



Mediterranean
Action Plan
Barcelona
Convention



CALL FOR CONSULTANCY No 24/2026_SPA/RAC_FishEBM Med

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

“SUPPORT WEST AND CENTRAL MEDITERRANEAN AND ADRIATIC PARTNER COUNTRIES to UPDATE/ELABORATE MONITORING PROGRAMMES, IDENTIFY NATIONAL LISTS OF NIS/IAS AND THEIR PATHWAYS OF INTRODUCTION IN PROJECT COUNTRIES, AND IDENTIFY WHICH SPECIES SHOULD BE USED FOR MONITORING”

July 2026

**This call for consultancy document is available only in English.
Offers should be made in English.**

TECHNICAL SPECIFICATIONS

Context

I.1. The Specially Protected Areas Regional Activity Centre

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention in order to assist the Mediterranean countries in implementing the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) of the Barcelona Convention². Tunisia has been hosting the Centre since its establishment in 1985.

The Centre works under the auspices of the United Nations Environment Programme/Mediterranean Action Plan (UNEP/MAP) - Barcelona Convention Secretariat, based in Athens, Greece.

SPA/RAC's main objective is to contribute to the protection, preservation, and sustainable management of marine and coastal biological diversity in the Mediterranean and the creation and effective management of marine and coastal areas of particular natural and cultural value and the conservation of threatened and endangered species of flora and fauna in the Mediterranean.

For more information, please consult: www.spa-rac.org.

I.2. The FishEBM MED project

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

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

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

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

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

1. Enhancing capacity for sustainable fisheries management, in line with SAPBIO's goals for biodiversity conservation.
2. Integrating advanced monitoring technologies to address IUU fishing, as prioritized in the GFCM 2023 strategy.
3. Implementing ecosystem-based management tools, as advocated for by both SAPBIO and GFCM to ensure long-term sustainability.
4. Developing innovative blue economy solutions, aligning with the objectives of both frameworks to promote sustainable economic development.

5. Sharing knowledge and best practices, fostering collaboration and learning, as emphasized in SAPBIO and GFCM strategies to promote regional cooperation and capacity building.

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

II- BACKGROUND

In line with:

- [Decision IG.27/6](#) - Ecosystem Approach (EcAp) Policy and Roadmap 2026-2035 and Integrated Monitoring and Assessment Programme for the Mediterranean Sea and Coast (IMAP);
- [Decision IG.27/14](#) - Programme of Work and Budget for 2026–2027;
- [Decision IG.26/3](#) - The 2023 Mediterranean Quality Status Report and a Renewed Ecosystem Approach Policy in the Mediterranean;
- [Decision IG.25/11](#) - Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in the Mediterranean Region (Post-2020 SAPBIO)

The Contracting Parties to the Barcelona Convention should updated/developed their national monitoring programmes based on the IMAP Common Indicators for Biodiversity and Non-indigenous species (NIS).

An updated subregional and regional non-indigenous species (NIS) inventories for the Mediterranean Sea¹, validated by national and taxonomic experts, with species records observed until December 2020 was produced. These datasets were used as the baselines for the implementation of the Integrated Monitoring and Assessment Programme for the Mediterranean (IMAP) and the Mediterranean Quality Status Report 2023. Furthermore, the dynamic nature of marine invasions and the continuous emergence of new information concerning species' identities and origins necessitate the regular production of refined inventories for accurate assessments and effective policy implementation.

Country Concerned by FishEBM Project	National Monitoring Programme NIS (2)	National List of NIS/National NIS baseline
Albania	In progress/No	Yes (1) (3)
Algeria	Yes	Yes (1)
Bosnia and Herzegovina	No	No
Lebanon	Yes	Yes (1)
Libya	Yes	Yes (1)
Montenegro	Yes	Yes (3)
Morocco	Yes	Yes (1)
Tunisia	Yes	Yes (1)
Türkiye	Yes	Yes

(1): National NIS inventories were provided by National experts designated by the Contracting Parties to the Barcelona Convention up to 2020

(2): National Monitoring Programme NIS based Monitoring Programmes for Biodiversity and NIS aligned with the IMAP of the Barcelona Convention.

(3): GEF Adriatic Project

This assignment is part of the FishEBM Med Project, under Output 3.3, which aims is to identify measures to cope with the negative effects of non- indigenous species on biodiversity well as those of other potential stressors.

