



**CALL FOR CONSULTANCY N°36/2022\_SPA/RAC**

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

**“Application of the Nested Environmental status Assessment Tool  
(NEAT) or another adequate tool for GES assessment in the Adriatic for  
Biodiversity Common Indicators”**

# 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). It intervenes within the framework of the Action Plan for the Mediterranean – Barcelona Convention (UN Environment/MAP). SPA/RAC's main mission is to assist the Contracting Parties in implementing their obligations under Barcelona Convention Protocol on Specially Protected Areas and Biological Diversity with main aim to contribute to the protection, conservation, and sustainable management of Mediterranean coastal and marine areas of special cultural and natural value and of threatened and endangered species.

Based on the Regional Seas Indicator Monitoring Framework, UNEA resolution on conservation and sustainable management of peatlands ([UNEA 4/16](#)), as well as the [UN Decade on ecosystem restoration](#), the project, entitled "SIDA project in the Adriatic region", aiming towards integrated ecosystem assessment and ecosystems management approach in the Adriatic, has the objective to facilitate an overall quantitative assessment of IMAP Common Indicators (CIs) that correspond to UNEP Regional Seas Indicators and, to this aim, test integration tools/ assessment approaches in line with

- Decision IG.24/17 on the UNEP/MAP 2020-2021 Program of Work and Budget (Naples, Italy, 2-5 December 2019);
- Decision IG.22/7 on the Integrated Monitoring and Assessment Program of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) (Athens, Greece, 9-12 February 2016);
- Decision IG.23/06 on the 2017 Mediterranean Quality Status Report (Tirana, Albania, 17-20 December 2017);
- Decision IG.24/7 on the Roadmap and Needs Assessment for the 2023 Mediterranean Quality Status Report (Naples, Italy, 2-5 December 2019);

The Nested Environmental Status Assessment Tool (NEAT) is a pioneering tool and software developed specifically to assess the state of marine environment. NEAT is primarily targeted to the good environmental status (GES) assessment under MSFD, but it is applicable for other similar assessments. It uses nested hierarchies of pre-defined spatial assessment units (SAU) and habitats within these units, combined with ecosystem components (such as fish, benthic fauna etc.) and associated indicators. NEAT software already includes a set of over 500 indicators, but it allows a flexibility to expand this list. The final NEAT values are calculated as a weighted mean of all indicator values assigned to certain SAU or combination of SAU and habitats or ecosystem components. NEAT has already been discussed and applied at various scales in the framework of different projects. However, for NEAT to function, it is of vital importance to feed it with adequate quantitative data.

## 2. OBJECTIVE AND SCOPE

The aim of this call for consultancy is to assess the GES of the biodiversity IMAP CI using the NEAT in the Adriatic sub-region of the Mediterranean or another adequate tool.

## 3. TASKS TO BE UNDERTAKEN

The consultant will carry out the following tasks:

- 1) Prepare a detailed work plan and timetable;
- 2) Analyse data availability for Biodiversity IMAP Common Indicators, in the IMAP Pilot Information system and from the external reliable sources and collect the available monitoring data and collect monitoring data for the Common indicators (CIs) 1,2, 3,4 and 5 and for CI 6 for NIS;
- 3) Map the Interrelation of IMAP CIs and corresponding UNEP Regional Seas Indicators;
- 4) Prepare and Map the collected data using GIS for further use in GES assessment using NEAT;
- 5) Apply the NEAT to make an assessment for each CI in collaboration with SPA/RAC for E01

- and EO2 (depending on the sufficiency of data and GES definitions)
- Test the NEAT tool in an integrated way within the same cluster for biodiversity (if feasible);
  - Assess GES as appropriate ensuring integration of CIs within Ecological Objectives (EO1 and EO2);
  - **In case the NEAT application for GES assessment is not possible, provide necessary explanations and report the gaps and limitations of the use of NEAT and propose another adequate assessment tool and apply it for the corresponded EOs;**
- 6) Analyse the methods used for GES assessments and report the key findings, including determining:
- the minimum quantity of data necessary for successful application of the tools/approaches selected for testing assessment of GES;
  - whether and at what level integration is meaningful so that the status of GES can be assessed and;
  - whether pressures can be identified at the appropriate level to inform targeted measures and actions.
- 7) Determine the potential for applying GES assessment tools/approaches to other parts of the Mediterranean when appropriate; and the need for adjustment of the software of the applied GES assessment tools to serve to IMAP purposes.

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

The time duration of this contract is four months starting from the date of its signature.

