



**Mediterranean  
Action Plan**  
Barcelona  
Convention



**CALL FOR CONSULTANCY N°53/2025\_SPA/RAC\_FVC**

**ASSESSMENT AND UPDATE OF THE NATIONAL ACTION PLAN FOR THE  
CONSERVATION OF MARINE MAMMALS IN THE EGYPTIAN MEDITERRANEAN  
WATER**

**November 2025**

**This call for consultancy document is available only in English.**

## TECHNICAL SPECIFICATIONS

### 1- BACKGROUND :

The Specially Protected Areas Regional Activity Centre (UNEP/MAP- SPA/RAC) was established in Tunis in 1985 by the Contracting Parties to the Barcelona Convention to help Mediterranean countries implement the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/DB Protocol), which came into force in 1999. The main task of UNEP/MAP-SPA/RAC is to provide the technical and financial assistance needed by the countries to implement the activities planned as part of the implementation of the directives of the Barcelona Convention, in particular through its medium-term strategy 2022-2027 and the work programme for the 2024-2025 biennium. In this context, SPA/RAC has received financial support under the Voluntary contribution made by the Ministry for Europe and Foreign Affairs of France to assist the implementation of the POW 2024-2025 UNEP-MAP- SPA/RAC activities.

The Agreement on the Conservation of Cetaceans of the Black Sea, Mediterranean Sea, and contiguous Atlantic area (ACCOBAMS), established under the auspices of the Bonn Convention (UNEP/CMS), aims to reduce threats to cetaceans, particularly by improving knowledge about these species. The implementation of ACCOBAMS contributes to meeting the obligations related to cetaceans under the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol).

The Action Plan for the Conservation of Cetaceans in the Mediterranean Sea of the Barcelona Convention invites the Contracting Parties to elaborate National Action Plans for the conservation of cetaceans. In line with these recommendations, Egypt developed its first National Action Plan for the Conservation of Marine Mammals in the Egyptian Mediterranean in 2012. Marine mammals in Egyptian Mediterranean waters are represented by two major taxonomic groups: the order *Cetacea* (whales, dolphins, and porpoises) and the order *Carnivora*, superfamily *Pinnipedia*, family *Phocidae*, which encompasses the monk seal *Monachus monachus*, the only pinniped found in the Mediterranean Sea. Since its adoption, the Action Plan has not been reviewed or updated. The Egyptian Environmental Affairs Agency (EEAA) has therefore requested the support of SPA/RAC to assess and revise the current National Action Plan for the Conservation of Marine Mammals in Egyptian Mediterranean waters. In this context, and according to the Memorandum of Understanding No. 03/2025 between ACCOBAMS and SPA/RAC, signed in Monaco on March 28, 2025, the two organizations agreed that, in the framework of their joint work programme for 2025, they will support the assessment, the update, and the adoption of the Action Plan at the national level.

### 2- OBJECTIVE

The objective of the consultancy is to prepare a comprehensive National Action Plan (NAP) for the conservation of marine mammals in the Egyptian Mediterranean Water based on the assesment of the 2012 NAP version

### 3- TASKS AND EXPECTED DELIVERABLES

4-

The consultant is expected to deliver the assessment and the update of the National Action Plan for the Conservation of Marine Mammals in the Egyptian Mediterranean (2012) by performing the following tasks in close consultation with the SPA/BD and ACCOBAMS Focal Points, SPA/RAC, ACCOBAMS secretariats and the ACCOBAMS Scientific Committee:

#### **TASK 1: Inception report (Deliverable 1)**

Prepare an **Inception Report** detailing the methodology, work plan, and structure of the NAP

#### **TASK 2: Development and distribution of a questionnaire (Deliverable 2)**

- Develop a questionnaire to evaluate progress, successes, challenges, and shortcomings in the national Action Plan's implementation.
- Distribute the questionnaire to main actors via online platforms and during in-person field missions (details about the field missions are below).

