



**Mediterranean
Action Plan**
Barcelona
Convention



Call for Consultation N°13/2025_SPA/RAC_EcAp Med Plus

TERMS OF REFERENCE

Update of the Integrated Monitoring and Assessment Programme for the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) of Libya

June 2025

TECHNICAL SPECIFICATIONS

I. PRESENTATION AND CONTEXT

The Regional Activity Centre for Specially Protected Areas ([SPA/RAC](#)) was established in 1985 and established in Tunis by decision of the Contracting Parties to the Convention for the Protection of the Marine and Coastal Environment of the Mediterranean (Barcelona Convention), to assist Mediterranean countries in implementing the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) of the Barcelona Convention. The centre works under the United Nations Environment Programme/Mediterranean Action Plan (UNEP/MAP) - Secretariat of the Barcelona Convention, based in Athens (Greece). The main mission of the SPA/RAC is to contribute to the protection, conservation and sustainable management of marine and coastal biological diversity in the Mediterranean, to the creation and effective management of marine and coastal areas of natural and cultural value, and to the conservation of threatened and endangered species of flora and fauna in the Mediterranean. For more information, please see www.spa-rac.org.

Since 2012, the projects co-financed by the European Union – EcAp MED I, II and III – have played a key role in supporting the Southern Mediterranean Contracting Parties in the implementation of the Ecosystem Approach Roadmap ([Ecap](#)), adopted at COP 15 (Almería, Spain, 2008) and revised and supplemented at COP 17 (Paris, France, 2012). These projects have helped to integrate the EcAp approach into the overall policies of the UNEP/MAP – Barcelona Convention system, including by facilitating the adoption of key elements of the Integrated Regional Monitoring and Assessment Programme ([IMAP](#)) and the associated evaluation criteria, endorsed at COP 19 (Athens, 2016). They also supported the Southern Mediterranean countries in the development and progressive implementation of their national IMAP, thus promoting their ownership of the ecosystem approach. It is important to note that since 2017, PAP/RAC, MedPol and SPA/RAC have significantly supported beneficiary countries in the development of their national IMAPs and their implementation.

The succession and interconnection between these three projects have resulted in the implementation of IMAP at the national level by beneficiary countries and related follow-up activities, as such. This allowed a valuable contribution to the wider processes, in particular: the implementation and expansion of the [IMAP Info System](#), the elaboration of the Mediterranean Quality Report 2023 ([MED QSR 2023](#)) and the work of the Thematic and Integrated Meetings (CORMON), the development of the Science-Policy Interface (SPI) approach and methodology, contributing to the implementation of the policies of the Coordination Group (EcAp CG), established under the Barcelona Convention. These processes have been instrumental in the development and implementation of the EcAp roadmap, the implementation of the UNEP/MAP Medium-Term Strategy 2016-2021, the Programme of Work 2020-2021 and several related COP decisions.

These important achievements have certainly marked an important evolution for EcAp and for the implementation of IMAP as well as for the assessment of the environmental state of the Mediterranean. However, there is still much to be done to support the southern Contracting Parties to the Barcelona Convention in terms of policy development and implementation of EcAp and IMAP and with the broader objective of achieving and maintaining good environmental status (GES) and making substantial progress towards achieving the SDGs in the Mediterranean.

In this context, and to meet these ambitions, [the EcAp MED PLUS](#) is considered crucial, not only to maintain and strengthen the commitment and achievements of the Southern Mediterranean Contracting Parties, developed during the implementation of the previous EcAp MED projects, but also to make an important and integrated contribution to the concrete implementation of the UNEP/MAP Medium-Term Strategy (MTS) 2022-2027 and the next Biennial work programmes adopted by the COP, i.e. 2024-2025 and 2026-2027.

While expanding on the main achievements and lessons learned from EcAp MED III, bringing added value to both the national and regional dimension, EcAp MED PLUS will work, through an innovative approach compared to previous EcAp MED projects, on the updating of IMAP as well as on regional cooperation and synergies, by supporting the identified beneficiary countries in the Southern Mediterranean.

