



**Mediterranean
Action Plan
Barcelona
Convention**



CALL FOR CONSULTANCY N°47/2024_SPA/RAC_FishEBM Med

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

**“GUIDELINES DOCUMENT TO SUPPORT FOR REDUCING SOLID
WASTE DISCHARGE FROM FISHING BOATS IN LINE WITH POST
2020 SAPBIO Action 7”**

November 2024

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

TECHNICAL SPECIFICATIONS

I- Context

I.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 Mediterranean (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 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.

I.2. The FishEBM MED project

The Mediterranean sustains ancient fisheries alongside diverse industrial, semi-industrial, and small-scale operations, exploiting its rich biodiversity. Unlike other regions, it lacks large mono-specific fisheries, relying instead on a variety of benthic and pelagic stocks, including molluscs and crustaceans. Given its semi-enclosed nature, cooperation among littoral States is crucial for sustainable management, balancing the preservation of marine biodiversity with the needs of fishing communities. Despite being overshadowed by emerging sectors like tourism and oil exploration, the fishery sector provides vital employment, nutrition, and coastal community support. With anthropogenic pressures rising, there's a growing need for ecosystem-based management to ensure sustainability.

The FishEBM Med project therefore has as its objective to reverse the over-exploitation of select commercial living marine resources by enhancing the capacity of Mediterranean countries to manage fisheries, including through the application of ecosystem-based management tools, in their blue economy development pathway.

The project will be implemented, in Albania, Algeria, Bosnia and Herzegovina, Lebanon, Libya, Montenegro, Morocco, Tunisia, and Türkiye, through the following five Components:

- Component 1 – Strengthened capacity to manage commercial fisheries, with particular focus on SSF
- Component 2 – Enhanced integration of emerging monitoring, control and surveillance technologies in the fight against IUU fishing
- Component 3 – Integrated ecosystem-based management tools and ecosystem approach to biodiversity protection and sustainable fisheries
- Component 4 – Innovative blue economy solutions accounting for the fishery sector
- Component 5 – Knowledge management and out scaling

The project aligns with the Post-2020 Strategic Action Programme for the Conservation of Biological Diversity in the Mediterranean (SAPBIO) and the General Fisheries Commission for the Mediterranean's (GFCM) 2023 strategy. It seeks to implement key objectives of these frameworks by:

1. Enhancing capacity for sustainable fisheries management, in line with SAPBIO's goals for biodiversity conservation.
2. Integrating advanced monitoring technologies to address IUU fishing, as prioritized in the GFCM 2023 strategy.

3. Implementing ecosystem-based management tools, as advocated for by both SAPBIO and GFCM to ensure long-term sustainability.
4. Developing innovative blue economy solutions, aligning with the objectives of both frameworks to promote sustainable economic development.
5. Sharing knowledge and best practices, fostering collaboration and learning, as emphasized in SAPBIO and GFCM strategies to promote regional cooperation and capacity building.

FishEBM MED is a project funded by GEF and it's a collaborative effort led by the Food and Agriculture Organization (FAO) and the United Nations Environment Programme (UNEP), with execution facilitated by the General Fisheries Commission for the Mediterranean (GFCM) and the Mediterranean Action Plan (MAP) under the Barcelona Convention, through the Specially Protected Areas Regional Activity Centre (SPA/RAC).

II- BACKGROUND

Marine waste has become a major pollution problem in regional seas, including the Mediterranean, impacting both coastal waters and shorelines. This type of waste, known as marine litter, consists of any durable, human-made solid material that ends up being discarded, left behind, or abandoned in marine and coastal areas. It is primarily composed of materials that degrade very slowly, such as plastics, metals, glass, wood, and leather. These materials can be found on beaches, floating on the water's surface, suspended in the water column, or settled on the seabed. The ongoing increase in solid waste, combined with its slow breakdown, is causing a steady rise in marine litter, which presents complex challenges for authorities and environmental organizations, including economic, ecological, public health, and aesthetic concerns.

While land-based activities are the greatest source of marine litter, sea-based sources, including merchant shipping, ferries, cruise liners, and fishing vessels, also contribute significantly. **Fishing and port activities generate, in particular, large amounts of waste, often dumped directly into the marine environment, with inadequate waste management practices.** Initial efforts to reduce marine litter began with larger vessels, promoting onboard waste storage and organized disposal in ports. However, addressing waste from small-scale fishing boats remains crucial. This artisanal fishery, which involves smaller vessels, also generates a notable amount of waste that is often inadequately managed or discarded directly into the marine environment. Among the most harmful waste are abandoned fishing nets, expanded polystyrene, and batteries, which can cause significant harm to marine ecosystems through ghost fishing, strangulation, and chemical pollution.

The Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in the Mediterranean Region (Post-2020 SAPBIO), adopted by the CoP22 of Barcelona Convention is a Mediterranean action oriented marine and Coastal Biodiversity Conservation Policy aiming at contributing to the achievement of the good environmental status, to the Sustainable Development Goals and their respective targets, and the CBD Post-2020 Global Biodiversity Framework through the optic of the Mediterranean context. Concerning Marine Litter, the action 7 concern preventing leakage and removing marine litter to mitigate its impact on the ecosystem by (i) testing new technologies to prevent and remove marine litter, through a full ban on plastic bags and/or changing how waste is collected and managed in cities and touristic destinations, captured in rivers and dams, and by the fishing and aquaculture sectors where appropriate, so abandonment of fishing gear and the leakage of plastic decreases.

III- OBJECTIVE AND SCOPE

Under the component 3 of the project FishEBM Med "Integrated ecosystem-based management tools and ecosystem approach to biodiversity protection and sustainable fisheries" and particularly the output 3.3, the focus will be on identifying measures to mitigate the negative effects of potential stressors on biodiversity.

Hence, the primary objective of this consultancy is to develop comprehensive guidelines aimed at reducing and managing solid waste discharge from fishing boats in the Mediterranean region. These guidelines should be aligned with the **Regional Plan on Marine Litter Management in the Mediterranean** and the Post-2020 SAPBIO Action 7 which focuses on preventing/removing marine litter and mitigating its impact on marine ecosystems. The guidelines should provide sustainable waste management practices and actionable strategies for fishing communities to minimize waste generation, contributing to the overall goal of reducing marine pollution.

IV- TASKS TO BE UNDERTAKEN

The consultant will be responsible for the following key tasks:

- **Desktop review:**
 - Conduct a thorough desk review of existing waste management practices on fishing boats in the Mediterranean and worldwide, with a focus on identifying common sources of solid waste and an evaluation of the effectiveness of existing regulations and waste management systems in fishing port facilities, highlighting gaps and areas for improvement.
 - The first draft desk review will be shared, by SPA/RAC, with the Barcelona contracting Parties for national consultation (SPA NFP and MedPOL NFP) and with the relevant regional stakeholders/organisations to get feedback and comments to be integrated in the final version.
- **Development of the Guidelines on reducing and managing solid waste discharge from fishing boats in the Mediterranean region**, which should include the following points:
 - A set of clear and practical instructions for reducing and managing solid waste discharge from fishing boats by covering waste prevention, onboard storage, improved waste collection, sorting systems, and disposal methods at designated facilities.
 - Recommendations for the adoption of sustainable fishing gears, and measures to prevent the abandonment of fishing nets and other hazardous materials.
 - A framework for monitoring its implementation and their effectiveness in reducing solid waste discharge over time.

The draft guidelines will be subject of consultation process and reviewed at national level and regional level through relevant regional stakeholders/organisations to get feedback and comments to be integrated in the final version before its submission to the governing bodies/meetings (SPA/BD Focal Points Meetings).

The final guidelines document should be clear, accessible, and adaptable to various local contexts across the Mediterranean, ensuring a sustainable impact on reducing and managing marine litter.

The consultant should take into consideration, but not limited to, the following documents:

- [Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in The Mediterranean Region](#)
- [Decision IG 25/11 Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in The Mediterranean Region \(Post 2020 SAPBIO\)](#)
- [The State of Mediterranean and Black Sea Fisheries 2023.](#)
- [Code of Conduct for Responsible Fisheries](#)
- [The Regional Plan of Action for Small-Scale Fisheries in the Mediterranean and the Black Sea](#)
- [Regional Plan for the Marine Litter Management in the Mediterranean](#)
- [2017 GUIDELINES FOR THE IMPLEMENTATION OF MARPOL ANNEX V](#)
- [2012 GUIDELINES FOR THE DEVELOPMENT OF GARBAGE MANAGEMENT PLANS](#)
- [Effects of fishing practices on the Mediterranean Sea: Impact on marine sensitive habitats and species, technical solution and recommendations](#)
- [Decision IG.24/11: Annex III Operational Guidelines on the Provision of Reception Facilities in](#)