¹ <https://doi.org/10.3390/d15090962>

II.1. OBJECTIVE

The objective of this assignment is providing technical leadership, methodological guidance, quality assurance, and capacity building to national experts in enabling them to:

- Update/elaborate national NIS/IAS monitoring programmes,
- Produce validated national lists of NIS/IAS and their introduction pathways,
- Identify priority species for monitoring,

All in line with IMAP, Post-2020 SAPBIO Actions 5 & 6, and in close coordination with the EcAp MED plus project.²

II.2. TASKS TO BE UNDERTAKEN

The selected regional expert(s) will:

1. Methodological package

- Prepare a harmonised methodology and user-friendly guidance note for national teams covering inventory compilation, pathway coding, species selection criteria, and monitoring programme design.
- Develop standardised templates for national deliverables (NIS/IAS list, pathway table, monitoring programme document), ensuring data fields map directly to MAMIAS import requirements.

2. Training and continuous support

- Design and lead a regional inception/training workshop (virtual) for national experts covering the full methodology.
- Establish a technical help-desk function (email) to resolve queries throughout the data collection and drafting phases.

3. Technical review and quality assurance

- Conduct a thorough technical review of each country's draft to meet IMAP Common Indicator 6 specifications, Update of the IMAP EO2 Common Indicator 6 Factsheets Related to Non-Indigenous Species³, CBD pathway standards:
 1. National NIS/IAS inventory and pathway assessment
 2. Verify that the data prepared by countries for MAMIAS are correct, complete, and compatible before final upload.
 3. Shortlist of species proposed for monitoring
 4. Compare national lists, harmonise taxonomy and invasion status, and flag species of regional concern.
 5. Draft monitoring programme for NIS and Provision of technical support to countries for the integration of Common Indicator 6 (CI6) into their national monitoring programme under preparation/updating through EcAp MED PLUS project.

4. Synthesis and reporting

- Prepare a concise **Regional Synthesis Report** that (i) Identifies shared priority NIS/IAS and main pathways across the target countries, (ii) Assesses readiness for IMAP NIS monitoring (iii) Recommends next steps for regional-scale monitoring and SAPBIO implementation.
- Ensure that all national data uploaded to MAMIAS follow a consistent regional taxonomy and pathway classification, enabling regional analyses.

5. Support to national validation

- Provide inputs and, where requested, remote/in-person presentations at national validation workshops to reinforce regional consistency.

6. Specific MAMIAS training and data sharing support

² <https://spa-rac.org/en/themes/ecap-med-plus/>

³ To be provided by SPA/RAC, <https://spa-rac.org/en/opportunities/call-for-consultancy-update-of-the-imap-eo2-common-indicator-6-factsheets-related-to-non-indigenous-species/>

- Develop and deliver a dedicated training module (could be integrated into the inception workshop or a separate session) on **sharing NIS/IAS data through the MAMIAS georeferenced platform**. The training must cover:
 - MAMIAS data structure, mandatory fields, and georeferencing standards.
 - Practical exercises on entering new occurrence records, uploading batch data, and linking species to pathways.
 - How to export or map data for national monitoring reports and IMAP reporting.
- Provide follow-up remote support to national experts as they upload their validated national NIS/IAS inventories to MAMIAS.

II.3. TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The contract implementation will need about eighty working days (80 WD) starting from the date of the contract signature, until the completion of all tasks no later than March 31st, 2027, with the following tentative schedule:

No.	Deliverable/Activity	Indicative Deadline	Estimated Working Days
1.	Inception report (work plan, refined methodology outline, MAMIAS training module)	15 September 2026	2
2.	Harmonised methodological package (guidance note, templates, MAMIAS data-mapping tool)	30 September 2026	8
3.	Regional training workshop (materials preparation, delivery, workshop report)	31 October 2026 or February 2027	10
4.	Help-desk and ongoing technical support (email, Q&A clinics – spanned over entire period)	Continuous until March 2027	12 (approx. 2 days/month)
5.	First round country technical review reports (draft inventories, pathways, species shortlists – 8 countries × 1.5 days)	15 December 2026	15
6.	Second round country technical review reports (draft monitoring programmes, MAMIAS datasets – 8 countries × 1.5 days)	15 February 2027	15
7.	Finalisation of national documents (quality check, compilation, confirmation of MAMIAS upload)	10 March 2027	2
8.	Regional Synthesis Report (data consolidation, analysis, writing, recommendations)	25 March 2027	10
9.	Support to national validation workshops (remote/in-person inputs and presentations)	As scheduled (Dec–Mar)	6

The travel and participation to workshops in relation with the present assignment will be covered by SPA/RAC.

