



**Mediterranean
Action Plan**
Barcelona
Convention



*The Mediterranean
Biodiversity
Centre*

Call for consultancy N°19/2025_SPA/RAC_GEF CP 3.1.

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

**DEVELOPMENT OF A MANAGEMENT PLAN
FOR THE COASTAL AND MARINE AREA OF GARAH
ISLAND IN LIBYA**

July 2025

TECHNICAL SPECIFICATIONS

1. GENERAL CONTEXT

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention in order to assist the Mediterranean countries in implementing the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) of the Barcelona Convention. 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.

On the other hand, and in accordance with its mission, SPA/RAC is a partner in the GEF- funded MedProgramme Project "Child Project 3.1" (link). This project is focusing on "Management Support and Expansion of Marine Protected Areas in Libya" and constitutes Component 3 of the MedProgramme: Protecting Marine Biodiversity. It aims in addressing the capacity barriers that hinder the sustainability and effectiveness of the Marine Protected Areas (MPAs) network in Libya, through the establishment of MPA management support mechanisms.

The project is implemented by the UN Environment Programme and executed by the UN Environment/MAP and the three co-executing partners, namely SPA/RAC, IUCN Med and WWF NA in close collaboration with the Ministry of Environment in Libya. It has three components: 1) Improving Governance and Management Support of existing and potential MPAs in Libya, namely Gara Island, Ain El Ghazela and Farwa lagoon and, 2) Participation and Institutional strengthening of national and local stakeholders, and 3) Awareness-raising and Communication on MPAs values and benefits.

Regarding Libya, SPA/RAC is collaborating with the Ministry of Environment in the establishment of governance structure for MPAs in Libya via the development of:

1. The draft law on Protected Areas in Libya
2. The legal and institutional framework for the establishment of Marine and Coastal Protected Areas (MCPAs) in Libya
3. The post-2020 National Strategy for marine and coastal protected areas (MCPAs) and other effective area-based conservation measures (OECMs) in Libya

The coastal and marine area of Garah Island in Libya has been identified as a potential Marine Protected Area (MPA) under the Ministry of Environment Decree 272/2021. This designation reflects the site's significant conservation value, especially as a critical habitat for Mediterranean Action Plan seabird species and essential seagrass communities. Selected as a pilot site for CP 3.1, the project will support the development of comprehensive management plan to ensure effective conservation and sustainable use of this vital ecosystem.

The process of the management plan elaboration will be jointly carried out with the relevant governmental bodies, civil society and socio-professional and economic actors, based on national/local consultation approach and process. It will be based on the results of the ecological and socio-economic studies undertaken in the area, to ensure that the final version of the management plan will be produced and will consider both conservation objectives and the requirement that the future marine protected area needs to be integrated within its economic and social environment.

2. OBJECTIVES

The objective of this consultancy is to **elaborate a management plan of the coastal and marine area of Garah island** in Libya. The specific objectives are:

- To synthesize the data pertaining to the site on the basis of the studies carried out by the Ministry of environment, SPA/RAC, and/or any other relevant documents elaborated for the management of the site;
- To reconsider the proposals stemming from the above-mentioned studies taking into account the evolution in terms of the use of the space and the exploitation of the site which occurred in the last period, to supplement the information and the current state of the site;
- To analyse the interactions, covering all aspects, of the study perimeter with its environments, both near and further away, so as to propose a management plan containing actions for the protection, valorisation and the preservation of the study area;
- To consult the local stakeholders regarding the protection, management and valorisation of the site to enhance the conservation and management of the future MPA taking into account the natural, socio-economic and cultural heritages;
- To identify the modalities and mechanisms for the partnership and the participation of the local stakeholders in the management of the future MPA.

3. SCOPE OF THE WORK, TASKS AND DELIVERABLES

The present study shall assess the existing situation by covering the domains of the “eco-socio-system” prevailing within the marine and coastal area and by advocating the human role played by all the stakeholders who are striving for its management either directly or indirectly.

Several tasks pertaining to issues concerning the natural environment, the human element and the means and mechanisms set up for the site’s management are expected to be achieved, such as:

- Drawing up an assessment-diagnosis report;
- Elaboration of a draft management plan including the conservation and eco-development programmes with a particular focus on the partnership modalities and mechanisms for its implementation and its business planning;
- Consultation, where possible, with the relevant stakeholders through small-scale meetings, interviews with focus groups and field visits;
- Training of the primary stakeholders, in particular the institutional stakeholders, on the management plan elaboration,
- Presentation and discussion of the management plan in dedicated consultation workshops;
- Final validation and adoption of the management plan by the stakeholders.