[Ports and the Delivery of Ship-Generated Wastes in the Mediterranean](#)

- [Marine Litter Assessment in the Mediterranean 2015](#)
- [Report on good practices to prevent and reduce marine plastic litter from fishing activities](#)

V- TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The time duration of this contract is 06 (six) months starting from the date of its signature. The contract implementation will need about 36 (thirty-six) working days (WD) starting from the date of the contract signature, until the completion of all tasks, with the following tentative schedule:

Deliverables		Necessary Working days	Deadlines
Deliverable 1: Detailed workplan	Inception meeting, detailed scope of the work and workplan taking into account the meeting of the governing bodies of UNEP/MAP, SPA/RAC (SPA/DB Focal Point meetings planned for third week of May 2025).	One day	5 days after the contract signature
Deliverable 2: Desktop review	First draft desk review of existing waste management practices on fishing boats in the Mediterranean and worldwide, with a focus on identifying common sources of solid waste with an evaluation of the effectiveness of existing regulations and waste management systems in port facilities, highlighting gaps and areas for improvement.	10 days	30 days from the submission of the deliverable 1
	Second draft desk review including comments of national and regional consultations	5 days	10 days after receiving the comments of national and regional consultations from SPA/RAC
Deliverable 3: Draft Guidelines	First Draft guidelines on reducing and managing solid waste discharge from fishing boats in the Mediterranean region.	15 days	30 days from the submission of the second draft deliverable 2
Deliverable 4: Final Guidelines document	The final guidelines taking into account the feedback from national and regional consultations.	5 days	10 days after receiving the comments of national and regional consultations from SPA/RAC

The consultant is expected to make innovative use of online networking, questionnaires, surveys, etc. to obtain the required information and conduct needed consultations at national and regional levels. SPA/RAC will facilitate the contact with the concerned countries and relevant partners.

This is mainly a desk-based assignment. No missions are envisaged. Any travel or participation to relevant meeting in relation with the present assignment will be decided if necessary. If decided, her/his participation to this meeting will be paid by SPA/RAC.

The Consultants and SPA/RAC will regularly inform and consult each other about the process of the

elaboration of the deliverables and organise regular coordination meetings, avoiding consequently the adoption of unilateral initiatives.

All the deliverables should be elaborated and submitted in English.

VI- SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC FishEBM project team and the overall supervision of the SPA/RAC director.

VII- SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultant should meet the following criteria:

- Advanced university degree in marine biodiversity, environmental sciences, marine ecology, marine biology, fishery, marine pollution or a related field.
- At least five (5 years of experience in conducting conservation and management activities specifically focused on marine biodiversity and marine litter.
- Demonstrated expertise in monitoring and assessing marine environments and fisheries particularly the impact of marine litter.
- Strong analytical abilities with proficiency in various data collection methods and tools relevant to marine environmental studies.
- Proven capacity to synthesize complex information into clear, concise, and actionable guidance for stakeholders.
- In-depth understanding of the Mediterranean marine environment, including its ecosystems and fisheries, and familiarity with regional challenges related to marine litter.
- Knowledge of innovative technologies and practices for marine Litter management, including waste reduction, recycling, and pollution prevention methods that can be applied in marine environments.
- Excellent interpersonal skills with a proven ability to communicate effectively and collaborate with diverse stakeholders, including government agencies, local communities, and non-governmental organizations.
- Experience in developing and delivering training programs and educational materials aimed at stakeholders, including fishermen, port authorities, and local communities, to promote best practices in waste management and sustainability.
- Excellent command of English (both oral and written) is essential; working knowledge of French is a strong advantage

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Are eligible for the present call of consultancy, only individual consultants.

ARTICLE 2 – COMPOSITION, PRESENTATION OF OFFERS AND DEADLINES

The submitted offer must include separately: (i) a technical offer, (ii) administrative documents, and (iii) a financial offer.

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

2.1. Technical offer

It must contain:

1. A cover letter outlining the consultant's suitability for the job.
2. Personal CVs indicating educational background (including a copy of higher education degrees) as well as all experiences in the field of marine science studies and/or environmental conservation with a focus on marine litter management as well as the references regarding similar studies and references.
3. A detailed methodological note on how the consultant intends to approach and implement the assignment.
4. Planning and detailed time schedule and chronogram of intervention.