II.4. SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC Ecosystem conservation officer in coordination with FishEBM Med project team and the overall supervision of the SPA/RAC director. Regular coordination meetings will be held.

III. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The expert(s) should meet the following criteria:

- Post-graduate university degree in marine ecology, biodiversity conservation, or closely related disciplines.

- Advanced experience in non-indigenous species studies and marine bio-invasions is required and Proven record in developing and applying NIS/IAS monitoring methodologies and risk assessment tools.
- A minimum of 10 years of relevant experience in (i) marine NIS/IAS research (i) monitoring and assessment of the marine environment and (ii) indicators-based assessment of the impacts and pressures on Mediterranean marine environment, is required; including coordination of multi-country/regional projects.
- Familiarity with other regional NIS databases is an asset.
- Strong understanding of regional policy frameworks (e.g., IMAP, SAPBIO, MSFD).
- Demonstrated ability to draft regional synthesis reports and facilitate high-level workshops.
- Excellent communication skills and fluency in English; knowledge of other language is a strong asset.

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

1.1. Eligibility

This call for consultancy is open to **individual consultants** only. The service provider must have proven competence in marine non-indigenous species monitoring and assessment studies.

Offers may be made by 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. No more than two (02) experts could be proposed for the implementation of the tasks of the present assignment. In all cases, the lead expert will be the official representative vis-à-vis SPA/RAC.

ARTICLE 2 – COMPOSITION, PRESENTATION OF OFFERS AND DEADLINES

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

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

2.1. Technical offer

The technical offer must include:

1. **Curriculum vitae (CV):** Updated CVs for both consultants, highlighting higher education degrees, professional experience, and references to relevant previous works, studies, and publications. **Key references must be highlighted in bold.** Applicants are encouraged to attach electronic copies of relevant past work or provide accessible web links.
2. **Methodological note:** A detailed note presenting the consultants' vision for the project. This should demonstrate alignment with the assignment's objectives and scope, the proposed methodological approach, the organization of work, and any relevant comments on the Terms of Reference (ToR).
3. **Work plan and schedule:** A detailed implementation timeline, including a chronogramme of intervention for each expert.

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.

2.2. Administrative documents

The administrative folder must contain:

1. **Cover letter:** Outlining the consultants' suitability and motivation for the assignment.
2. **Proof of professional standing:** A document certifying the legal ability to practice this profession (e.g., a registration certificate) according to the legislation of the consultant's country, including a tax identification number. For academic professionals (Researchers or University staff), a sworn statement confirming compliance with the tax and fee legislation in force in their country of residence would be accepted.
3. **Declaration of independence and absence of conflict of interest:** A sworn statement confirming that the bidder is not in any situation of conflict of interest and is not subject to any incompatibility that could compromise their independence or impartiality during the assignment.

4. **Signed Terms of Reference:** The present ToR, signed and dated by the provider on the final page. If original administrative documents are not in English, they must be accompanied by a certified translation into English or French.

Missing documents: Should any administrative documents be missing, the tenderer will be contacted to provide them within **five (05) calendar days**. If the file remains incomplete after this period, the offer will be automatically disqualified.

2.3. Financial offer

The financial offer must be expressed in United States Dollars (USD), in both tax-free and all tax-included prices (in case of eligible VAT) . It should include all the costs connected to the provision of the service.

The financial offer should also include:

- A 'Submission letter', using the template attached in Annex 1.
- 'The details of the global price' using the template in Annex 2.

ARTICLE 3 – SUBMISSION

Offers must be received electronically at the following e-mail address: procurement@spa-rac.org, with the date of electronic transmission as the reference, and indicating in the subject line:

Call for consultancy No. 24/2026_SPA/RAC – Support West and Central Mediterranean and Adriatic Partner Countries Update/elaborate monitoring programmes, identify national lists of NIS/IAS and their pathways of introduction in project countries, and identify which species should be used for monitoring – [the Applicant name].

The deadline for receiving proposals is set for **3 august 2026, at 23.59 UTC+1 (Tunis Time)**. Any proposal received by SPA/RAC after this date and time will not be considered.

ARTICLE 4 - ADDITIONAL INFORMATION

Should questions or need for clarification related to these terms of reference and their content arise, bidders may submit a written request by e-mail to: procurement@spa-rac.org, no later than **five (5) calendar days** before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

Payment for the mission will be made as follows:

1. The 1st Instalment of 30 % will be paid upon submission of deliverables 1,2, and 3 and after their review and approval by SPA/RAC.
2. The 2nd and last instalment of 40% will be paid upon submission of deliverable 7 and after their review and approval by SPA/RAC.
3. The balance within 1 month 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.