### **TASK 3: Field Mission and Preparation of Brief Reports on Consultation Meetings and Interviews (Deliverable 3)**

- organisation of in person meetings with national authorities and key stakeholders (ministries, research institutions, NGOs, fishers, maritime authorities, etc.) to :
- Assess the current status of marine mammal species in national waters (distribution, abundance, threats) including a review of all relevant national, regional, and international documents (e.g., previous action plans, reports, research data, legal instruments).
- Review national policies, laws, and institutional arrangements related to marine mammal conservation and marine biodiversity.
- collect information on ongoing marine mammal conservation activities; assess progress and identify challenges and opportunities for improvement.
- Prepare minutes and brief reports of the consultation meetings and interviews conducted at the national level.

the SPA/BD and ACCOBAMS National Focal Points of Egypt will facilitate necessary contacts in advance.

### **TASK 4: Preparation of a first draft of an assessment report (Deliverable 4)**

Prepare an assessment report based on the results of the questionnaire, as well as consultations, meetings, and interviews with the Egyptian Environmental Affairs Agency (EEAA) staff, NGOs, fishers, and other relevant stakeholders and institutions. This report will also outline the main elements of the draft National Action Plan.

### **TASK 5: Preparation of a final draft of an assessment report (Deliverable 5)**

Update the assessment report, following any potential recommendations provided by SPA/RAC, ACCOBAMS, EEAA and any relevant national actors

### **TASK 6: Elaboration of the first draft National Action Plan (Deliverable 6)**

Prepare the first draft of the updated National Action Plan for the Conservation of Marine Mammals in the Egyptian Mediterranean Waters, based on findings from the assessment

Present the first draft of the NAP during a national workshop to be organized before the end of the year

### **TASK 7: Elaboration of the final National Action Plan (Deliverable 7)**

Finalize the updated National Action Plan for the Conservation of Marine Mammals in the Egyptian Mediterranean Waters based comments and finding of the national workshop to be coordinated by the SPA/DB Focal Point.

### **Reference documents**

**The update should take into consideration the following references:**

- I. The Action Plan for the Conservation of Cetaceans in the Mediterranean Sea;
- II. The Regional Strategy for the Conservation of Monk Seals in the Mediterranean;
- III. The Good Environmental Status (GES) and related targets under the Integrated Monitoring and Assessment Programme (IMAP) of the Mediterranean Sea, along with its associated assessment criteria;
- IV. The current ACCOBAMS Strategy, Work Programme and ongoing IWC/ACCOBAMS Conservation Management Plans,
- V. The Post-2020 Strategic Action Programme for the Conservation of Biological Diversity in the Mediterranean Region (Post-2020 SAPBIO);
- VI. The GFCM Regional Plan of Action for Vulnerable Species (RPOA-VUL): Regional Plan of Action to monitor and mitigate interaction between fisheries and vulnerable species in the Mediterranean and the Black Sea;
- VII. national strategy and action plan for biodiversity in Egypt (2024 - 2030)
- VIII. National Strategy for Post-2020 Marine and Coastal Protected Areas (MCPAs) and Other Effective Area-Based Conservation Measures (OECMs) in the Mediterranean Coast of Egypt.
- IX. Any other relevant regional strategies and international agreements, including CITES, ICCAT, and others.

## 5- TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The duration of this contract is one month starting from the date of its signature. The deadline for the full completion of this assignment is **31 December 2025**.

The number of working days to implement the tasks and deliverables of this contract is **11 effective working days (WD)**, excluding the three days of the visit to Egypt.