As a result, EcAp MED PLUS will support the Contracting Parties of the Southern Mediterranean, (the seven beneficiary countries of the project), in updating their national IMAPs and adapting the Programme of Measures (PoM)/National Action Plans (NAPs) to the most recent policy context and to the decisions of CoP22, specifically related to the Regional Action Programmes/Strategies on Biodiversity, land-based sources and the fight against marine pollution, while preparing its contribution to CoP24, based on the objectives of the project and the achievements achieved.

In short, the four proposed results of the project (EcAp MED PLUS) will deploy activities in an updated policy framework and in a Mediterranean environmental context facing new challenges, thus further contributing to progress in the achievement of the EES and as well as in the implementation of SDG 14, "Life Below Water", in the Mediterranean basin.

II. OBJECT OF THE CONSULTATION

The object of this consultation is to contribute to the implementation of the EcAp MED PLUS project by providing technical support to several key activities, including the development of revised national IMAP monitoring programmes in Libya for the three clusters: biodiversity, pollution and coastal hydrography. The mission will therefore be overseen by SPA/RAC, MedPol and PAP/RAC respectively. The consultancy is also aiming to identify best practices and promote the sharing of lessons learned at national and regional level.

III. TASKS TO BE UNDERTAKEN AND SCOPE OF THE MISSION

This mission will be conducted in close consultation between the three RACs: SPA/RAC, MedPol and PAP/RAC.

As part of this consultation, the consultant will be called upon to:

ORGANIZATIONAL TASKS:

- Develop a detailed work plan including the implementation schedule, the distribution of responsibilities and the modalities of coordination between the Libyan Ministry of Environment (MoE, hereafter) and the SPA/RAC.
- Support the establishment of a national IMAP steering committee, ensuring the mobilization of key players (Ministries, research institutes, etc.).

RELEVANT MEETING AND EVENT SUPPORT

- Prepare the technical content and supporting documents necessary for the holding of the three meetings of the steering committee (Scheduled for November 2025, May 2026 and October 2026).
- Consolidate the reports and synthesize the main findings from the three above-mentioned meetings (November 2025, May 2026, October 2026).

UPDATE OF THE NATIONAL IMAP PROGRAM FOR LYBIA:

- Carry out a diagnosis of the implementation of the national IMAP for the three clusters since their adoption, through the analysis of available reports, data produced and submitted to the

IMAP information system (IMAP-Info System), as well as by conducting surveys of key organizations and experts.

- Conduct an assessment of the national specific needs for the IMAP update and mapping of relevant stakeholders.
- Support the development and updating of IMAP methodologies, based on overall progress, progress made in other projects associated with IMAP (SEMPA and Marine Litter Med Plus Projects) as well as the recommendations of the MED QSR 2023, in the review of common indicators and regional factsheets (factsheets, assessment methodologies, criteria and thresholds for common indicators, methodological guides).
- Develop a national roadmap defining the methodologies for the revision of the IMAP, the risk assessment and mitigation plan, as well as the stakeholder engagement and de Resources mobilization plans.
- Prepare the draft and final versions of the revised IMAP for Libya.

CAPITALIZING ON GOOD PRACTICES AND LESSONS LEARNED

- Define a national methodology for the identification of good practices and the capitalization of lessons learned.
- Identify best practices and promote the sharing of lessons learned at the national and regional levels.
- Identify at least one good practice that is concretely applicable in the Libyan context

MONITORING, REPORTING AND TECHNICAL SUPPORT

- Participate in the drafting of technical deliverables planned for each contractual deadline.
- Assist the Libyan MoE and the SPA/RAC in the monitoring of the deadlines and the overall schedule of the project.

IV. DELIVERABLES AND EXPECTED TASKS

The consultant will be required to deliver the consultancy deliverables in accordance with the deadlines mentioned in the following table:

Delivrables	Deadline
Deliverables 1: Detailed work plan including a timetable for implementation, the distribution of responsibilities and the modalities of coordination between the MoE and the SPA/RAC	1 week after signing the contract
Deliverable 2: List of the composition of the IMAP National Steering Committee	1 month after signing
Deliverable 3: National methodology for the identification of good practices and the capitalization of lessons learned.	1 month after signing
Deliverables 4: Diagnosis of the implementation of the national IMAP for the three clusters	October 30, 2025
Deliverable 5: List of specific needs at the national level for the update of the IMAP including a mapping of the relevant stakeholders	
Deliverable 6: National roadmap defining the methodologies for the revision of the IMAP, the risk assessment and mitigation plan	

