



Mediterranean
Action Plan
Barcelona
Convention



CALL FOR CONSULTANCY

N°35/2025_SPA/RAC_FishEBM-Med_SEMPA

FishEBM-Med Project : Output 3.2 / Activity 3.2.6

SEMPA Project : Output 1.2/ Activity 1.2

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

**“PREPARATION OF A REGIONAL DOCUMENT ON THE STATE OF THE ART
OF NATIONAL/LOCAL CLIMATE CHANGE ADAPTATION STRATEGIES IN
COASTAL AREAS OF THE MEDITERRANEAN AREA”**

August 2025

This call for consultancy document is available only in English.
Offers could be made either in English or French.

TECHNICAL SPECIFICATIONS

I. CONTEXT AND JUSTIFICATION

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.

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 aims 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 is 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) 2030 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).

The SEMPA project

The Project "Bolstering Mediterranean biodiversity and MCPAs for nature" (SEMPA project), is funded by European Union (EU) – the Directorate-General for Neighbourhood and Enlargement Negotiations (DG NEAR) through the Neighbourhood Development and International Cooperation Instruments (NDICI): Regional South Neighbourhood for 2021-2023 financial instrument. The project is coordinated and implemented by UNEP/MAP Secretariat and through its Regional Activity Centre for Specially Protected Areas (SPA/RAC).

The beneficiary countries for the specific national activities under the MPA component are Algeria, Egypt, Lebanon, Libya, Morocco and Tunisia.

The overall objective of the SEMPA project is to protect the biodiversity of the Mediterranean Sea and support the achievement of its Good Environmental Status. The specific objectives of the two projects components are: a) Support the implementation of the Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in the Mediterranean Region and b) Continue support on IMAP implementation with a particular focus on biodiversity & NIS, Hydrography & coast and interlinkages with climate change, expanding the scope of the support to SEIS implementation and its related indicators to biodiversity and climate change.

II. OBJECTIVE AND SCOPE

The Mediterranean Sea is among the most vulnerable semi-enclosed seas to climate change. Multiple oceanic changes occur besides warming that can generate numerous ecological, social, and economic risks, challenging fisheries management at various spatial scales—from local to international. Urgent climate change adaptation in coastal regions is essential to protect the commercial fisheries sector from growing environmental threats. Rising sea levels, ocean acidification, warming waters, and more frequent storm surges are already disrupting marine ecosystems—shifting fish migration patterns and damaging vital habitats such as seagrass beds and nurseries.

The objective of this assignment is to prepare a regional document and organise a regional training workshop on the state of the art of national/local climate change adaptation strategies in coastal areas, bringing together previous and ongoing work to address particular issues affecting the commercial fisheries sector in the Mediterranean area with the "Methodological guidelines for elaborating a financing plan for climate change adaptation in the coastal area". This should be based on the guidelines developed by the MedProgramme Child project SCCF and the Climagine method to build adaptation planning capacities.

III. TASKS TO BE UNDERTAKEN

The consultant will undertake the following tasks:

1. Conduct a comprehensive desk review of national and local climate change adaptation strategies, with a focus on coastal areas and the commercial fisheries sector.
2. Analyse relevant case studies and synthesize key findings, identify gaps, challenges, and best practices within current initiatives, and explore opportunities to enhance adaptation efforts in line with regional priorities.

3. Develop methodological guidelines for creating climate change adaptation strategies in coastal areas, with a particular attention, to the extent possible, to Marine and Coastal Protected Areas and focusing on the specific challenges faced by the commercial fisheries sector. These guidelines will leverage the outcomes of the MedProgramme SCCF project and incorporate the use of Climagine.
4. Assist in organising and facilitating a joint regional training workshop to introduce and support the utilization of the regional document, bringing together relevant experts from the fisheries and environment sectors including experts on Marine and Coastal Protected Areas. The joint workshop will be organised back-to-back with a workshop with relevant public institution actors on Nature-based Solutions in the Mediterranean that will be organized in the fourth quarter of 2025 (End of November or beginning of December 2025). This workshop will serve as a platform to present preliminary findings, gather feedback, and foster knowledge exchange among key stakeholders, including policymakers, researchers, environmental organizations, and Marine and Coastal Protected Areas practitioners. The insights from this workshop will be integrated into the final assessment report of nature-based technical solutions to prevent or reduce the impacts of climate change on coastal and marine ecosystems and to enhance their resilience to refine recommendations and ensure their practical applicability.