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

| Tasks and deliverables                                                                                                                                                                                                              | Estimated effective working days | Deadlines        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------|
| <b><u>Deliverable 1:</u></b><br>Inception report.                                                                                                                                                                                   | 1 day                            | 20 November 2025 |
| <b><u>Deliverable 2:</u></b><br>A questionnaire to evaluate progress, successes, challenges, and shortcomings in the national Action Plan's implementation.                                                                         | 1 day                            | 20 November 2025 |
| <b><u>Deliverable 3:</u></b><br>Minutes and brief reports of the consultation meetings and interviews at national levels the Action Plan for the Conservation of Cetaceans in the Mediterranean Sea (SPA/DB NFP, NGO, Fishers.....) | 1 day                            | 01 December 2025 |
| <b><u>Deliverable 4:</u></b><br><b>First draft</b> of the Assessment report on the Status of implementation of the National Action Plan for the Conservation of Marine Mammals in the Egyptian Mediterranean Waters.                | 3 days                           | 10 December 2025 |
| <b><u>Deliverable 5:</u></b><br><b>Final</b> assessment report on the Status of implementation of the National Action Plan for the Conservation of Marine Mammals in the Egyptian Mediterranean Waters.                             | 1 day                            | 15 December 2025 |
| <b><u>Deliverable 6:</u></b><br>The first draft of the updated National Action Plan for the Conservation of Marine Mammals in the Egyptian Mediterranean Waters.                                                                    | 3 days                           | 20 December 2025 |
| <b><u>Deliverable 7:</u></b><br>The final version of the updated National Action Plan for the Conservation of Marine Mammals in the Egyptian Mediterranean Waters.                                                                  | 1 day                            | 31 December 2025 |

## 6- LANGUAGE

The applicants should be aware that the work could be conducted in both languages, English and Arabic (consultation, survey, meetings, etc.). The assessments and updating of the Action Plan should be presented in English.

## 7- COLLABORATION

The Consultant will work in strict collaboration and consultation with SPA/RAC Species Conservation Programme Officer, ACCOBAMS Executive Secretary, and the SPA/BD national focal point in Egypt. They will ensure the smooth dissemination of information to other relevant stakeholders, including the ACCOBAMS Scientific Committee and the ACCOBAMS Focal Point.

## **8- SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS**

A national expert with the following profile requirements is needed to assess and update the National Action Plan for the Conservation of Marine Mammals in the Egyptian Mediterranean Waters:

- ❖ Advanced University degree in marine biodiversity/ environment, such as environmental sciences, marine ecology, marine biology, etc...
- ❖ Demonstrated expertise (at least seven (7) years) in developing, assessing, implementing national action plans/regional strategies/ monitoring and conserving programmes for marine Biodiversity, MPAs, threatened and endangered marine and coastal species in the Mediterranean, with a focus on marine mammals.
- ❖ Excellent communication skills in English and preferably speaking Arabic.
- ❖ Good interpersonal skills, with the ability to work effectively with a diverse range of stakeholders.
- ❖ Ability to travel and work in the Mediterranean region.

## ADMINISTRATIVE SPECIFICATIONS

### Article 1 – Conditions for participation in the consultancy

Individual consultants who possess proven skills and experience in line with the expert profile specified in Section 7 of the Technical Specifications are eligible for the call for consultancy.

### Article 2 – Composition and presentation of the offer

The submitted offer must include separately: (i) a technical offer, (ii) administrative documents, and (iii) a financial offer (must be presented in 3 separate files).

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

#### i. Technical offer

The technical offer must contain:

1. A cover letter outlining the consultants' suitability for the mission.
2. A curriculum vitae (CV) including education background with copies of their university diplomas, qualifications, professional experience, and **references to relevant previous works, studies and publications**.
3. Documents/URL links/certificates that support the relevant references presented.
4. A detailed methodological note presenting the consultant vision for the National Action Plan and how it mirrors the assignment objectives and scope and the methodological approach.
5. A detailed time planning schedule.

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

#### ii. 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, signature of the provider at the end of the document).

If the original administrative documents are not in English or in French, it should be provided with additional copies translated into English or French by a sworn translator.

Should any of the administrative documents be missing, the tenderer will be contacted to complete the missing offer documents within a period of ten (10) days. If after a period of ten (10) days, the documents are still not complete the offer will be eliminated.

#### iii. Financial offer

The financial offer must be expressed in **dollars (USD)**, in both **tax-free** and **all tax-included prices**. It should include all the costs connected to the provision of the service.

**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 experts, and any necessary equipment and/or supplies.**

**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](mailto:procurement@spa-rac.org) before **14 November 2025**

E-mails should have the following subject: "Call for consultancy N°53/2025\_SPA/RAC\_FVC- Assessment and update of the National Action Plan for the Conservation of Marine Mammals in the Egyptian Mediterranean Water – 'Applicant name'".