Deliverables	Deadline
Deliverables 7: Best practices identified and lessons learned in the national implementation of IMAP	
Deliverables 8: Report of the first meeting of the National Steering Committee and the final versions of Deliverables 3, 4, 5, 6 and 7.	December 15, 2025
Deliverables 9: First version of the integrated national IMAP for Libya	May 15, 2026
Deliverable 10: Stakeholder Engagement and resources mobilization Plans	May 15, 2026
Deliverable 11: Report of the second meeting of the National Steering Committee and final version of deliverable 10	June 15, 2026
Deliverables 12 : Second version of the integrated national IMAP for Libya	September 15, 2026
Deliverables 13: Report of the third meeting of the National Steering Committee and the final version of the revised integrated IMAP for Libya taking into account the comments of the Contracting Parties and the SPA/RAC.	October 15, 2026

In order to carry out this mission, the SPA/RAC and the MoE will organize the meetings of the IMAP national steering committee. The costs of organizing the meetings (accommodation and subsistence for the participants) will be covered by the SPA/RAC.

Three meetings are scheduled for November 2025, May 2026 and October 2026.

In addition, the consultant is called upon to participate in technical consultation meetings with the MoE and the SPA/RAC in order to define and coordinate the actions to be carried out within the framework of this service.

Any travel or participation in other relevant meetings in relation to this mission will be decided if necessary. If this is decided, his participation in this meeting will be covered by the SPA/RAC.

V. MISSION DURATION

The total duration for the completion of the study is 16 months from the date of notification of the SPA/RAC of the start of the mission, **but not later than December 31, 2026**. The actual number of days for the implementation of the tasks mentioned in Article 3 is **60 person-days**.

VI. PROFILE AND SKILLS REQUIRED OF EXPERTS:

The expert must meet the following requirements:

- Advanced university degree (Master's degree, Doctorate or equivalent) in marine and coastal environment, marine and coastal pollution, hydrography, or related field
- Minimum 15 years of experience in the following areas:
 - o Conservation of marine and coastal biodiversity, pollution and/or coastal study and hydrography
 - o Development of strategies and programmes for the conservation of marine and coastal biodiversity, control of marine pollution, study of the coast and hydrography
 - o The development of institutional, policy and governance studies related to marine biodiversity, pollution or hydrography
 - o Facilitation of consultation processes at the national and international levels,

- Excellent knowledge of regional pollution control programmes, species conservation, habitats and sustainable management of natural resources
- Proven experience with the Ecosystem Approach, the Integrated Monitoring and Assessment Programme for the Mediterranean Sea and Coastal Areas (IMAP) and related assessment criteria.
- Excellent writing and communication skills in Arabic and English
- Strong interpersonal skills and ability to communicate and work well with a variety of stakeholders.
- Ability to lead meetings and take minutes.

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS OF PARTICIPATION

This Call for Consultation is open to individual Libyan consultants whose technical skills meet the above-mentioned requirements.

Tenderers must prove that they have all the required guarantees, in particular legal and professional guarantees, to ensure the performance of this mission in good conditions.

ARTICLE 2 - CONTENT OF THE TENDER FILE

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

2.1- Technical offer

It must contain:

1. A methodological note indicating the good understanding of the terms of reference and presenting the methodology that will be used, including a work and implementation schedule ;
2. A copy of the diplomas and a detailed CV (including relevant professional experience and similar projects carried out by the consultant);
3. A financial offer with an estimated retail price schedule that does not exceed the budget allocated to this service;

2.2- Administrative file

The administrative file must include the following administrative documents:

- 1- Document certifying the ability to practice this profession (Patent, trade register, etc.) according to the legislation of one's country with the tax number.
In cases where the Bidder is an academic (researcher or university teacher), a sworn statement that he/she complies with the applicable tax law in his/her country would be accepted.
- 2- A sworn statement that the tenderer is not in any situation that could in any way be incompatible with the assignment or compromise independence in the performance of the assignment.
- 3- This signed call for consultation documents (date, signature and stamp of the tenderer at the end of the document).

In the event that there are missing administrative documents, the bidder will be contacted to complete its file. If within 07 days, the file is still not complete, it will be eliminated.