IV. TIME DURATION OF THE CONTRACT, EXPECTED DELIVERABLES & TIMELINE

The time duration of this contract is four (04) months starting from the date of its signature. The contract implementation will need about 31 (thirty-one) working days (WD) starting from the date of the contract signature, until the completion of all tasks and no later than December 31, 2025, with the following tentative schedule:

Deliverables		Necessary Working days	Deadlines
Deliverable 1: Document (Word format) in English	Inception report Detailed work plan, methodology and timeline developed	(1) One WD	One week after the contract signature
Deliverable 2: Document (Word format) in English	The draft document (Word format) in English: State of the Art Report – Consolidating findings, analyses incorporating best practices, case studies, and methodological guidelines, and recommendations on national/local climate change adaptation strategies	(20) Twenty WD	4 weeks from the submission of the deliverable 1
Deliverable 3: Document (Word /Slides format) in English	Climate change adaptation workshop - Presentation of key findings - Facilitation/moderation support	(6) Six WD	4 weeks after the submission of the deliverable 2
Deliverable 4: Document (Word format) in English	Workshop outcomes Report – Summary of discussions and outcomes from the climate change adaptation workshop.	(2) two WD	7 days after the workshop
Deliverable 5: Document (Word format) in English	Final Regional Document – Incorporating feedback from stakeholders and experts and workshop outcomes	(2) two WD	7 days after the workshop

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

V. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultants should meet the following criteria:

- An advanced degree in environmental sciences, climate change policy, fisheries management, Marine and Coastal Protected Areas or a related field.
- At least five years of experience in climate change adaptation, coastal zone management, Marine and Coastal Protected Areas or sustainable fisheries.
- Proven experience in policy analysis, report writing, and stakeholder engagement.
- Familiarity with climate financing mechanisms and participatory planning methodologies (e.g., Climagine).
- Strong analytical and communication skills, with the ability to synthesize complex information.
- Experience in organizing and facilitating workshops and meetings.
- Excellent command of English (oral and written) is required; knowledge of French is an asset.

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

The consultant(s) must prove that they have all the legal and professional guarantees required for the performance of this assignment under good conditions. The service provider must have proven competence in marine biodiversity monitoring and assessment studies with a focus on climate change.

Offers should be made by individual consultants who should associate with each other to form a consultants 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 consultants association. A team of 2 or 3 experts should 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 of 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

It must contain:

1. A cover letter outlining the consultant's team suitability for the job.
2. Personal CVs of the experts indicating educational background (including a copy of higher education degrees) as well as all experiences in the field of marine science studies and/or environmental conservation with a focus on climate change, climate change policy, fisheries management, Marine and Coastal Protected Areas, or a related field as well as the references regarding similar studies and reference ;
3. A detailed methodological note on how the consultants team intends to approach and implement the assignment.
4. Planning and detailed time schedule and chronogram of intervention (chronogram of intervention of the team experts).
5. References or links to previous work (if available).

Applicants are encouraged to send links to references of previous works completed on subjects relevant to the consultancy or share relevant documents by e-mail if those are not accessible online.

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

2.2. Administrative documents

The administrative offer should include the following administrative documents:

1. Document certifying the ability to practice this profession (registration certificate, for example) according to the legislation of their country with the tax number included. For academic professionals (researchers or university teaching staff): A sworn statement confirming compliance with applicable tax and fee regulations in their country will be accepted.
2. A sworn statement confirming that the bidder is not in any situation that could be incompatible with the mission or compromise independence in its execution.
3. Terms of reference signed (date and signature of the provider at the end of the document).

If the original administrative documents are not in English or French, it should be provided with additional copies translated into English or French by a sworn translator. Should any of the administrative documents be missing, the tenderer will be contacted to complete the missing offer documents within a period of five (5) calendar days. If after a period of five (5) calendar days, the documents are still not complete the offer will be eliminated.

2.3. Financial offer

The financial offer must be expressed in U.S Dollars, in both tax-free and all tax-included prices (taxes are eligible only for those having the tax residence in Tunisia). It should include all the costs connected to the provision of the service.

The financial offer should also include the following documents:

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

ARTICLE 3 – SUBMISSION

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 N°35_2025/FishEBM Med -SEMPA - SPA/RAC - STATE OF THE ART OF NATIONAL/LOCAL CLIMATE CHANGE ADAPTATION STRATEGIES IN COASTAL AREAS OF THE MEDITERRANEAN SEA– ‘Applicant name’”.