Payment modalities: All payments will be made by **bank transfer** upon receipt of an invoice from the contractor. Payments shall be made to a **bank account held by the bidder** in their **country of residence** where they are officially registered for tax purposes.

Travel and subsistence: Travel and accommodation expenses (including airfare, lodging, catering, local transportation, and travel insurance) required for the performance of this assignment will be **fully covered by SPA/RAC**. These costs will be managed through direct payment and the provision of Daily Subsistence Allowances (DSA) in accordance with standard UNEP rules and regulations.

ARTICLE 6 - EVALUATION PROCEDURE

The evaluation must be conducted with total impartiality. Any previous involvement of the consultants in the design or implementation of the programmes being evaluated must be disclosed and may lead to disqualification if it compromises the independence of the evaluation.

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

6.1. Technical evaluation

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

1. Experts / Individual consultant(s) capacity and expertise.
2. Methodology, organization, and work implementation planning and schedule:

Criteria			Scoring	
			Application by one consultant	Application by a consultant association (two consultants)
Lead consultant	Experience	Experience in environmental marine sciences, conservation of threatened and endangered species, in particular non-indigenous species.	<u>55 points maximum</u> (12 points/study + 2 additional points/study in the Mediterranean)	<u>40 points maximum</u> (8points/study) + 2 additional points/study in the Mediterranean)
		No similar studies	0 points <i>(In this case the offer is eliminated)</i>	0 points <i>(In this case the offer is eliminated)</i>
	Diploma	The titles of Master or PhD in in biology/ecology	<u>5 points maximum</u>	<u>5 points maximum</u>
		a university degree in biology / ecology or related disciplines	3 points	3 points
Associate	Experience	No university degree in the above-mentioned or related disciplines	0 point <i>(In this case the offer is eliminated)</i>	0 point <i>(In this case the offer is eliminated)</i>
		Experience in environmental marine sciences, conservation of threatened and endangered	N/A	<u>10 points maximum</u> (5 points/study + 1 additional

consultant		species, in particular non-indigenous species.		point/study in the Mediterranean)
		No similar study	N/A	0 point
	Diploma	Post-graduate university degree in marine biology or environmental sciences, or related discipline	N/A	<u>5 points maximum</u>
		University degree in the above-mentioned or related disciplines	N/A	3 points
		No university degree in the above-mentioned or related disciplines	N/A	0 point (In this case the offer is eliminated)
		No university degree in the above-mentioned or related disciplines	N/A	0 point (In this case the offer is eliminated)
The methodology proposed for conducting the mission, the planning and detailed time schedule (including a chronogram of intervention)	a. The methodology proposed for conducting the mission	Methodology clearly presented, well developed and meets the study terms of reference and objectives	<u>25 points maximum</u>	
		Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	15 points	
		Methodology not well developed but meets the terms of reference and objectives	5 points	
		Methodology not clearly presented and does not meet the study terms of reference and objectives, or No methodology presented	0 point	

	b. the planning and detailed time schedule (including a chronogram of intervention)	Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and with the chronogram of intervention	<u>15 points maximum</u>
		Realistic planning but more or less well presented, fairly coherent with the time schedule and with the chronogram of intervention	8 points
		Planning unclearly presented, doesn't respect the deadline, or no planning, or no time schedule or no chronogram of intervention	0 points
	Total score (<u>100 points maximum</u>)		... points

Any offer that has not attained the **minimum score of 70 points** will be eliminated.

In the case of no offer obtains 70 points or more, the call for consultancy 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:

$$\text{Financial score} = (\text{amount of the lowest accepted offer} / \text{amount of the offer in question}) \times 100$$

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 the consultants.

ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The consultant(s) will work under the supervision of SPA/RAC, which is responsible for overall process coordination.

The consultant(s) will submit draft version of each deliverable as indicated in sections II.3 (**TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE**). The consultant(s) will submit the final versions of deliverables considering the SPA/RAC feedback,

ARTICLE 8 – DEADLINE FOR THE EXECUTION OF THE MISSION

The contract implementation will need about eighty working days (80 WD) starting from the date of the contract signature, until the completion of all tasks no later than March 31st, 2027, with the following tentative schedule:

No.	Deliverable/Activity	Indicative Deadline	Estimated Working Days
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8.	Regional Synthesis Report (data consolidation, analysis, writing, recommendations)	25 March 2027	10
9.	Support to national validation workshops (remote/in-person inputs and presentations)	As scheduled (Dec–Mar)	6

ARTICLE 9 - PENALTY

In the absence of completion by the tenderer of the services at his charge within the contractual deadlines envisaged in 8 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one three hundredth (1/300) of the total amount of the contract for each calendar day of delay.