2.3- Financial offer

The financial offer must be expressed in American Dollar (USD). The financial offer must be expressed excluding taxes; VAT must be added in addition. It will include all costs related to the performance of the service.

The financial offer must also include the following documents:

The submission using the template attached in Annex 1; and
The details of global price using the template attached in Annex 2.

ARTICLE 3 - SUBMISSION OF TENDERS

Applications should be sent electronically to the following email address: procurement@spa-rac.org , before **July 7, 2025 23:59 UTC+1 (Tunis time)**. Emails should have the following subject line:

"CALL FOR CONSULTATION N°13/2025_SPA/RAC _ EcAp Med Plus_ Update of the Integrated Monitoring and Assessment Programme for the Mediterranean Sea and Coasts and Related Assessment Criteria (IMAP) of Libya _ Name of the applicant".

Any bids received by the SPA/RAC after this date and time will be rejected.

ARTICLE 4 - ADDENDA TO THE CALL FOR CONSULTATION AND/OR REQUEST FOR CLARIFICATION

In the event that some bidders have information to request or have doubts about the meaning of certain parts of the call for consultation documents, they should refer to the SPA/RAC in writing, by e-mail, at the address procurement@spa-rac.org; in order to obtain the necessary clarifications before submitting their bid and this, ten (10) days, at the latest, before the deadline for receipt of tenders.

Responses will be sent by e-mail to all tenderers who have notified their interest in participating in this call for consultation by e-mail to the address procurement@spa-rac.org the address. Addenda to the call for consultation documents may also be added to the call for consultation documents by the SPA/RAC, with a view to making clearer the understanding of the call for consultation documents or to make changes to the information relating to the workplaces, the project, the terms of reference, the agreement or the other documents of the call for consultation, ten (10) days at the latest before the date of receipt of the tenders, as a result, they will form part of the call for consultation documents.

No answer will be made to verbal questions and any interpretation by a tenderer of the documents for invitation to consultation, which has not been the subject of an addendum, will be rejected and cannot imply the responsibility of the client.

ARTICLE 5 - BUDGET MAXIMUM

A maximum budget of 18 000 USD including VAT is available for this study. Any financial offer in excess of this budget will result in the elimination of the offer.

ARTICLE 6 - DEFINITION, CONSISTENCY AND VARIATION OF PRICES

The services provided as part of this mission consist of a firm and non-revisable overall fixed cost.

6.1- Price variation

The prices of this contract are firm and not subject to revision.

6.2- Finality of prices

The tenderer may not, under any circumstances, go back on the contract prices agreed to by him.

ARTICLE 7 - PERIOD OF VALIDITY OF THE OFFER

Any tenderer who has submitted a tender will be bound by its tender for 120 days from the day following the deadline set for the receipt of tenders. During this period, the prices and information proposed by the bidder will be firm and not subject to review.

ARTICLE 8 - TERMS OF PAYMENT

The fees/payments relating to this contract, the amount of which is set out in the tender, will be paid in phases, within one month of receipt of the bills of fees and related supporting documents and their validation by the SPA/RAC, and the validation by the SPA/RAC of the corresponding phase.

The terms of payment are as follows:

- **30%** upon submission of deliverables 1, 2, 3, 4, 5, 6, 7 and 8 and their validation by the SPA/RAC
- **30%** upon submission of deliverables 9, 10 and 11 their validation by the SPA/RAC
- **30%** upon submission of deliverables 12 and 13 and their validation by the SPA/RAC
- The final **10%** payment will be made after the work is completed and all final version deliverables are submitted. This payment is also conditional on a certificate from the SPA/RAC stating that the service provider has fulfilled all its contractual obligations and duties to the satisfaction of the SPA/RAC.

All payments will be made by bank transfer after the receipt of an invoice from the contractor.

Payments shall be made to a bank account held by the bidder in his/her resident country and where he/she pays the taxes.

ARTICLE 9 - CRITERIA AND STAGES OF EVALUATION OF TENDERS AND AWARD PROCEDURES

9.1- Evaluation of technical offers

A technical score is awarded to each offer out of a maximum score of 100 points; The evaluation of the tenders received will be based on the following criteria: (i) the consultants' experience in the fields related to the activities of this consultation and (ii) the proposed methodology.