The deadline for receiving proposals is set for **September 10, 2025**, 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 40 % will be paid upon submission of deliverables 1,2, and after their review and approval by SPA/RAC.
2. The 2nd and last instalment of 50% will be paid after the completion of the work and submission of all its final version deliverables. This payment is also conditioned by a certificate from SPA/RAC that the service provider has accomplished all its contractual obligations and duties to SPA/RAC's satisfaction.
3. 10% (balance) will be paid after the completion of the work and submission of all its final version of deliverables and delivery by SPA/RAC of the final acceptance certificate. This payment is also conditioned by a certificate from SPA/RAC that the service provider has accomplished all its contractual obligations and duties at SPA/RAC satisfaction.

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

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. Consultants' capacity and expertise.
2. Methodology, organization, and work implementation planning and schedule.
3. The planning and detailed time schedule (including a chronogram of intervention).

Criteria			Scoring	
			Consultants Association of 2 experts (Senior expert supported by 1 additional expert)	Consultants Association of 3 experts (Senior expert supported by 2 additional experts)
Project leader* (Senior expert): (Experience in the Mediterranean is an asset, assessment will be based on the number of similar studies the proposed specialists have contributed to and the nature of their qualifications).	Experience	Relevant scientific background and experience in climate change adaptation, coastal zone management, Marine and Coastal Protected Areas or sustainable fisheries.	<u>35 points Maximum</u> (6 points / study + 2 additional points/study in the Mediterranean)	<u>25 points Maximum</u> (5 points / study + 2 additional points/study in the Mediterranean)
		No similar study	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)
	Diploma	An advanced degree in environmental sciences, climate change policy, fisheries management, Marine and Coastal Protected Areas or a related field.	<u>5 points maximum</u>	<u>5 points maximum</u>
		University degree in the above-mentioned fields	3 points	3 points
		No university degree in the above-mentioned fields	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)

Associate Expert 1* :	Experience	Relevant scientific background, experience and knowledge in in climate change adaptation, coastal zone management, Marine and Coastal Protected Areas or sustainable fisheries.	<u>20 points Maximum</u> (6 points / as expert in similar study + 1 additional points/study in the Mediterranean)	<u>15 points Maximum</u> (5 points / as expert in similar study + 1 additional points/study in the Mediterranean)
		No similar study	0 point	0 point
	Diploma	An advanced degree in environmental sciences, climate change policy, fisheries management, Marine and Coastal Protected Areas or a related field.	<u>5 points maximum</u>	<u>5 points maximum</u>
		University degree in the above-mentioned fields	3 points	3 points
		No university degree in the above-mentioned fields	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)
Associate Expert 2* :	Experience	Relevant scientific background, experience and knowledge in in climate change adaptation, coastal zone management, Marine and Coastal Protected Areas or sustainable fisheries.	N/A	<u>10 points Maximum</u> (5 points / as expert in similar study + 1 additional points/study in the Mediterranean)
		No similar study	N/A	0 point
	Diploma	An advanced degree in environmental sciences, climate change policy, fisheries management, Marine and Coastal Protected Areas or a related field.	N/A	<u>5 points maximum</u>

		University degree in the above-mentioned fields	N/A	3 points
		No university degree in the above-mentioned fields	N/A	0 point (in this case the offer is eliminated)
Proposed methodology for carrying out the assignment	Well-developed methodology that responds precisely to the terms of reference	<u>25 points maximum</u>	<u>25 points maximum</u>	
	Methodology fairly well-developed and in line with the terms of reference	15 points	15 points	
	Methodology fairly developed and more or less in line with the terms of reference	8 points	8 points	
	Methodology not in line with the terms of reference or no methodology presented	0 points (in this case, the offer is eliminated)	0 points (in this case, the offer is eliminated)	
Detailed planning and timetable (including an intervention chronogram)	A coherent, well-structured schedule and timetable that accurately reflects the terms of reference	<u>10 points maximum</u>	<u>10 points maximum</u>	
	Planning and timetable moderately coherent and structured but in line with the terms of reference	5 points	5 points	
	Planning and Timetable not complying with the terms of reference or not submitted	0 point (in this case, the offer is eliminated)	0 point (in this case, the offer is eliminated)	

* : In case the bidder proposes more than two experts per position, each CV will be evaluated separately, and the lowest score given will be the one attributed to that position.