Applicants are encouraged to send links to references of previous works completed on subjects relevant to the consultancy or share relevant documents by e-mail if those are not accessible online.

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 offer 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. 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; and
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 of the provider at the end of the document).

If the original administrative documents are not in English or 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 American Dollars, in both tax-free and all tax-included prices. It should include all the costs connected to the provision of the service.

The financial offer should also include the following documents:

- submission letter, using the template attached in Annex 1; and
- 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, with the date of electronic transmission as the reference, and indicating in the subject line:

“Call for consultancy N°47/2024_SPA/RAC_FishEBM Med- Guidelines document to support for reducing solid waste discharge from fishing boats in line with POST 2020 SAPBIO Action 7 – ‘Applicant name’”.

The deadline for receiving proposals is set for November 27, 2024, at 23:59 UTC+1 (Tunis Time). Any proposal received by SPA/RAC after this date and time 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; cc: car-asp@spa-rac.org no later than five (5) calendar days before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

Payment for the mission will be made as follows:

1. The 1st Instalment of 40 % will be paid upon submission of deliverables 1,2, and their review and approval by SPA/RAC.
2. The 2nd and last instalment of 50% will be paid after the reception of deliverables 3 and 4, their review and approval by SPA/RAC and completion of all tasks. This payment is also conditioned by a certificate from SPA/RAC that the service provider has accomplished all its contractual obligations and duties to SPA/RAC’s satisfaction.
3. The 3rd and last instalment of 10% will be paid after the completion of the work and submission of all its final version deliverables and delivery by SPA/RAC of the final acceptance certificate. This payment is also conditioned by a certificate from SPA/RAC 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 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. Experts / Individual consultant(s) capacity and expertise: **65 points.**
2. Methodology, organization, and work implementation planning and schedule: **35 points.**

Criteria			Scoring
Consultant (Expert Profile)	Experience in in conducting conservation activities specifically focused on marine litter	Relevant scientific background and experience in marine biodiversity /fisheries monitoring and assessment studies with a focus on marine litter management	60 points Maximum (10 points / study + 2 additional points/study in the Mediterranean)
		No similar study	0 points (in this case the offer is eliminated)
	Diploma	Post-graduate university degree in marine biodiversity, environmental sciences, marine ecology, marine biology, fishery, marine pollution or a related field	5 points maximum
		University degree in the above- mentioned fields	3 points
		No university degree in the above- mentioned fields	0 point (in this case the offer is eliminated)
Proposed methodology for carrying out the assignment	Well-developed methodology that responds precisely to the terms of reference	25 points maximum	
	Methodology fairly well-developed and in line with the terms of reference	15 points	
	Methodology fairly developed and more or less in line with the terms of reference	8 points	
	Methodology not in line with the terms of reference or no methodology presented	0 points (in this case, the offer is eliminated)	
Detailed planning and timetable (including an intervention chronogram)	A coherent, well-structured schedule and timetable that accurately reflects the terms of reference	10 points maximum	
	Planning and timetable moderately coherent and structured but in line with the terms of reference	5 points	
	Planning and Timetable not complying with the terms of reference or not submitted	0 point (in this case, the offer is eliminated)	

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

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

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.

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.

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

ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The consultant will work under the supervision of SPA/RAC. The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 4 (Time duration of the contract, deliverables & timeline) of the technical specifications.

Article 8 – DEADLINE FOR THE EXECUTION OF THE MISSION

The time duration of this contract is 06 (six) months starting from the date of its signature. The contract implementation will need about 36 (thirty-six) working days (WD) starting from the date of the contract signature, until the completion of all tasks, with the following tentative schedule:

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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 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 (1/300) 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 13 (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, or 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 they 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 2 (Composition, presentation of offers and deadlines);
- b. in the case described in 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 specifications of the present consultancy (section 3 of the technical specifications: Tasks to be undertaken),
- 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 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 to be undertaken of the technical specifications, and Article 2 (Composition, presentation of offers and deadlines). 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 to be undertaken) and section 4 (Time duration of the contract, deliverables & timeline) of the "Technical Specifications" and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

I, the undersigned, 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 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 TOTAL PRICE

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

Designation	Unit price	Tasks 1		Tasks 2		Tasks 3 ...		Total Tasks (1+2+3)		
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	
Fees										
Consultant										
Other costs										
Travel and accommodation										
Other costs necessary for the proper execution of the present consultancy										
Sub-total / task (excluding 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)