



**Mediterranean
Action Plan**
Barcelona
Convention



*The Mediterranean
Biodiversity
Centre*

CALL FOR CONSULTANCY N° 46/2024_SPA/RAC_ GEF CP 3.1

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

“Development of a Post-2020 National Strategy for Marine and Coastal Protected Areas (MCPAs) and Other Effective Area-Based Conservation Measures (OECMs) in Libya”

November 2024

TECHNICAL SPECIFICATIONS

1. Introduction and background

1.2. The SPA/RAC

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 Mediterranean¹ (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, 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.

2.2. BACKGROUND

The present study is undertaken in the framework of the MedProgramme Child Project 3.1³, funded by Global Environment Facility (GEF), and entitled "Management Support and Expansion of Marine Protected Areas in Libya" (GEF CP 3.1 Project).

The project, 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, constitutes the Component 3 of the MedProgramme on Protecting Marine Biodiversity.

The Child Project 3.1 aims at expanding seascapes under protection and improving protected area management in Libya. It also addresses the capacity barriers that hinder the sustainability and effectiveness of the Marine and Coastal Protected Areas (MCPAs) network in Libya, namely through its three components: i) Improving Governance and Management Support of existing and potential MCPAs in Libya, ii) Participation and Institutional strengthening of national and local stakeholders, and iii) Awareness-raising and Communication on MCPAs values and benefits.

On the other hand, SPA/RAC will support the Ministry of Environment in Libya in the development of the post-2020 national MCPA network strategy, which will contribute to improving the establishment, management and policy of MCPAs and other effective area-based conservation measures (OECMs) in Libya.

¹ http://www.rac-spa.org/sites/default/files/protocole_aspdb/protocol_eng.pdf

² Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean : https://wedocs.unep.org/bitstream/handle/20.500.11822/7096/Consolidated_BC95_Eng.pdf?sequence=1&isAllowed=y

³ [The Mediterranean Sea Programme: Enhancing Environmental Security \(MedProgramme\) 2020-2024](#)

2. OBJECTIVES

The main objective of this activity is to elaborate an ambitious, actionable and transformational Post-2020 National Strategy for MCPAs and OECMs in Libya, that is in line with i) the CBD's Post-2020 Global Biodiversity Framework, ii) the Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in the Mediterranean Region⁴ (Post-2020 SAPBIO) and the Barcelona Convention's Post-2020 Regional Strategy for MCPAs and OECMs in the Mediterranean⁵.

3. SCOPE OF THE WORK, TASKS AND EXPECTED DELIVERABLES

The national strategy should reflect the vision of the Libyan conservation communities on the priority challenges to be addressed in line with the most updated version of the CBD Post-2020 Global Biodiversity Framework, and the Barcelona Convention Post-2020 Regional Strategy for MCPAs and OECMs in the Mediterranean and the Post-2020 SAPBIO.

It shall assess the existing situation prevailing within the marine and coastal areas of ecological interest of Libya, and advocate the human role played by all the stakeholders that are striving for their management and social and economic development either directly or indirectly.

Several tasks pertaining to issues concerning the natural, cultural, social and economic environments for the development of the national strategy on MCPAs and OECMs. This should include in particular:

- An analysis of the data pertaining to the marine and coastal protected areas and other "sites of conservation interest" based on the studies carried out by the Ministry of Environment of Libya and its regional partners such as IUCN-Med and SPA/RAC, other studies undertaken for the classification/declaration of these and/or other sites, as well as any additional relevant studies and documentation. Such analysis should also cover the interactions, covering all aspects, of the identified sites with their environments, both in their immediate surroundings and further away, so as to propose a national strategy containing actions for the protection, preservation and social and economic development of these areas;
- An analysis and mapping of the various stakeholders and their roles, along with participation and commitment mechanisms of these stakeholders in the establishment and management of MCPAs and OECMs, in line with the Libyan national legislative, regulatory and economic instruments.
- A proposal of the diverse necessary programmes/actions to guarantee the protection and the effective management of the natural and/or cultural heritage of the sites, without, however, impeding its sustainable economic and social development role.
- A proposal, among the diverse necessary programmes/actions, of a specific programme on ecological monitoring, in line with the national monitoring programme for marine biodiversity in Libya, elaborated under the Barcelona Convention EcAp/IMAP process and roadmap;
- A proposal, among the diverse necessary programmes/actions, of a specific programme to tackle climate change issues and how to strengthen and develop the role of MCPAs and OECMs as marine spatial planning and management tools in supporting ecosystem-based adaptation and mitigation to climate change;
- A proposal, among the diverse necessary programmes/actions, on the modalities of setting up a mechanism for the participation and commitment of the local stakeholders

⁴ http://rac-spa.org/sites/default/files/doc_cop/cop22/decision_25.11_en.pdf

⁵ https://www.rac-spa.org/sites/default/files/doc_spa/mcpa_oecm_strategy.pdf

in the development and effective management of MCPAs and OECMs while ensuring gender and youth mainstreaming.

- The human and financial means and resources necessary for the implementation of the strategy. Hence, the national strategy should endeavour to reach more the private sector and civil society. Owing to the importance of the challenges posed by sustainable financing and the short policy cycles of decision-makers, it is clear that the general public's role in supporting MCPAs and OECMs will be particularly important to highlight and develop;
- A detailed implementation timetable of the national strategy over a five-year period, until the 2030 horizon as set in the framework of the CBD framework and the Barcelona Convention strategies.

It is, therefore, important that the national strategy is submitted for consultation to all stakeholders at national and local levels. A provisional version of the national strategy will be drafted in consultation with the authorities responsible for MCPAs and OECMs and with other governmental authorities, civil society organizations and socio-professional and economic actors concerned by MCPAs/OECMs, during a national consultation workshop.

The national strategy development process should play a pivotal role in promoting the development and the effective management of marine and coastal biodiversity along the Libyan coast, during the consultative and participatory approach and when planning management measures.

The national strategy will thus be the concrete expression of the management mechanisms and orientations for the MCPAs and OECMs and should be addressed to local and national stakeholders that are involved in MCPAs and OECMs policy, planning, knowledge and management in Libya.

Expected deliverables:

- A national strategy for a comprehensive coherent network of well-managed MCPAs and OECMs in Libya;
- A digital georeferenced map (including GIS layers and metadata) of the sites of conservation interest to be part of the comprehensive and coherent network of MCPAs and OECMs in Libya and their delimitation;
- 15-20-minute PowerPoint presentations on the national strategy to be presented in each of the stakeholders consultation workshops;
- Minutes of the local/national workshops and relevant meetings/gatherings relating to the execution of the mission,
- All material relating to the execution of the mission (maps, figures, photos in original format and in good/high resolution, databases from the various surveys, datasheets, GIS data, metadata, questionnaires, etc.).

The Ministry of Environment in Libya and SPA/RAC will facilitate the organisation of at least two awareness/consultation workshops with the various stakeholders. These awareness/consultation workshops will serve as training workshops during which the elaboration process and the proposed national strategy will be presented and discussed in detail. The suggestions and comments to be expressed by the various stakeholders will be taken into consideration and integrated into the final version of the national strategy.

This final version could, if the Ministry of Environment in Libya 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 consultative and collaborative process which reflects the stakeholders' choice for their future and that of their space.

The organisation costs (accommodation, meals, travel, simultaneous interpretation, etc) of the awareness/consultation workshops for all participants including the national experts will be borne by SPA/RAC.

4. WORKING LANGUAGES

The **working languages** for this assignment are **Arabic and English**.

The bidder should be aware that the **field visits and/or awareness/consultation 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 **an English executive summary (5-7 pages maximum) of the national strategy**.