Proposals received after this deadline will not be considered.

### ARTICLE 4 - ADDITIONAL INFORMATION

Should questions or need for clarification related to these terms of reference and their content arise, bidders may submit a written request by e-mail to: [lobna.bennakhla@spa-rac.org](mailto:lobna.bennakhla@spa-rac.org) ; [assistant2@spa-rac.org](mailto:assistant2@spa-rac.org), no later than ten (10) calendar days before the deadline for the proposal submission.

### ARTICLE 5 - TERMS OF PAYMENT

The payment will be made as follows:

- **30%** of the total amount of the contract, after submission of the **deliverables 1, 2, 3 and 4** and their approval and validation by SPA/RAC.
- 1. **70%** of the total amount of the contract, after submission of the **deliverables 4, 5 and 6** considering the review at the national level, validation and their approval by SPA/RAC and the SPA/BD National Focal Point. 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(s). **Payments shall be made to a bank account(s) held by the bidder(s) in his/their resident country(ies) and where his/they pay(s) the taxes.**

### ARTICLE 6 – EVALUATION PROCEDURE

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

#### i. 6.1. Technical evaluation

The technical offer(s) will be first examined, while the financial offer(s) remain sealed.

Applications will be evaluated based on the following criteria:

- (i) Profile (experience, references and diploma) of consultants in relation to the subject of the present mission;
- (ii) The methodology proposed for conducting the mission, and observations/analysis on the terms of reference;
- (iii) Detailed time planning schedule and work organization.

| Technical Evaluation Grid |            |                                                                                                                                                                 |                                 |
|---------------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Criteria                  |            |                                                                                                                                                                 | Scoring                         |
| Expert                    | Experience | ✓ Demonstrated expertise (at least seven (7) years) in developing, assessing, implementing national action plans/regional strategies/ monitoring and conserving | <b><u>60 points maximum</u></b> |

|                                  |                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                       |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
|                                  |                                                                                                                                    | programmes for marine Biodiversity, MPAs, threatened and endangered marine and coastal species in the Mediterranean, with a focus on marine mammals. <b>(09 points per reference<sup>1</sup> with a maximum of 45 points)</b><br>✓ Experience in public awareness campaigns, education, or training programs, Participation international and regional conferences, <b>(Max 05 points)</b><br>✓ Excellent communication skills in English and Arabic. <b>(05 points)</b><br>✓ Good interpersonal skills, with the ability to work effectively with a diverse range of stakeholders. <b>(05 points)</b> |                                                       |
|                                  |                                                                                                                                    | No similar studies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 0 point <i>(In this case the offer is eliminated)</i> |
|                                  | Diploma                                                                                                                            | Advanced University degree in marine biodiversity/ environment, such as environmental sciences, marine ecology, marine biology, etc.;                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b><u>10 points maximum</u></b>                       |
|                                  |                                                                                                                                    | University degree in the the above-mentioned disciplines                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 2.5 point                                             |
|                                  |                                                                                                                                    | No university degree                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0 point <i>(In this case the offer is eliminated)</i> |
| Methodology proposed             | Methodology clearly presented, well-developed and meets the study terms of reference and objectives                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b><u>30 points maximum</u></b>                       |
|                                  | Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 25 points                                             |
|                                  | Methodology not developed but meets the study terms of reference and objectives                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 15 points                                             |
|                                  | Methodology not clearly presented and does not meet the study terms of reference and objectives,<br>Or<br>No methodology presented |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0 point <i>(In this case the offer is eliminated)</i> |
| Total score (100 points maximum) |                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | .... points                                           |

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

## ii. 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:

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

## iii. 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.

<sup>1</sup> Peer-reviewed articles, reports, or books on marine mammals.

The weighted technical - financial scores thus calculated will be added to ascertain the offer with the best technical and financial score.

If two offers obtain the same weighted technical-financial scores, preference will be given to the applicant in the following order:

- having obtained the best technical score.
- having obtained the best score for methodology.
- having obtained the best total score for experience and qualifications of experts.