Taking into consideration the above-mentioned tasks, the management plan shall include:

- An executive summary;
- The strategies/programmes of the management of the site;
- The management zoning of the reserve including its coastal and marine parts;
- The human and material means and resources necessary for the management of the site;
- A mapping and analysis of the various stakeholders;
- An ecological monitoring programme, in line with the EcAp/IMAP process and roadmap of the Barcelona Convention; (ii) relevant monitoring programmes to stop/mitigate illegal fishing; (iii) and relevant climate change programmes;
- A separate chapter outlining the participation, commitment and partnership mechanisms of the local stakeholders in the management and the best way to promote the nature reserve with a particular focus on gender equity with a view to formulating future guidelines for the valorisation of women's know-how and biodiversity-related practices.
- A detailed timetable for the five-year action plan of the management plan;
- Bibliography;
- An annex listing the stakeholders consulted within this phase and summarizing the results of small-scale interviews and consultation meetings in focus groups.
- An English summary (7-10 pages) of the management plan;
- Photos in high resolution of the field trips and workshops and those used in the management plan;
- Digital thematic maps used in the management plan report, in a system which is compatible with the geographic information system (GIS) commonly used and agreed upon by the Ministry of Environment and SPA/RAC.

Further to the eventual small-scale interviews and consultation meetings in focus groups with stakeholders to be conducted by the consultants team, the Ministry of Environment, and SPA/RAC intend to organise 1-2 consultation workshop(s) with the various stakeholders where these stakeholders will be initiated and trained on the elaboration process and the proposed management plan.

The final version of the management plan could, if Ministry of Environment and SPA/RAC deem this to be necessary, be presented during another workshop for validation and final adoption. This final document will be the achievement of the concertation which reflects the stakeholders' choice for their future and that of their space.

The consultants team will be in charge of the preparation and conduction of the above-mentioned consultation workshops including the preparation of the workshops' reports/minutes. The organisation costs of the consultation workshops (accommodation and meals for the participants) will be borne by SPA/RAC.

If Ministry of Environment and SPA/RAC deem it necessary, to hold any other workshop in addition to the planned ones, the participation fees of the consultant team will be at the charge of SPA/RAC.

In case where the security, political and social situation in Libya would not allow undertaking field trips, visits, meetings or workshops, the alternative would be therefore to organise consultation workshops in Tunisia where the main stakeholders will be invited by SPA/RAC to attend these gatherings. As mentioned above these workshops with the various stakeholders will serve to train them on the elaboration process and the proposed management plan.

All logistic and organisational aspects related to these gatherings will be at the charge of SPA/RAC, including travel and accommodation of consultants and all concerned stakeholders.

4. WORKING LANGUAGES

The working languages for this assignment are Arabic and English.

The consultants team should be aware that the local consultations and workshops are to be conducted in Arabic.

The expected deliverables should be presented in Arabic. However, it is important to consider that the bidder should provide English summary report (7-10 pages, maximum) of the management plan.

5. STUDY PERIMETER

The study perimeter covers the marine and coastal parts of Garah island as defined within the previous studies undertaken in close collaboration with the Ministry of Environment.

6. DURATION, DELIVERABLES AND SCHEDULE FOR IMPLEMENTATION

The maximum study implementation period is 7 months starting from the date of the signature of the contract including the timeline for submitting the final documents.

The number of working days to implement the tasks and deliverables of this assignment are **60 effective working days**.

This will take place as follows:

Phase	Deliverable	Deadline
Management Plan elaboration	Kick-off meeting	2-3 weeks after the contract signature with the consultants in charge of the elaboration of the management plan
	First consultation workshop with stakeholders	2 months after the contract signature date
	Draft management plan report	1,5 months after the organisation of the first consultation workshop with stakeholders
	Second consultation workshop with stakeholders	1,5 months after the submission date of the draft management plan report
	Final version of the management plan, including the comments and approval from Ministry of Environment and SPA/RAC and all photos, maps in high resolution and appropriate format.	1,5 months after the organisation of the second consultation workshop with stakeholders

The overall assignment should be completed no later than 31st of March 2026.

A copy of the following studies will be provided to the Consultants team:

- Studies carried out by SPA/RAC and the Ministry of Environment within the framework of the GEF CP 3.1. Project, namely (i) the ecological and the socio-economic studies;
- Studies carried out by the Ministry of Environment;

- The available digital mapping;
- A support introduction letter of the consultants team to be provided to the main national agencies/institutions;
- Any other report or document deemed to be useful for the successful completion of the mission.