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

Deliverables		Deliverable duration	Deadlines
<p><b><u>Deliverable 1:</u></b> Work plan and Timeline</p> <p>Production of 1 document (word) detailing the work plan and timeline.</p>	Detailed work plan and timeline	Seven days	Seven days after the contract signature
<p><b><u>Deliverable 2:</u></b> Elaborate the first draft of the report on data availability and map the Interrelation of IMAP CIs and corresponding UNEP Regional Seas Indicators;</p> <p>Production of a (Word format) document in English</p>	<p>Elaborate the first draft of the report on the outcomes of the mapping exercise for the available and quality assured sets of data of IMAP CIs related to Biodiversity cluster and ;</p> <p>Interrelation of IMAP CIs and corresponding UNEP Regional Seas Indicators is mapped.</p>	One month	One month after contract signature
<p><b><u>Deliverable 3:</u></b> Map the collected Biodiversity data using GIS.</p> <p>Production GIS layers and providing this data in an appropriate support and format (Shapefiles,</p>	Analyse and prepare for further use in the NEAT application the GIS layers providing distribution of the monitoring stations/areas for Ecological Objective 1 and 2 where GIS-based layers are not available, undertake their preparation based on information on the distribution of monitoring stations available in the national	Twenty-one days	One month and twenty-one days after contract signature

metadata etc.)	IMAPs for Biodiversity Cluster and relevant external sources of geospatial data		
<p><b>Deliverable 4:</b> Report on the application of the NEAT or another adequate tool for GES assessment on biodiversity findings with recommendations for the integrated assessment as appropriate.</p> <p>Production of 1 document (word)</p>	<p>Apply the NEAT to make an assessment for each CI of IMAP biodiversity cluster (depending on sufficiency of data and GES definitions)</p> <ul style="list-style-type: none"> <li>i. Apply the NEAT tool to make an assessment first for each CI.</li> <li>ii. Test the NEAT tool in an integrated way within the same cluster for biodiversity (if feasible).</li> <li>iii. Assess GES as appropriate ensuring integration of CIs within Ecological Objectives (EO1 and EO2)</li> </ul> <p><b>In case the GES assessment is not possible</b>, report necessary explanations and limitations of the use of NEAT tool and <b>propose</b> another adequate assessment tool and <b>apply it it for the corresponded EOs</b>.</p>	One month	3 months after contract signature
<p><b>Deliverable 5:</b> Report analysing the methods used for GES assessments and report of the key findings</p> <p>Production of 1 document (word)</p>	<p>Evaluate the methods employed for GES assessment and reveal the significant results including analysis for the following details:</p> <ul style="list-style-type: none"> <li>i. The minimum quantity of data necessary for successful application of the tools/approaches selected for testing assessment of GES;</li> <li>ii. Whether and at what level integration is meaningful so that the status of GES can be assessed, by building on results of NEAT testing for IMAP Pollution Cluster and;</li> <li>iii. whether pressures can be analysed versus GES assessment findings to inform targeted measures and actions.</li> <li>iv. Determine the potential for applying GES assessment tools/approaches to other parts of the Mediterranean when appropriate; and the</li> </ul>	One month	Four months after the signature of the contract

	<p>need for adjustment of the software of the applied GES assessment tools to serve to IMAP purposes.</p>		
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**5. SUPERVISION AND COLLABORATION**

The consultant will work under the direct supervision of the SPA/RAC IMAP Officer and the overall supervision of the SPA/RAC director.

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

The consultant should meet the following criteria:

- Advanced University degree in marine biodiversity/ environment, environmental assessment, integrated coastal zone management, hydrography, oceanography etc.;
- Advanced experience in sub-regional and/or regional Monitoring and assessments of IMAP CIs related to marine biodiversity;
- Relevant experience in monitoring and assessing marine biodiversity with a focus on monitoring data collection and data analysis for the assessment of Good Environmental Status (GES) , including experience related to the application of NEAT for assessment of CIs related to biodiversity or another adequate assessment tool;
- Good knowledge and working experience of the implementation of the Barcelona Convention Ecosystem Approach (EcAp) process /Integrated Monitoring and Assessment Programme (IMAP);
- Familiarity and good knowledge of the EU MSFD (2008/56/EC; 2010/477/EU; 2017/848/EU) is an asset;
- Excellent command of English (oral and written) is required.

## **ADMINISTRATIVE CLAUSES**

### **Article 1 - Conditions for participation in the consultancy**

Are eligible for the present call of consultancy, consulting firms or individual consultants.

Individual consultants may associate with each other to form a consultant association to complement their respective areas of expertise, or for other reasons. They must clearly identify the lead consultant, who will be the legal representative of the consultant association. The consultant association cannot exceed two experts.

Consulting firms must propose a lead expert and can be supported by one other expert to complement their respective areas of expertise or for other reasons that need to be specified in the offer.

### **Article 2 - Composition and presentation of offers**

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.