5. TIME DURATION

The study implementation period is 9 months starting from the date of signature of the contract including the timeline for submitting the final documents. The study should be conducted according to the following timeline:

Deliverable	Deadline
Inception report including a detailed work plan and timeline	15 days after the contract signature date
First draft of the national strategy report (Arabic version)	3 months after the inception report
Awareness/consultation workshop for the presentation of the first draft of the national strategy report	1 month after the submission of the first draft national strategy
Second draft of the national strategy report (Arabic version)	3 months after the first awareness/consultation workshop
Awareness/consultation workshop for the presentation of the second draft national strategy report	1 month after the submission of the second draft report
Final Arabic version of the national strategy , including all material relating to the execution of the mission (digital maps, GIS, metadata, figures, photos in original format and in good/high resolution, database from various surveys, spreadsheets, questionnaires, PowerPoint presentations on the national strategy, etc.	15 days after the second awareness/consultation workshop
English summary of the national strategy (10-12 pages, maximum)	15 days after the second awareness/consultation workshop

In order to carry out the mission within the scheduled timeline, the ministry of environment in Libya and SPA/RAC will provide, to the extent possible, the bidder with the following documents and support:

- All available reports/publications on marine and coastal biodiversity in Libya;

- The existing national classification/declaration studies on sites of conservation interest;
- The available digital mapping;
- A support introduction letter of the bidder to be provided to the main national agencies/institutions approached or consulted;
- The Post-2020 Regional Strategy for marine and coastal protected areas (MCPAs) and other area-based conservation measures (OECMs) in the Mediterranean;
- The Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in the Mediterranean Region (Post-2020 SAPBIO);
- Libya biodiversity conservation for 2030 and beyond (report elaborated in the framework of the Post-2020 SAPBIO development process);
- Any other report or document deemed to be useful for the successful completion of the mission.

At national level, the ministry of environment in Libya will be in charge of the invitations to the consultation workshops and other formal working meetings programmed in close consultation with SPA/RAC and the bidder.

6. REQUIRED SKILLS AND EXPERIENCE

The consultant participating in this call should have the following skills and expertise:

- A university degree, at least 4 years' higher education, in biology, ecology, natural sciences, environmental sciences, or a related field;
- Proven experience in working on biodiversity conservation strategies and action plans, in particular marine and coastal protected areas.
- Working experience in or with MCPA management agencies and/or Mediterranean or international organizations/bodies for environmental conservation is an asset;
- 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.
- Fluent in Arabic to facilitate interaction with the various target groups, and conduct consultation meetings/workshops at the national/local levels.

ADMINISTRATIVE SPECIFICATIONS

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

This call for consultancy is open for **individual Libyan consultants** who have proven skills and experience in marine and coastal protected areas, biodiversity and environmental issues, according to the expert profiles specified in article 6 of the technical specifications (Required skills and experience from the consultant).

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.

2.1. Technical offer

It must contain:

1. A cover letter outlining the consultant suitability for the assignment;
2. A Curriculum vitae, including education, qualifications, professional experience and **a table clearly summarizing the references to previous relevant works and publications** (as indicated in the following point 3, references must be backed by attached documents/URL links/certificates from the study sponsor, etc.).
3. A detailed methodological note presenting the consultants 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.
4. A detailed time planning schedule, organization and sequential chronogram of intervention of the expert(s), the consulting firm intends to apply to implement this mission.

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 and signature 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, French or Arabic 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 consultant fees, except travel and accommodation fees which will be covered by the SPA/RAC.

It is important to note that the financial offer should detail the number of working days (person-days), as well as the allocation of funds to each of the various tasks and deliverables, and including, but not limited to expert fees, and any necessary equipment and/or supplies.

The financial offer should also include;

- '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 20 November 2024, at 23:59 UTC+1 (Tunis time).

