of the Secretariat are to: (a) provide services to all the BCC structures through coordinating and facilitating the execution of their functions; (b) source resources, additional to the contributions made by the Parties, to carry out and implement the programmes of the Commission; and (c) establish partnerships with other organisations.

The BCC has published the first State of the Marine Environment Report (SOMER) in 2014, aiming to promote the sustainable management of natural and physical resources by informing the decision-makers about the consequences of actions and changes in the environment. The second SOMER is intended to ensure the continuity of this process over time, while filling the gaps emanating from the first SOMER, with main focus on state and trends of the coastal and marine environment.

2. SCOPE OF WORK

2.1. Objective of the consultancy

The objective of the consultancy is to elaborate the second State of the Marine Environment Report (SOMER) of the Benguela Current Large Marine Ecosystem (BCLME), covering the time period from January 2015 to December 2020 for marine environment monitoring purposes. This second SOMER is intended to fill the gap emanating from the 2014 report and update the current state of the BCLME.

This Terms of Reference is designed to procure services of a competent individual/firm to assist the BCC to elaborate the second State of the Marine Environment Report for the BCLME.

The consultancy has three objectives:

- Elaborate countries State of the Marine Environment Report;
- Elaborate Regional State of the Marine Environment Report; and
- Elaborate national and regional strategy for SOMER.

2.2. Outcomes and deliverables

Outcome 1: Country reports on environmental monitoring programme and indicators

The consultant, in collaboration with the BCC Secretariat, will guide the countries (Angola, Namibia and South Africa) in gathering the data and available information and elaborate the country reports. The information from countries will be used in the regional SOMER.

Deliverables under this outcome will include:

- Inventory of the environmental monitoring programmes and indicators done by the countries;
- Report for each of the three countries on environmental monitoring programme and indicators;
- Definition of material and indicators to be considered for the SOMER (including key pressures); and
- Recommendations to countries on strengthening monitoring programmes at national level.

Outcome 2: State of the Marine Environment Report for the BCLME

In collaboration with the Regional Working Group members and the BCC Secretariat, the consultant will produce a consolidated State of the Marine Environment Report for the region. The Consultant will also recommend the procedures to be considered for the next SOMER.

Deliverables under this outcome will include:

- Elaboration of the BCLME SOMER; and
- Presentation of SOMER to EAC; and
- Final copy of BCLME SOMER.

Outcome 3: Development of regional monitoring strategy

In collaboration with the Regional Working Group members and the BCC Secretariat, the consultant will elaborate on a regional monitoring strategy for the BCC.

Deliverables under this outcome will include:

- Consolidated environmental monitoring indicators for the region through the Environmental Monitoring and Assessment Working Group;

- Environmental Monitoring Programme (defining institutional responsibilities, capacity needs, equipment requirements, appropriate partners and fiscal arrangements) at the regional level
- Presentation of the strategy to EAC; and
- Regional recommendations to the Commission.

3. TIMELINE

It is anticipated that the consultancy will run from March 2021 to September 2021.

4. WORKSTATION

This is a home-based assignment with travel to the BCC Parties. All travels shall require prior authorisation by the BCC.

The Consultant is expected to run two days meetings in Angola, Namibia and South Africa, one regional meeting and should attend one EAC meeting.

5. QUALIFYING REQUIREMENTS FOR THE CONSULTANT/FIRM

5.1. Eligibility

The consultant should be a registered entity or individuals who meet the criteria in 5.2.

Preference will be given to entities or individuals that promote women empowerment and capacity development of young professionals.

Tenders will only be considered provided that all the documentation as specified in Appendix A and B of this document have been supplied.

5.2. Qualifications of Consultant(s)

The consultant is required to have the following qualifications and expertise:

- A Master's degree/PhD in natural sciences;
- Experience in marine environmental research/ monitoring;
- A good scientific track record in the marine environment;
- Demonstrated ability to facilitate processes and to work with a broad array of stakeholders;
- Well-developed analytical and reporting skills;
- Good command of spoken and written English language; and
- Working knowledge of Portuguese would be highly advantageous.

Core Competencies:

- Ability to produce high quality outputs in a timely manner while understanding and anticipating the evolving needs of the BCC;
- Strong organizational skills;
- Ability to work independently;
- Sound judgement, strategic thinking and ability to manage competing priorities;

- Display cultural, gender, nationality sensitivity, understanding and adaptability;
- Excellent diplomatic knowledge.