The estimated number of net working days to implement the tasks and deliverables of this contract are 45 effective working days (WD). They are estimated as follows:

**Deliverable 1:** 1 day

**Deliverable 2:** 10 days

**Deliverable 3:** 10 days

**Deliverable 4:** 14 days

**Deliverable 5:** 10 days

#### **2.1. Technical offer**

It must contain:

##### **For individual consultant(s):**

1. A cover letter outlining the consultant's suitability for the job.
2. Personal CV indicating educational background (including a copy of higher education degrees) as well as all experience in the field of Relevant experience monitoring and assessment of the IMAP CI related to marine biodiversity with a focus on monitoring data collection and data analysis for the assessment of Good Environmental Status (GES), including experience related to the application of NEAT for assessment of CIs related to biodiversity or another adequate assessment tool, as well as the references regarding similar studies and reference  
If a second expert is proposed, the same documents and information should be provided.
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 of the team in case of 2 experts involved in the offer).

##### **For consultancy firm:**

1. The consulting firm references regarding similar studies;
2. The CV of the experts (including a copy of higher education degrees as well as reference proof certificates) with their qualifications, experience/references; indicating all experience in the in the field of marine science studies and/or environmental conservation with a focus on monitoring and assessment of the IMAP CI related to marine biodiversity with a focus on monitoring data collection and data analysis for the assessment of Good Environmental Status (GES), including experience related to the application of NEAT or other methods/tools for assessment of CIs related to biodiversity or another adequate assessment tool, as well as the references regarding similar studies and reference (including reference proof certificates);

3. A methodological note on how they will approach and complete the assignment and a planning and detailed time schedule (and chronogram of intervention of the team in case of 2 experts involved in the offer).

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:

### **For individual consultant(s):**

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

### **For consultancy firm:**

1. A certificate proving that the tenderer is registered in the commercial register, or the equivalent.
2. A tax certificate, valid on the offer submission date, proving that the consulting firm/service provider company has no outstanding tax obligations.
3. A statement delivered by the social security body to which the consulting firm/service provider company is affiliated stating that all dues have been paid and which is valid on the date of submission.
4. A sworn statement of non-bankruptcy.
5. A sworn statement that the consulting firm/service provider company is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
6. A sworn statement from each of the team of expert members, who are not staff members, confirming that they are willing to participate in the work team to carry out this mission.
7. The present restricted call for tenders signed (date, signature and stamp of the consulting firm/service provider company 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 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 US 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**

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

[car-asp@spa-rac.org](mailto:car-asp@spa-rac.org), before **12 July 2022 11:59 pm UTC+1 (Tunis Time)**.

E-mails should have the following subject:

**CALL FOR CONSULTANCY N°36/2022\_SPA/RAC**

**“Application of the Nested Environmental status Assessment Tool (NEAT) or another adequate tool for GES assessment in the Adriatic for biodiversity Common Indicators- 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: [car-asp@spa-rac.org](mailto:car-asp@spa-rac.org) ; cc: [mehdi.aissi@spa-rac.org](mailto:mehdi.aissi@spa-rac.org), [samar.kilani@spa-rac.org](mailto:samar.kilani@spa-rac.org) and [asma.yahyaoui@spa-rac.org](mailto:asma.yahyaoui@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 1<sup>st</sup> Instalment of 25 % will be paid upon submission of the deliverables 1 and 2 and after their review and approval by SPA/RAC;
2. The 2<sup>nd</sup> instalment of 45 % will be paid upon submission of the deliverables 3 and 4, after the review and approval of SPA/RAC;
3. The 3<sup>rd</sup> instalment of 20% will be paid upon submission of the deliverable 5, after the review and approval of SPA/RAC
4. The 4<sup>th</sup> 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. Consulting firm's general experience and technical references (20 points) (if a consulting firm is involved in the tender);
2. Experts / Individual consultant(s) capacity and expertise (45 points) (or 65 points if individual consultants are involved in the tender);
3. Methodology, organization, and work implementation planning and schedule (35 points).



Criteria		Scoring if a consulting firm is involved in the study		Scoring for individual consultant(s)		
		In the case of one expert involved	In the case of two experts involved	In the case of one expert involved	In the case of two experts involved	
<b>General Experience of the consultancy firm</b>		Relevant experience monitoring and assessment of the IMAP CI related to marine biodiversity with a focus on monitoring data collection and data analysis for the assessment of Good Environmental Status (GES), including experience related to the application of NEAT for assessment of CIs related to biodiversity or another assessment tool	<b>20 points maximum</b>  (5 points/reference + 2 additional points/study in the Mediterranean)		N/A	
		No similar studies	0 points  (in this case the offer is eliminated)		N/A	
<b>Lead consultant</b>	<b>Experience</b>	Relevant experience monitoring and assessment of the IMAP CI related to marine biodiversity with a focus on monitoring data collection and data analysis for the assessment of Good Environmental Status (GES), including experience related to the application of NEAT for assessment of CIs related to biodiversity or another assessment tool	<b>40 points maximum</b>  (12 points+ 2 additional points/study in the Mediterranean)	<b>25 points maximum</b>  (6 points/similar study + 2 additional points/study in the Mediterranean)	<b>60 points Maximum</b>  (15 points / study+ 2 additional points/study in the Mediterranean)	<b>45 points Maximum</b>  (12 points / study+ 2 additional points/study in the Mediterranean)
		No similar study	0 points  (in this case the offer is eliminated)	0 points  (in this case the offer is eliminated)	0 points  (in this case the offer is eliminated)	0 points  (in this case the offer is eliminated)