At national level, the Ministry of Environment of Libya and SPA/RAC will be in charge of issuing the invitations to the consultation workshops and other formal work meetings programmed in close consultation with the consultant team.

7. MAXIMUM BUDGET

A maximum budget of 24 000 US Dollars is available for this work. Any financial bid exceeding this budget means that the bid will be eliminated.

8. MONITORING, CONTROL AND VALIDATION OF THE WORK

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

The consultant's team will work under the supervision of a monitoring team that will discuss, validate and finalize the various phases, tasks and deliverables.

The consultant's team will submit a provisional version of the report of each phase within the timeline specified in article 6 above. The consultant's team should submit the final version of each report upon receiving the feedback/comments of the monitoring team on the report, in accordance with the timeline specified in article 6 above.

9. REQUIRED EXPERTISE, QUALIFICATIONS AND EXPERIENCE

The consultant's team participating in this call should have the main following areas of expertise:

- Postgraduate degrees or equivalent experience in marine biology, ecology, or a related field.
- Proven experience in the conservation of coastal and marine protected areas, biodiversity and environmental issues;
- Proven competence in the planning for the creation and management of protected marine areas;
- Proven experience in running evaluations and assessments of marine conservation strategies and programmes;
- Proven experience in running surveys and data analysis;
- Proven experience in reporting, writing and producing reader-friendly illustrated reports and publications;
- Demonstrated ability to work with diverse stakeholders and at national and local levels;
- Familiarity with the Libyan context,
- Mastering Arabic and English languages.

The Consultant team should be composed of 2 experts, led by one of them. This should be clearly specified in the bidder offer.

The consultant's team could propose more than one expert per position. In this case, and for the technical evaluation, the score attributed to each position will be the lowest of the scores attributed for each of the experts proposed for the same position.

On the other hand, one expert cannot be proposed for more than one position.

ADMINISTRATIVE CLAUSES

ARTICLE 1. CONDITIONS FOR PARTICIPATION IN THE CALL FOR TENDERS

This consultation is open to consultants with postgraduate degrees or equivalent experience in marine biology, ecology, or a related field, including proven experience and competence in the conservation and planning for the creation and management of coastal and marine protected areas.

The consultant's team should be composed of at least two experts led by one designated Expert (Expert E1 or Expert E2) who will be the main vis-à-vis of the consultant's association.

ARTICLE 2. COMPOSITION AND PRESENTATION OF OFFER

The submitted offer must include separately: (i) a technical offer, (ii) administrative documents, and (iii) a separate 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 (CV) including: high education with copies of university diplomas, qualifications, professional experience, and references to previous relevant works and publications highlighted in bold and particularly relevant studies.
3. Documents/URL links/certificates that support the relevant references presented.
4. A detailed methodological note presenting the consultant vision for the project and how it mirrors the assignment objectives and scope, the methodological approach, organization of the work, and comments on the terms of reference, if needed.
5. A detailed time planning schedule, organization and sequential chronogram of intervention of the consultants team.

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.
In cases where the bidder has an academic profession (Researcher or University teaching staff), a sworn statement that he/she is complying with the law applicable to taxes and fees in force in his/her country would be accepted.

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 (date, signature and stamp of the provider at the end of the document).

If the original administrative documents are not in English, French or Arabic, 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 **United States Dollars (USD)**, 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.

The financial offer should 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: procurement@spa-rac.org , before **18 August 2025, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject: **"Call for tenders n°19/2025_SPA/RAC_GEF CP3.1. - Elaboration of a management plan for coastal and marine areas of Garah island in Libya – '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: procurement@spa-rac.org, 7no later than seven (7) calendar days before the deadline for the proposal submission.

ARTICLE 5. TERMS OF PAYMENT

The fees/payments relating to this contract, the amount of which is set out in the tender, will be paid within 30 days of receipt of the invoice and related supporting documents and/or validation by the SPA/RAC.

Payment for the mission will be made as follows:

- **30%** after the organization of the kick-off meeting with the consultants and the preparation of a detailed work plan duly approved by the SPA/RAC and receipt of an invoice;
- **60%** of the total amount after receipt and validation by SPA/RAC of the of the detailed and illustrated report of the management plan of the site and receipt of an invoice;
- **10%** after receipt and validation by SPA/RAC of all the materials related to the assignment.

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 bidder in his/her resident country and where he/she pays the taxes.