6. ADDITIONAL INFORMATION

6.1.Evaluation of tenders

- a) The contract will be awarded from the qualifying tenders as per the following criteria:
- i. Responsive/compliant/acceptable, and
 - ii. Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the tender proposal. In this regard, the respective weight of the proposals are as follows:
 - a. Technical Criteria weight is **70%**
 - b. Financial Criteria weight is **30%**

Criteria	Weight	Max. Point
Technical Competence (based on CV, Proposal and interview (if required))	70%	100
▪ Proven scientific track record in the marine environment (research/monitoring/publications)		40%
▪ Response to the ToR and comprehensiveness of the methodology/approach		30%
▪ Previously disadvantaged individual/ entities, young professionals and women		20%
▪ Working knowledge of Portuguese		10%
Financial (Lower Offer/Offer*100)	30%	30%
Total Score	Technical Score * 70% + Financial Score * 30%	

6.2.Modification of terms

The BCC Secretariat reserves the right to add, modify or omit certain portions of the tender scope at any time at its sole discretion. This includes the right to cancel this tender at any time prior to entering into a contract with the successful bidder.

6.3. Tender award

The contract will be awarded to a successful bidder within 60 days of closing of this tender and the successful bidder will commence work within four (4) weeks from the date of signature, by all parties.

6.4.Prime contractor relationship

The BCC Secretariat will enter into a contract with only one successful bidder.

6.5. Confidentiality

- i. Tenders submitted will not be revealed to any other bidders.
- ii. The BCC Secretariat reserves the right to seek clarification or verification of any information contained in the tenders.
- iii. All information pertaining to BCC obtained by the bidder as a result of participation in this tender is confidential and must not be disclosed without written authorisation from the Executive Secretary of BCC.

6.6. Ownership of data

All tenders, including any supporting documents and or training materials or any other documentation with reference to this tender, submitted to the BCC Secretariat becomes the property of BCC.

Any data of whatever nature resulting from the provision of the Products and Services shall be the property of BCC and may be used by BCC without restriction. All data or information that may be shared with the successful bidder during the provision of the Products and Services shall upon the termination of the contract, be returned to the BCC Secretariat.

7. SUBMISSION OF PROPOSALS/BIDS

The deadline for the submission of tenders is **22 February 2021 at 16h00, Namibia time**

The Proposal shall comprise the following documents in electronic copies:

- a) Technical Component
- b) Financial Component

The Proposal shall be emailed to Laimy Brown at laimy@benguelacc.org

The BCC may decide to reserve the right to annul the tendering process and not award the contracts. The Financial Proposal should remain **valid for 90 (ninety) days** from the tender closing date.

The BCC may decide to reserve the right to annul the tendering process and not award the contracts.

APPENDIX A - TECHNICAL PROPOSAL

Bidders must address all the issues and requirements which appear in Appendix A.

1. UNDERSTANDING OF THE ASSIGNMENT

A detailed proposal indicating a clear understanding of the Terms of Reference and the methodology to be applied will be required.

2. TECHNICAL REQUIREMENTS

- i. A one-page letter of introduction identifying the bidder and signed by the person(s) authorised to bind the bidder to statements made in the proposal.
- ii. Complete CV, certified qualifications and other documentation in support of the CV.
- iii. Proof of technical knowledge or qualifications or experience of staff that will carry out the work as specified in the deliverables
- iv. A Profile of the Company / Consultancy Firm / Consortium / Individual.
- v. All bidders are required to clearly state the name of the Primary Party with whom the BCC Secretariat will enter into an Agreement. In the event of a consortium, or group of companies jointly delivering a response, full details are required of each of the legal entities involved.
- vi. Description of role or element of the proposal to be fulfilled by any third-party and the full contact details of any third-parties involved in the proposal (if applicable).

3. REFERENCES

- i. A record of previous similar assignments undertaken by the bidder.
- ii. Bidders must provide a minimum of three (3) clients (names, addresses and telephone numbers) who may be contacted for references in connection with the scope of work.
- iii. These references should be current, stipulate the nature of work undertaken, the financial value of the Services offered and where the work was executed.
- iv. The BCC Secretariat reserves the right to undertake a full background check on all references submitted prior to awarding the contract.

APPENDIX B - FINANCIAL PROPOSAL

Bidders must address all the issues and requirements which appear in Appendix B.

1. SCHEDULE OF COSTS/FINANCIAL PROPOSAL

The schedule must take the following format:

- i. All costs must be quoted in Namibian Dollars (NAD).
- ii. The total cost of the proposal (best and final offer).
- iii. All prices must be quoted including VAT.
- iv. The BCC shall cover all workshops, travel and subsistence costs
- v. A breakdown of the pricing and cost components for Services set out in this invitation to tender should be in line with the given timelines.

2. GENERAL INFORMATION

- i. Bidders are solely responsible for their own costs in preparing the tender.
- ii. Payments for all products and services (professional fees and reimbursements) covered by this project shall be made within 30 (thirty) days subject to receipt of appropriate invoices, the satisfactory completion of work, and adherence to BCC policies.
- iii. The BCC shall not be liable for any losses, damages, costs, charges or expenses caused by defects or damage to the service provider's equipment and supplies.
- iv. The BCC may decide to reserve the right to add, modify or omit certain portions of the proposal.