Based on the diplomas, CV and methodology, the consultants' offer will be examined according to the criteria below:

Technical evaluation grid			
Criterion			Score
Background	Experience	1. Proven experience in marine biodiversity conservation, pollution control and/or coastal and hydrography survey 2. Proven experience in developing strategies and programmes for the conservation of marine biodiversity, marine pollution control, and/or coastal and hydrography surveys 3. Excellent knowledge of regional pollution control programmes, species conservation, habitats and sustainable management of natural resources	<u>30 points maximum</u> (5 points/reference)
		Proven experience with the Ecosystem Approach (EcAp), the Integrated Monitoring and Assessment Programme for the Mediterranean Sea and Coastal Areas (IMAP) and related assessment criteria.	<u>20 points maximum</u> (5 points/reference)
	Years of experience	Less than 15 years of experience	<u>Eliminated</u>

	Diploma	Advanced university degree (Master's degree or above) in the field of environment, pollution and/or hydrography, or a similar field	<u>10 points maximum</u>
		University degree in the above disciplines	3 points
		No university degree	0 points (In this case, the application is eliminated)
Methodology		A well-developed methodology that precisely meets the terms of reference presenting improvements and innovations compared to the RDTs.	<u>30 points maximum</u>
		Methodology meeting the terms of reference with details of the missions	20
		Methodology in accordance with the terms of reference and partially detailed	10
		The methodology is a simple repetition of the terms of reference	5
		Methodology not in accordance with the terms of reference	0 points (In this case, the application is eliminated)
Detailed planning and timeline (including a timetable for the response)		A consistent and well-structured schedule and a schedule that accurately reflects the mandate	<u>10 points maximum</u>
		Moderately consistent and structured planning and schedule, but in line with the terms of reference	5 points
		Planning and schedule not in accordance with the mandate or not submitted	0 points (In this case, the application is eliminated)
Total du score (maximum 100 points)			... switch

Any bid that has not reached the minimum score of 80 points will be eliminated.

Once the technical evaluation work is completed, the Committee assigns a final technical score to each bid.

The contract will be awarded to the technically qualified bid.

9.2- Evaluation of financial offers

At the end of the technical evaluation, the envelopes containing the financial offers that were not eliminated during the technical evaluation are opened.

The Evaluation Committee shall check that the financial offers do not contain obvious arithmetic errors. Any obvious arithmetic errors are corrected and the corrected figures are taken into account.

The Evaluation Committee then proceeds to the financial comparison. The lowest financial offer deemed valid receives 100 points. The other tenders are assigned a score calculated according to the following equation:

Financial score = (amount of the lowest bid/amount of the bid in question) x 100.

9.3- Evaluation Committee Conclusions

The choice of the best bid is the result of a weighting of the technical and financial scores according to an 80/20 distribution key. 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 and financial scores calculated in this way are added together to identify the tender with the best final technical-financial score.

When two tenders have obtained the same technical-financial score, preference will be given in order to the tenderer:

- a. Having obtained the highest technical score.
- b. Achieved the highest total score on the Provider's references.
- c. Having achieved the highest overall score for experience and qualifications of experts;
- d. Having obtained the highest score relating to the Methodological Note.

Note: The selection process may include interviews (via a teleconferencing platform), as well as a pre-screening phase followed by requests for additional information/negotiations if necessary.

ARTICLE 10 - DEADLINES FOR THE PERFORMANCE OF THE SERVICE

The total duration for the completion of the study is 16 months from the date of notification of the SPA/RAC of the start of the mission, but not later than December 31, 2026. The actual number of days for the implementation of the tasks mentioned in Article 3 is 60 person-days.

Delivrables	Deadline
Deliverables 1: Detailed work plan including a timetable for implementation, the distribution of responsibilities and the modalities of coordination between the MoE and the SPA/RAC	1 week after signing the contract
Deliverable 2: List of the composition of the IMAP National Steering Committee	1 month after signing
Deliverable 3: National methodology for the identification of good practices and the capitalization of lessons learned.	1 month after signing
Deliverables 4: Diagnosis of the implementation of the national IMAP for the three clusters	October 30, 2025
Deliverable 5: List of specific needs at the national level for the update of the IMAP including a mapping of the relevant stakeholders	
Deliverable 6: National roadmap defining the methodologies for the revision of the IMAP, the risk assessment and mitigation plan	
Deliverables 7: Best practices identified and lessons learned in the national implementation of IMAP	
Deliverables 8: Report of the first meeting of the National Steering Committee and the final versions of Deliverables 3, 4, 5, 6 and 7.	December 15, 2025
Deliverables 9: First version of the integrated national IMAP for Libya	May 15, 2026