ARTICLE 6. EVALUATION PROCEDURE

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

6.1. Technical evaluation

The technical offers will be first examined, while the financial offers remain sealed. Applications will be evaluated based on the following criteria:

1. **Profile (experience and qualifications)** of the consultants in relation to the subject of this assignment (**50 points**);
2. The **proposed methodology** for carrying out the assignment (**40 points**);
3. The detailed schedule and timetable (including an intervention chronogram) (**10 points**).

Criteria ¹			Scoring for a group of individual consultants
Expert 1 - <i>Management planning expert with Extensive experience on planning and/or management of marine protected areas. The knowledge of the Libyan context of marine protected areas would be an asset.</i>	a- Nature and number of similar studies	References concerning the execution of similar studies	<u>20 points maximum</u> (5 points/reference + 2 additional points/reference in Libya)
		No references	0 points (<i>in this case the offer is eliminated</i>)
	Diploma	Post-graduate degree in marine biology or marine ecology or related discipline	<u>5 points maximum</u>
		University degree in the above-mentioned or related disciplines	3 points
		No university degree	0 point (<i>In this case the offer is eliminated</i>)
Expert 2 – <i>Marine biodiversity conservation expert with a demonstrated experience in marine protected areas and/or marine biodiversity conservation and natural resource planning and/or management.</i>	a- Nature and number of similar studies	References concerning the execution of similar studies	<u>20 points maximum</u> (5 points/reference + 2 additional points/reference in Libya)
		No references	0 points (<i>in this case the offer is eliminated</i>)
	Diploma	Post-graduate degree in economics or socioeconomics, communication, marketing, environmental sciences or related disciplines	<u>5 points maximum</u>
		University degree in the above-mentioned or related disciplines	3 points
		No university degree	0 point (<i>In this case the offer is eliminated</i>)
Methodology proposed for conducting the mission, and observations/analysis on the terms of reference	Methodology clearly presented, well developed and meets the study terms of reference and objectives (<u>the presentation of improvements and innovations is desirable</u>)		<u>40 points maximum</u>
	Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives		30 points
	Methodology not developed but meets the study terms of reference and objectives		20 points
	Methodology not clearly presented and does not meet the study terms of reference and objectives, or		0 point (<i>In this case the offer is eliminated</i>)

	No methodology presented	
Detailed time planning schedule, organization and sequential chronogram of intervention of the team experts	Planning is clearly presented, well developed and meets the study terms of reference and objectives	10 points maximum
	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 <i>(In this case the offer is eliminated)</i>
Total score (100 points maximum)		... points

¹ : The consultant's team could propose more than one expert per position. In this case, and for the technical evaluation, the score attributed to each position will be the lowest of the scores attributed for each of the experts proposed for the same position

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

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

Once the technical evaluation work has been completed, the Committee assigns a final technical score over 100 to each offer.

Technical score = (final score of the technical offer in question / final score of the best technical offer) x 100.

6.2. Financial evaluation

Once the technical evaluation has been completed, the financial offers of applicants that have not been eliminated during the technical evaluation will be examined.

The evaluation committee will check that the financial offers do not contain any obvious arithmetical errors. Any possible obvious arithmetical errors will be corrected, and the corrected figures will be taken into consideration.

The evaluation committee will then proceed to a financial comparison. The lowest financial offer that is judged acceptable will receive 100 points. The other offers will be attributed a score based on the following equation:

Financial score = (amount of the lowest accepted offer/amount of the offer in question) x 100

6.3. Conclusions of the evaluation committee

The choice of the best offer is achieved by weighting the technical and financial scores using a distribution key of 80/20 basis. To this end:

- The technical score will be multiplied by a coefficient of 0.80.
- The financial score will be multiplied by a coefficient of 0.20.

The weighted technical - financial scores thus calculated will be added to ascertain the offer with the best technical and financial score.

Technical-financial score = (Technical score x 0.80) + (Financial score x 0.20)

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.

ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The contractor will work under the supervision of a monitoring committee to discuss, validate and finalise the various phases, tasks and deliverables.

The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 3 (TASKS AND EXPECTED RESULTS) and section 4 (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE) of the technical specifications.

ARTICLE 8 - DEADLINE FOR THE EXECUTION OF THE MISSION

The maximum study implementation period is 7 months starting from the date of the signature of the contract including the timeline for submitting the final documents.

The number of working days to implement the tasks and deliverables of this assignment are **60 effective working days (WD)**.