The amount of 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 14 (Cancellation conditions), and without that the service provider can raise disputes or claim any compensation.

ARTICLE 10 - INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP OF DOCUMENT

All legal rights throughout the world in works or inventions created by the provider in connection with consultancy will remain the property of 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 present contract, will become and remain the property of SPA/RAC, and the consultant will submit all of 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-existent objection of the SPA/RAC.

ARTICLE 11 - ARBITRAGE, DISPUTE SETTLEMENT

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

ARTICLE 12 - LIABILITY AND INSURANCE

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

ARTICLE 13 - FORCE MAJEURE

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

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

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

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

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

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

ARTICLE 14 - CANCELLATION CONDITIONS

SPA/RAC could cancel this contract through a notification in writing addressed to the tenderer after one of

the events indicated in the following paragraphs:

- a. no respect for the deadline of the execution in the application of Article 2 (Composition, presentation of offers and deadlines);
- b. in the case described in Article 8 (Penalty) when the amount is capped at 10% of the total amount of the contract;
- c. non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 2 of the technical specifications: II.2. Tasks to be undertaken),
- d. If the tenderer goes bankrupt or into receivership.
- e. If, after a case of force majeure, the holder is unable to execute a substantial part of the Services for a period equal to at least sixty (60) days;
- f. If the tenderer was involved in corruption or fraudulent manipulations to obtain the contract or during the execution of the contract. For the purpose of the clause: a person is guilty of "corruption" if he/she offers, gives, solicits or accepts any kind of advantage in order to influence the action of a public official during the selection or the execution of the contract; and undertakes "fraudulent manipulations" which distort or denature the facts so as to influence the selection or the execution of the contract to the detriment of the borrower; by "fraudulent manipulations" is meant any agreement or collusive manipulation of the tenderers (before or after submitting the proposals) so as to artificially maintain the prices of the tenders at levels which do not correspond to prices which would have resulted from free and open competition and which deprive the borrower of the advantages of free and open competition; or
- g. If SPA/RAC, on its own initiative and for any reason whatsoever, decides to terminate the contract.

ARTICLE 15 – CONFLICT OF INTERESTS

15.1. Prohibition of incompatible activities

The consultants, including all members of the consultancy team and their personnel, shall not engage, directly or indirectly, in any professional or commercial activities during the contract implementation period that may conflict or be incompatible with the duties entrusted to them under the present contract.

15.2. Restrictions on subsequent activities

The consultants, whether contracted individually or as an association, are prohibited during the contract period and following its completion from providing goods, works, or services for any project resulting from or closely connected to the Services provided under this contract (except for the direct implementation or continuation of the present contract services).

15.3. Duty to disclose

The consultants have an ongoing obligation to disclose to SPA/RAC any situation that arises during the performance of the contract that may constitute an actual, potential, or perceived conflict of interest. Failure to do so may result in the immediate termination of the contract.

ARTICLE 16 - PROVISIONAL AND FINAL ACCEPTANCE

The provisional acceptance is pronounced after complete completion of the services covered by this consultancy i.e., after the completion of the service described in section II.2 tasks to be undertaken of the technical specifications, and Article 2 (Composition, presentation of offers and deadlines). The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report issued by the SPA/RAC no later than 30 days from receipt of the deliverables and at the written request of the service provider and the signing of a report of completion of the work/services jointly by the service provider and SPA/RAC. The Service Provider shall, however, correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

Final acceptance will be given one (1) month after the date of provisional acceptance without reservation of the contract. The final acceptance report will only be delivered once the service provider has fulfilled all his obligations resulting from sections II.2 (Tasks to be undertaken) and section II.3 (Time duration of the contract, deliverables & timeline) of the "Technical Specifications" and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

I, the undersigned, after having taken due note of the dossier documents of the call for consultancy N° launched by,pertaining to a mission of

..... I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is(.....) 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
Fees									
Consultant									
Other costs									
Travel and accommodation									
Other costs necessary for the proper execution of the present consultancy									
Sub-total / task (excluding VAT)									
	TOTAL Excluding VAT								
	VAT Amount (VAT eligible only if the contractor is fiscally resident in Tunisia)								
	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)