E-mails should have the following subject:

"Call for consultancy n°46/2024_SPA/RAC_GEF CP 3.1.: Development of a National Strategy for MCPAs and OECMs in Libya - Applicant's 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, tenders may submit a written request by e-mail to: procurement@spa-rac.org , no later than seven (7) calendar days before the deadline for the proposal submission.

ARTICLE 5 - DEFINITION, CONSISTENCY AND VARIATION OF PRICES

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

5.1. Variation of prices

The prices of the contracts are fixed and not subject to any revision.

5.2. Finality of prices

The services provided may not, under any pretext, reconsider the market prices which were agreed by him.

ARTICLE 6 - VALIDITY PERIOD

Any bidder who submitted an offer will be bound by his offer for one hundred and twenty (120) days starting from the day following the deadline fixed for receiving the offers. During that period, the prices and information proposed by the tender will be firm and non-revisable.

ARTICLE 7 - TERMS OF PAYMENT

Payment for the mission will be made as follows:

- **30%** of the total amount of the contract, after the organisation of the inception meeting and the submission of its minutes along with an inception report including a detailed work plan and timeline, their approval by SPA/RAC, and submission of an invoice by the contractor;
- **60%** of the total amount after the submission of the "Final Arabic version of the national strategy" and submission of an invoice by the contractor;
- **10%**, 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 8 - EVALUATION PROCEDURE

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

8.1. Technical evaluation

The technical offers will be first examined, while the financial offers remain sealed.

Applications will be evaluated based on the following criteria:

- (i) Profile (experience, capacity and diploma) of the consultant, in relation to the subject of the present mission (50 points);
- (ii) The methodology proposed for conducting the mission (40 points); and
- (iii) The organization, the time schedule and the sequential intervention of the consultant (10 points).

Technical evaluation grid			
Criteria ¹			Scoring
Expert	Experience	Experience in working on marine biodiversity conservation strategies and action plans, in particular marine protected areas	40 points maximum (8 points/study + 2 additional points/study in the Mediterranean region and/or countries)
		No similar studies	0 point <i>(In this case the offer is eliminated)</i>
	Diploma	Post-graduate degree in biology, ecology, natural sciences, environmental sciences, or a related disciplines	10 points maximum
		University degree, at least 4 years' higher education, in the above-mentioned or related disciplines	7 points
		No university degree in the above-mentioned or related disciplines	0 point <i>(In this case the offer is eliminated)</i>
Methodology, organization and schedule	Methodology	Methodology clearly presented, well developed and meets the study terms of reference and objectives (<u>the presentation of improvements and innovations is desirable</u>)	40 points maximum
		Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	32 points
		Methodology not developed but meets partially the study terms of reference and objectives	25 points
		Methodology not clearly presented and does not meet the study terms of reference and objectives or No methodology presented	0 point
	Organization and schedule	A clear and detailed organization of the work (including the sequential intervention of the consultants) and a realistic and coherent schedule that respects the deadlines	10 points maximum
		A clear enough organization of the work (including the sequential intervention of the consultants) and a coherent schedule that respects the deadlines	5 points
		A poor organization of the work and/or an incoherent schedule that does not respect the deadlines or No schedule presented	0 point

Total score (100 points maximum)	... points
<p>¹: More than one expert could be proposed to this assignment. In this case, and for the technical evaluation, the score attributed will be the lowest of the scores attributed to each of the experts proposed for the assignment</p>	

IMPORTANT : Any tender that does not reach the minimum score of 80 points is eliminated. If no tender achieves 80 points, the tender procedure is declared unsuccessful.

Once the technical evaluation work has been completed, the Committee awards a final technical score to each tender.

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

8.2. Financial evaluation

Once the technical evaluation has been completed, the financial offers of the 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 make a financial comparison. The lowest financial offer that is judged acceptable will receive 100 points. The other offers will be attributed to a score based on the following equation:

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

8.3. Conclusions of the evaluation committee

The choice of the best offer is achieved by weighing 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 total score for experience and qualifications of experts.
- having obtained the best score for methodology.