This will take place as follows:

Phase	Deliverable	Deadline
Management Plan elaboration	Kick-off meeting	2-3 weeks after the contract signature with the consultants in charge of the elaboration of the management plan
	First consultation workshop with stakeholders	2 months after the contract signature date
	Draft management plan report	1,5 months after the organisation of the first consultation workshop with stakeholders
	Second consultation workshop with stakeholders	1,5 months after the submission date of the draft management plan report
	Final version of the management plan, including the comments and approval from Ministry of Environment and SPA/RAC and all photos, maps in high resolution and appropriate format.	1,5 months after the organisation of the second consultation workshop with stakeholders

The overall assignment should be completed no later than 31st of March 2026.

ARTICLE 9 - PENALTY

In the absence of completion by the consultant of the services at his/her charge within the contractual deadlines envisaged in section 6 of the technical specifications (DURATION, DELIVERABLES AND SCHEDULE FOR IMPLEMENTATION), It will be applied as of right and without notice, a penalty of one two hundredths (1/300) 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 10 - INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP OF DOCUMENT

All legal rights throughout the world in works or inventions created by the provider in connection with the consultancy shall be allowed to SPA/RAC. The provider recognizes that such rights include, but are not limited to, copyright and other rights in written material, sound and video recordings (including films), maps, photographs, etc. as well as patents and other rights in inventions, and that the said rights enable SPA/RAC to 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 contract, will become and remain the property of SPA/RAC, and the consultant will submit them to SPA/RAC.

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

ARTICLE 11 - ARBITRAGE, DISPUTE SETTLEMENT

Every dispute arising from or in connection with this contract execution shall be solved by way of amicable negotiations by the parties. The contract is deemed to have been made in Tunisia and to be subject to Tunisian law. In case of dispute, the Court of Tunis is competent.

ARTICLE 12 - LIABILITY AND INSURANCE

SPA/RAC does not accept any liability for acts of third parties, accidents, sickness, losses of any kind, however caused arising during the implementation of the specific actions and the production of the relative outputs expected. The consultants team confirms that themselves or any involved staff will be covered by appropriate insurance.

ARTICLE 13 – FORCE MAJEURE

Force majeure means any event outside the control of a party so that it is impossible for one party to carry out his obligations or the implementation of these obligations becomes so difficult that it is considered to be impossible to carry them out under such circumstances.

The party which invokes force majeure must inform its co-contractor within seven (7) days of its occurrence so that the contractual deadline will be suspended with a joint agreement between the parties for the period which is covered by the case of force majeure.

SPA/RAC has a right to assess the circumstances of the impediments invoked by the holder as a case of force majeure to see if they are convincing, and if this should not be the case, then the days of discontinued work will be accounted for as days of delay.

Failure by either party to fulfil any of its contractual obligations does not entail a contract termination or failure to fulfil its contractual obligations if such a failure is due to a case of force majeure, if the party that finds itself in such a situation has done the following:

- a. has taken all the reasonable precautions and measures to allow it to comply with the terms and conditions of the contract; and
- b. has informed the other party of the event, as soon as possible. Any timeline given to a party for the execution of its contractual obligation will be prolonged by a period which is equal to the period during which that party was prevented from fulfilling its obligations.

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

ARTICLE 14 - CANCELLATION CONDITIONS

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

- a. no respect for the deadline of the execution in the application of Article 6 (DURATION, DELIVERABLES AND SCHEDULE FOR IMPLEMENTATION);
- b. in the case described in Article 9 (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 specifications of the present consultancy (section 3 of the technical specifications: SCOPE OF THE WORK, TASKS AND DELIVERABLES) If the tenderer goes bankrupt or into receivership.
- d. 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;
- e. If the tenderer was involved in corruption or fraudulent manipulations 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
- f. 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 results*) of the technical specifications, and Article 8 (*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 report will only be delivered once the service provider has fulfilled all his obligations resulting from sections 3 (*tasks and expected results*) of the “Technical Specifications” and article 8 (*time duration of the contract, deliverables & timeline*) and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

I, the undersigned, Mr., after having taken due note of the dossier documents of the call for consultancy N° launched by, pertaining to a mission of I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is () USD ATI.

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

I pledge that the conditions in my offer will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the date for the deadline for the receipt of tenders.

SPA/RAC pledges to pay the amount after the signing of a contract 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)

(Signature)

ANNEX N°2
DETAILS OF GLOBAL PRICE

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

Designation	Unit price (\$)	Number of effective working days	TOTAL
Experts Fees			
Fees Expert E1			
Fees Expert E2			
Other fees			
Other costs necessary for the proper performance of this assignment			
TOTAL			

Amount of the offer is fixed at the sum of..... All Taxes
Included (ATI).

(Signature)