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

In the event of no offer obtains 80 points or more, the call for consultancy process will be declared unsuccessful.

6.2. Financial evaluation

Once the technical evaluation has been completed, the financial offers of applicants that have not been eliminated during the technical evaluation will be examined.

The evaluation committee will check that the financial offers do not contain any obvious arithmetical errors. Any possible obvious arithmetical errors will be corrected, and the corrected figures will be taken into consideration.

The evaluation committee will then proceed to a financial comparison. The lowest financial offer that is judged acceptable will receive 100 points. The other offers will be attributed a score based on the following equation:

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

6.3. Conclusions of the evaluation committee

The choice of the best offer is achieved by weighting the technical and financial scores using a distribution key of 80/20 basis. To this end:

- The technical score will be multiplied by a coefficient of 0.80.
- The financial score will be multiplied by a coefficient of 0.20.

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

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

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

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

ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The consultant will work under the supervision of SPA/RAC. The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 4 (Time duration of the contract, deliverables & timeline) of the technical specifications.

Article 8 – DEADLINE FOR THE EXECUTION OF THE MISSION

The time duration of this contract is four (04) months starting from the date of its signature. The contract implementation will need about 31 (thirty one) working days (WD) starting from the date of the contract signature, until the completion of all tasks and no later than December 31, 2025, with the following tentative schedule:

Deliverables		Necessary Working days	Deadlines
Deliverable 1: Document (Word format) in English	Inception report Detailed work plan, methodology and timeline developed	(1) One WD	One week after the contract signature
Deliverable 2: Document (Word format) in English	The draft document (Word format) in English: State of the Art Report –Consolidating findings, analyses incorporating best practices, case studies, and methodological guidelines, and recommendations on national/local climate change adaptation strategies	(20) Twenty WD	4 weeks from the submission of the deliverable 1
Deliverable 3: Document (Word /Slides format) in English	Climate change adaptation workshop - Presentation of key findings - Facilitation/moderation support	(6) Six WD	4 weeks after the submission of the deliverable 2
Deliverable 4: Document (Word format) in English	Workshop outcomes Report – Summary of discussions and outcomes from the climate change adaptation workshop.	(2) two WD	7 days after the workshop
Deliverable 5: Document (Word format) in English	Final Regional Document – Incorporating feedback from stakeholders and experts and workshop outcomes	(2) two WD	7 days after the workshop

ARTICLE 9 - 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 three-hundredth (1/300) 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 10 - INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP OF DOCUMENT

All legal rights throughout the world in works or inventions created by the provider in connection with the consultancy shall be allowed to SPA/RAC. The provider recognizes that such rights include, but are not limited to, copyright and other rights in written material, sound and video recordings (including films), maps, photographs, etc. as well as patents and other rights in inventions, and that the said rights enable SPA/RAC to control and authorize, where appropriate all publications, publicity material and other exploitation of the said works and inventions.

All the plans, drawings, software, photos, videos, data, presentations, study reports and any other documents, elaborated and submitted by the provider to SPA/RAC for the execution of the contract, will become and remain the property of SPA/RAC, and the consultant will submit them to SPA/RAC.

The provider does not have the right to use or copy the products resulting from this consultancy, whatever their form or their media, without the explicit written non objection of the SPA/RAC."

ARTICLE 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, or 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 they 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 considered to be impossible to carry them out under such circumstances.

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

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

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

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

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

ARTICLE 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 9 (Penalty) when the amount is capped at 10% of the total amount of the contract;
- c) non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 2 of the technical specifications: Tasks to be undertaken),
- d) If the tenderer goes bankrupt or into receivership.
- e) If, after a case of force majeure, the holder is unable to execute a substantial part of the Services for a period equal to at least sixty (60) days;
- f) If the tenderer was involved in corruption or fraudulent manipulations 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 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.

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

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

ARTICLE 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 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 3 (Tasks to be undertaken) and section 4 (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 (Lead expert), after having taken due note of the dossier documents of the call for consultancy N° launched by ,pertaining to a mission of

.....

I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is(.....) US.Dollars (All Taxes Included).

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
Expert 1 (Senior Expert)									
Fees									
Expert 2 (Associate Expert 1)									
Fees									
Expert 3 (Associate Expert 2, if the team is composed by 3 experts)									
Fees									
Other costs									
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 of the bidder)