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 9 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The contractor will work under the supervision of a monitoring team including members from EEAA the ministry of environment in Libya and SPA/RAC 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 (SCOPE OF THE WORK, TASKS AND EXPECTED DELIVERABLES) and section 5 (TIME DURATION) of the technical specifications.

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

ARTICLE 10 - DEADLINE FOR THE EXECUTION OF THE MISSION

The time period allocated for carrying out the mission is 9 months as from the date of signature of the contract, including the deadlines for handing in the final documents and deliverables according to the timeline included in section 5 (TIME DURATION OF THE CONTRACT) of the technical specifications.

ARTICLE 11 - PENALTY

In the absence of completion by the tenderer of the services at his charge within the contractual deadlines envisaged in Article 10 (DEADLINE FOR THE EXECUTION OF THE MISSION), it will be applied as of right and without notice, a penalty of one hundredth (1%) of the total amount of the contract 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. When this limit is reached, SPA/RAC reserves the right to terminate the contract at the service provider's fault, in accordance with Article 17 (CANCELLATION CONDITIONS), and without that the service provider can raise disputes or claim any compensation.

ARTICLE 12- 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 13 - CONFIDENTIALITY / PROFESSIONAL SECRET CLAUSES

The selected service provider undertakes to observe total discretion in all matters relating to the facts and information of which he became aware during the performance of his assignment.

Any member of the team assigned to the mission covered by this contract who contravenes the aforementioned obligation of professional secrecy would expose himself to legal proceedings.

ARTICLE 14 - 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 15 - 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 expected output. The bidder confirms that themselves or any staff involved will be covered by appropriate insurance.

ARTICLE 16 - 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 17 - 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 10 (DEADLINE FOR THE EXECUTION OF THE MISSION);
- b. in the case described in the Article 11 (PENALTY) when the amount is capped at 5% of the total amount of the contract;

- c. non-conformity to the content of the service listed in the technical specification of the present tender documents;
- d. If the tenderer goes bankrupt or into receivership;
- e. If, after a case of force majeure, the holder is unable to execute a substantial part of the Services for a period equal to at least sixty (60) days;
- f. If the tenderer was involved in corruption or fraudulent manipulations in order to obtain the contract or during the execution of the contract. For the purpose of the clause: a person is guilty of "corruption" if he/she offers, gives, solicits or accepts any kind of advantage in order to influence the action of a public official during the selection or the execution of the contract; and undertakes "fraudulent manipulations" which distort or denature the facts so as to influence the selection or the execution of the contract to the detriment of the borrower; by "fraudulent manipulations" is meant any agreement or collusive manipulation of the tenderers (before or after submitting the proposals) so as to artificially maintain the prices of the tenders at levels which do not correspond to prices which would have resulted from free and open competition and which deprive the borrower of the advantages of free and open competition; or
- g. If SPA/RAC, on its own initiative and for any reason whatsoever, decides to terminate the contract

ARTICLE 18 - CONFLICT OF INTERESTS

18.1. 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.

18.2. 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 19 – PROVISIONAL AND FINAL ACCEPTANCE

The provisional acceptance is pronounced after complete completion of the services covered by his consultancy i.e. after the completion of the service described in Section 3 of the technical specifications, and Article 10 (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 3 (TASKS TO BE UNDERTAKEN)

and 5 (TIME DURATION) of the "Technical Specifications" and after corrections of all deficiencies signaled 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 considering 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 Dollars

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)

(Signature)

**ANNEX N°2
DETAILS OF GLOBAL PRICE**

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

Designation	Unit price (\$)	Task 1		Task 2		Task n		Total tasks	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
Expert Fees									
Other costs necessary for the proper performance of this assignment									
Sub-total/Expert 1									
							Total (\$)		

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

In, on
(Signature)