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

#### **ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK**

The bidder will work in collaboration with NFP of Egypt and SPA/RAC. The bidder will submit draft version of deliverables within the timeline specified in section 4. below. The bidder will submit the final version of deliverables as indicated in section 3. of the technical specifications.

#### **ARTICLE 8 - PENALTY**

In the absence of completion by the consultant of the services at his/her charge within the contractual deadlines envisaged in section 4. of the technical specifications (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE), it will be applied as of right and without notice, a penalty of one two hundredths (1/200) of the total amount of the contract (All Taxes Included - ATI) for each calendar day of delay.

The amount of the late penalties will be deducted from the accounts. The amount of the penalties is capped at 5% of the total amount of the contract in ATI. When this threshold is reached, SPA/RAC reserves the right to terminate the contract at the holder's fault, in accordance with Article 14 (CANCELLATION CONDITIONS) below, without that the holder cannot raise disputes or claim any compensation.

#### **ARTICLE 9 - INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP OF DOCUMENT**

All legal rights throughout the world in works or inventions created by the provider in connection with the consultancy 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 objection of the SPA/RAC.

#### **ARTICLE 10 - 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 experts assigned to the mission covered by this contract who contravenes the aforementioned obligation of professional secrecy would expose himself to legal proceedings.

#### **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 relative outputs expected. The bidder confirms that themselves or any involved staff will be covered by appropriate insurance.

## **ARTICLE 13 - FORCE MAJEURE**

Force majeure means any event outside the control of a party so that it is impossible for one party to carry out his obligations or the implementation of these obligations becomes so difficult that it is 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 of the deadline of the execution in application in section 4. of the technical specifications (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE);
- b. in the case described in the 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 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 15 - CONFLICT OF INTERESTS**

- i. **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.

**ii. Non-participation of the holder and his associates in certain activities**

The tenderer and his associates are prohibited, during the contract duration and at the end of the contract period, to provide good, works or services means for any project stemming from the Services or closely connected with the present contract services (except for the implementation of the present contract services and their continuation).

## **ARTICLE 16 - PROVISIONAL AND FINAL ACCEPTANCE**

The provisional acceptance is pronounced after complete completion of the services covered by this consultancy i.e., after the completion of the service described in section 3. (TASKS AND EXPECTED DELIVERABLES) and section 4. (TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE). 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 certificate will only be delivered once the service provider has fulfilled all his obligations resulting from section 3. (TASKS AND EXPECTED DELIVERABLES) of the "Technical Specifications" and after corrections of all deficiencies signalled by SPA/RAC.

## ANNEX N°1- SUBMISSION LETTER

I, the undersigned ..... (Director) of  
.....recorded in the commercial register on .....under the number  
..... Domiciled at ..... After having taken  
due note of the dossier documents of the call for tenders 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 my bid is .....US Dollars All Taxes Included (.....USD ATI) .

I take due note of the fact that you are not obliged to proceed with the tendering procedure and that I cannot claim a compensation.

I pledge that the conditions in my tender will remain valid for a period of \*\*\*\*\* days (XXX 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 and official stamp)

## ANNEX 2- DETAILS OF GLOBAL PRICE

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

| Designation                    | Unit price               | Task 1   |           | Task 2   |           | Task 3   |           | Total Task (1+2+3) |           |
|--------------------------------|--------------------------|----------|-----------|----------|-----------|----------|-----------|--------------------|-----------|
|                                |                          | Duration | Sub-total | Duration | Sub-total | Duration | Sub-total | Duration           | Sub-total |
| Fees                           |                          |          |           |          |           |          |           |                    |           |
| Expert                         |                          |          |           |          |           |          |           |                    |           |
| Sub-total/task (including VAT) |                          |          |           |          |           |          |           |                    |           |
|                                | TOTAL Excluding VAT      |          |           |          |           |          |           |                    |           |
|                                | VAT Amount               |          |           |          |           |          |           |                    |           |
|                                | TOTAL All Taxes Included |          |           |          |           |          |           |                    |           |

Amount of the offer excluding Tax is fixed at the sum of .....USD

Amount of the VAT is fixed at the sum of .....USD

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

**(Signature and official stamp of the bidder)**