	<b>Diploma</b>	Post-graduate university degree in marine biodiversity/ environment, environmental assessment, integrated coastal zone management, hydrography, oceanography or equivalent field;	<b><u>5 points maximum</u></b>	<b><u>5 points maximum</u></b>	<b><u>5 points maximum</u></b>	<b><u>5 points maximum</u></b>
		University degree in the above-mentioned fields	3 points	3 points	3 points	3 points
		No university degree in the above-mentioned fields	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)
<b>Associate consultant</b>	<b>Experience</b>	Relevant experience monitoring and assessment of the IMAP CI related to marine biodiversity with a focus on monitoring data collection and data analysis for the assessment of Good Environmental Status (GES), including experience related to the application of NEAT for assessment of CIs related to biodiversity or another assessment tool	<b>N/A</b>	<b><u>10 points maximum</u></b> <i>(4 points/ study + 2 additional points/study in the Mediterranean)</i>	<b>N/A</b>	<b><u>10 points maximum</u></b> <i>(4 points/ study + 2 additional points/study in the Mediterranean)</i>
		No similar study	N/A	0 point	N/A	0 point
	<b>Diploma</b>	Post-graduate university degree in marine biodiversity/ environment, environmental assessment, integrated coastal zone management, hydrography, oceanography or equivalent field;	<b>N/A</b>	<b><u>5 points maximum</u></b>	<b>N/A</b>	<b><u>5 points maximum</u></b>
		University degree in the above- mentioned fields	N/A	3 points	<b>N/A</b>	3 points

		No university degree in the above-mentioned fields	<b>N/A</b>	0 point	N/A	0 point
<b>In case the bidder proposes more than one expert per position, each CV will be evaluated separately, and the lowest score given will be the one attributed to that position.</b>						
<b>3- Methodology, time planning schedule, chronogram of intervention of the team</b>	<b>The methodological note evaluation</b>	Methodology clearly presented, well developed, and meets the terms of reference and the study's objectives	<b><u>25 points maximum</u></b>	Points awarding can be done in various ways	<b><u>25 points maximum</u></b>	Points awarding can be done in various ways
		Methodology more or less well developed but clearly meets the terms of reference and the study's objectives	15 points		15 points	
		Methodology poorly developed and meets partially the terms of reference and the study's objectives	8 points		8 points	
		Methodology not clearly presented and does not meet the terms of reference and the study's objectives or no methodology presented	0 points		0 points	
	<b>Planning and time schedule, and chronogram</b>	Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and chronogram of intervention	<b><u>10 points maximum</u></b>		<b><u>10 points maximum</u></b>	
		Realistic planning but more or less well presented, fairly coherent with the time schedule and the chronogram of intervention	5 points		5 points	

		Planning unclearly presented, doesn't respect the deadline, or no planning or no time schedule or no chronogram of intervention	0 point	0 point
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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 a 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 (Deliverables) and section 6 (Time schedule) 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 7 of the technical specifications (Time schedule), and Article 8 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one two hundredth (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 10% 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 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 10 - 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 11 - 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 12 - 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 13 - Cancellation conditions**

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

- a. no respect of the deadline of the execution in application of Article 8 (Deadline for the execution of the mission);
- b. in the case described in the 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 4 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 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 14 – Conflict of interests**

### **14.1- 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.

### **14.2- 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 15 - 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 2 tasks to be undertaken of the technical specifications, and Article 8 (Deadline for the execution of the mission). The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report issued by the SPA/RAC no later than 30 days from receipt of the deliverables and at the written request of the service provider and the signing of a report of completion of the work/services jointly by the service provider and SPA/RAC. The Service Provider shall, however, correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

Final acceptance will be given one (1) 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 2 (Tasks to be undertaken) and section 4 (Deliverables) of the “Technical Specifications” and after corrections of all deficiencies signalled by SPA/RAC.

**ANNEX 1 SUBMISSION LETTER**

I, the undersigned ..... (Lead expert), 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 ..... (.....) US Dollars 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	
<b>Fees</b>										
Lead consultant										
Associate consultant										
<b>Other costs</b>										
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)**