Deliverables	Deadline
Deliverable 10: Stakeholder Engagement Plan	May 15, 2026
Deliverable 11: Report of the second meeting of the National Steering Committee and final version of deliverable 10	June 15, 2026
Deliverables 12 : Second version of the integrated national IMAP for Libya	September 15, 2026
Deliverables 13: Report of the third meeting of the National Steering Committee and the final version of the revised integrated IMAP for Libya taking into account the comments of the Contracting Parties and the SPA/RAC.	October 15, 2026

The deadlines indicated above start to run from the day after the notification of the SPA RAC for the start of each phase.

Article 11 - MONITORING, CONTROL AND VALIDATION OF WORK

The service provider will work under the supervision of a SPA/RAC monitoring committee to discuss, validate and finalize the various phases, tasks and deliverables. The service provider will submit a provisional version within the time limit set for examination and comment, if necessary, by the SPA/RAC. The Bidder shall submit a draft version of the reports within the time period specified in Article 10 above. The Bidder shall submit the final version of each report after receiving the comments/comments of the Monitoring Team on the report, in accordance with the timeline specified in Article 10 above.

ARTICLE 12 - PENALTIES FOR LATE PAYMENT

If the contractor fails to complete the services at its expense within the contractual deadlines provided for in Article 10 "Time limit for performance of the service", a penalty of one hundred and twentieth (1/300) of the total amount of the contract (including VAT) will be applied automatically and without notice for each calendar day of delay.

The amount of the late penalties will be deducted from the statements.

The amount of the penalties is capped at 10% of the total amount of the contract in T.C. When this ceiling is reached, the SPA/RAC reserves the right to terminate the contract at the expense of the contractor, in accordance with Article 18 "Termination" below, without the contractor being able to raise any objections or claim any compensation.

ARTICLE 13 - CONFIDENTIALITY/PROFESSIONAL SECRECY CLAUSES

The selected service provider undertakes to observe total discretion in all matters relating to the facts and information of which he or she has become aware during the performance of his or her mission.

Any member of the team assigned to the mission subject to this contract who contravenes the above-mentioned obligation of professional secrecy will be exposed to legal proceedings.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS

ARTICLE 14 - 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."

The names and logos of the Libyan Ministry of Environment, UNEP-MAP-SPA/RAC should appear appropriately.

ARTICLE 15 - DISPUTE SETTLEMENT

In the event of disputes relating to the execution or interpretation of the clauses of the contract, the two parties will seek an amicable agreement. In the absence of an amicable solution, all disputes relating to this contract will be within the jurisdiction of the competent courts of Tunis.

ARTICLE 16 - LIABILITY AND INSURANCE

The incumbent:

- a. take and maintain insurance covering the risks and for the amounts covering the value of the contract; and
- b. at the Client's request, provide proof that this insurance has been taken out and maintained and that the premiums have been paid

ARTICLE 17 - FORCE MAJEURE

Force majeure means any event beyond the control of a Party that makes it impossible for that Party to perform its obligations, or that makes such performance so difficult that it may be considered impossible in such circumstances.

The party invoking force majeure must inform its co-contractor within seven (07) calendar days of its advent, thus, the contractual period will be suspended by mutual agreement between the parties, for the period covered by the force majeure event.

The SPA/RAC has all the latitude to assess whether the circumstance of the impediments invoked by the holder as force majeure are convincing, if not, the days of stoppage will be counted as days of delay.

The breach of any of the Parties to any of its contractual obligations shall not constitute a breach of Contract, or a breach of its contractual obligations, if such breach results from a case of force majeure, to the extent that the Party placed in such a situation: (a) has taken all reasonable precautions and measures, to enable it to fulfil the terms and conditions of this contract; and (b) notify the other Party of the event as soon as possible.

Any period of time granted to a Party for the performance of its contractual obligations shall be extended for a period equal to the period during which that Party has been unable to perform its obligations as a result of force majeure.

ARTICLE 18 - TERMINATION OF THE CONTRACT

The SPA/RAC may terminate the Contract by written notice to the Contractor following any of the events indicated below:

- a. Failure to comply with the deadline for performance pursuant to Article 10 "Time limit for performance of the service";
- b. In the case described in Article 12 "Late payment penalty", the reaching of the ceiling of the

- late payment penalty of 10% of the total amount of the contract;
- c. Non-compliance with the content of the services listed in section III "Methodology and tasks to be performed" and section IV "phases of performance of the service" of the Technical Specifications;
 - d. If the holder goes bankrupt or enters into judicial settlement;
 - e. If, as a result of a case of force majeure, the holder is unable to perform a substantial part of the Services for a period of at least sixty (60) days; and
 - f. If, in the opinion of the Client, the holder has engaged in bribery or fraudulent tactics with a view to obtaining or during the performance of the Contract. For the purposes of this clause: "bribery" is any person who offers, gives, solicits or accepts any advantage with a view to influencing the action of a public official in the course of the selection or performance of the Contract; and "fraudulent practices" means anyone who misrepresents or misrepresents facts in order to influence the selection or performance of the Contract in a manner detrimental to the Borrower; "fraudulent manoeuvres" means, inter alia, any agreement or collusive manoeuvre by tenderers (before or after the submission of tenders) aimed at artificially maintaining the prices of proposals at levels that do not correspond to those that would result from free and open competition, and at depriving the SPA/RAC of the advantages of the latter; or
 - g. If the SPA/RAC, on its own initiative and for any reason, decides to terminate the contract.

ARTICLE 19 - CONFLICT OF INTEREST

19.1- Prohibition of Incompatible Activities

The contractor, its staff and agents must not engage, directly or indirectly, during the period of performance of the contract, in professional or commercial activities which could be incompatible with the activities entrusted to them under this contract.

19.2- Non-participation of the holder and its associates in certain activities

The contractor, as well as its partners, shall refrain, during the term of the contract and at its conclusion, from supplying goods, works or services intended for any project arising from or closely related to the Services of this contract (with the exception of the performance of the Services and their continuation).

ARTICLE 20 - PROVISIONAL AND FINAL ACCEPTANCES

Provisional acceptance is pronounced after the completion of the services covered by this contract, i.e. after the completion of the service described in Article 4 "Tasks planned and expected results" of the technical specifications and Article 10 "Deadlines for performance of the service" of the administrative specifications. Provisional acceptance will only be pronounced in the case of total compliance deemed conclusive by the SPA/RAC, by means of a provisional acceptance report signed jointly by the service provider and the SPA/RAC within a maximum period of 30 days from the receipt of the deliverables and their validation by the SPA/RAC and upon written request from the service provider. The service provider must correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

The final acceptance will take place one (01) month after the date of provisional acceptance without reservation of the contract. The final acceptance report will only be drawn up when the service provider has fulfilled all its obligations arising from the obligations set out in Section 3 "Planned tasks and expected results", after correction of any irregularities and reservations.

ANNEX 1 SUBMISSION LETTER

I, the undersigned, after having taken due note of the dossier documents of the call for tenders N° launched by SPA/RAC, 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 my 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 compensation.

I pledge that the conditions in my tender will remain valid for a period of one hundred and twenty days (120 days) starting from the day after 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 ofUnder the number of RIB (BIC – IBAN).

In, on

(Name, first name and function)
(Signature)

Done at, the

(Name and surname and position)
Voucher for submission
(Signature and stamp)

ANNEX 2 - DETAILS OF GLOBAL PRICE

In support of its tender, the tenderer shall provide a sub-detail of each unit price of the schedule drawn up according to the following model

Designation	Unit price (excl. VAT) Man/day	1st phase (Deliverables 1, 2, 3, 4, 5, 6, 7 and 8)		2nd phase (Deliverables 9, 10 and 11)		3rd phase (Deliverables 12 and 13)		Total Phase (1+2+3)	
		Duration	Subtotal	Duration	Subtotal	Duration	Subtotal	Duration	Subtotal
Honorarium									
Expert									
Other costs (excl. VAT)									
Other costs necessary for the proper performance of this contract									
Sous-total/phase (HTVA)									
TOTAL HTV									

Set the amount of the offer including VAT at the sum of

.....

Done at,