



**Mediterranean
Action Plan**
Barcelona
Convention



CALL FOR CONSULTANCY N°32/2025_SPA/RAC_FishEBM Med

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

Regional Support to Endorse pilot NAP+ with investment plan(s) and tested in at least one FishEBM project country and support the implementation of new partnerships through the NAP+, enabling the participation of the private sector in blue economy

November 2025

This call for consultancy document is available only in English

TECHNICAL SPECIFICATIONS

I- Context

I.1. The Specially Protected Areas Regional Activity

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, in particular, the creation and effective management of marine and coastal areas of particular natural and cultural value and the conservation of threatened and endangered species of flora and fauna in the Mediterranean.

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

I.2. The FishEBM Med project

The Fisheries and Ecosystem Based Management for the Blue Economy of the Mediterranean ([FishEBM MED](#)) project addresses the complex dynamics of fisheries management in the Mediterranean, a region historically intertwined with fishing activities across various scales. Industrial, semi-industrial, and small-scale fisheries (SSF) coexist, utilizing diverse fishing gear to exploit the region's rich marine biodiversity. Unlike other fishing areas with focused operations on select stocks, the Mediterranean's fisheries exploit a wide array of benthic and pelagic species, as well as mollusks and crustaceans, shared among littoral states. This necessitates strong cooperation for sustainable management. Despite its significance, the fishery sector has often been overshadowed by emerging sectors like tourism and energy. Nonetheless, it remains vital for livelihoods, nutrition, and coastal community resilience.

Recognizing the increasing pressures on Mediterranean stocks, the project emphasizes an ecosystem approach to fisheries management. It aims to contribute to reversing 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.

FishEBM MED is 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 project receives funding from the GEF Trust Fund and operates in Albania, Algeria, Bosnia and Herzegovina, Lebanon, Libya, Montenegro, Morocco, Tunisia, and Türkiye. Through these concerted efforts, FishEBM MED aims to foster a sustainable future for Mediterranean fisheries while promoting the broader blue economy agenda.

Under Component 4 of the FishEBM Med project, "Innovative Blue Economy Solutions Accounting for the Fishery Sector," particularly Outputs 4.3 and 4.4, as well as Output 5., FishEBM MED is supporting beneficiary and interested countries in:

- Identifying potential and constraints to blue economy growth and engage stakeholders;
- Developing pilot National Action Plans+ (NAP+) aligned with the Post-2020 SAPBIO.
- the establishment and structuring of national FishEBM Med stakeholder platforms

II- OBJECTIVE AND SCOPE

The main objective of this assignment is to provide technical and guidance to national experts. Specifically, the expert will:

- **Provide methodological guidance** to national experts across nine participating countries (Albania, Algeria, Bosnia and Herzegovina, Lebanon, Libya, Montenegro, Morocco, Tunisia, and Türkiye) to support the development of harmonised studies on blue economy opportunities and constraints, identifying investment needs and policy gaps.

- **Guide national experts in Montenegro, Tunisia, and Morocco in the drafting of pilot NAP+ documents and its investment plan.** NAP+ are not only aligned with the Post-2020 SAPBIO but are also pioneering the integration of a blue economy approach, using a specific "blue economy lens" to position the fishery sector within relevant national economic and environmental frameworks.
- **Develop Guidelines** to support other Mediterranean countries in preparing NAP+ and its investment plan aligned with the Post-2020 SAPBIO.
- **Support the establishment and structuring of national FishEBM Med stakeholder platforms** and promote partnerships that enhance the contribution of fisheries to a sustainable blue economy in at least six beneficiary countries.

III- TASKS TO BE UNDERTAKEN

To achieve the objectives of this assignment, the consultants. The consultant will provide methodological, technical, and review support to national experts and coordinators. Direct interactions with national stakeholders will be led by the national teams in each country.

1. Guide and support national experts in drafting national studies on blue economy (in Albania, Algeria, Bosnia and Herzegovina, Lebanon, Libya, Montenegro, Morocco, Tunisia, and Türkiye)

These studies constitute the analytical foundation for identifying blue economy opportunities, constraints, and investment needs in each country. They will serve as baseline inputs for future strategic planning, including the preparation of NAP+ documents in selected pilot countries.

- Develop and share methodological guidance, standard templates, for national studies on blue economy opportunities and constraints to structure the analysis of blue economy sectors, and identify investment needs and policy gaps.
- Provided technical backstopping and conducted reviews of draft national studies to ensure alignment with Post-2020 SAPBIO targets, and the GFCM 2030 Strategy but also ensuring coherence regional consistency and comparability.

2. Guide and support national experts in the drafting of pilot NAP+ documents (Montenegro, Morocco, and Tunisia)

Building on the findings of the national blue economy studies, the NAP+ and its Investment Plan translate identified priorities into actionable strategies, policy measures, and investment opportunities.

- Provide methodological guidance, standard templates, and technical advice to national experts throughout the drafting process of the NAP+ and its Investment Plan, including analysis of fisheries and blue economy sectors, identification of strategic priorities, investment needs, and pilot actions.
- Ensure that the NAP+ and Investment Plans are aligned with the Post-2020 SAPBIO, GFCM 2030 Strategy, national priorities, and relevant regional frameworks.
- Review and provide consolidated technical feedback on NAP+ drafts to ensure methodological consistency and harmonized structure among the three pilot countries.
- Coordinate closely with national experts and the FishEBM Med coordination team to facilitate validation and endorsement at the national level, at least in Montenegro (led by national coordinators).
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3. Support to NAP+ Pilot Actions

- Identify and prioritize pilot actions that align with the endorsed NAP+.
- Deliver technical expertise for designing and launching local-level pilot actions to ensure ecosystem-based and nature-positive outcomes.
- Provide remote advisory support during the initial phases of pilot implementation.

4. Contribute to the development of a Regional Guideline for NAP+ preparation

- Consolidate lessons learned and good practices from the three pilot countries, particularly regarding the elaboration of NAP+ with in particular the integration of fisheries and blue economy priorities and the development of Investment Plans.
- to support other Mediterranean countries in developing their own NAP+, draft a practical guideline and methodological toolkit includes methodological steps, data needs, stakeholder engagement processes.

5. Support the establishment and structuring of national FishEBM Med stakeholder platforms (in at least six countries)

- Provide technical input and guidance to national coordinators in structuring the platforms, defining objectives, governance, and work modalities.
- Support national teams in identifying potential partners and fostering collaboration among public authorities, private actors, civil society, and scientific institutions.
- Contribute to ensuring methodological consistency and knowledge exchange among the national platforms established under the FishEBM Med project.
- Promote cross-sector dialogue and integration of ecosystem-based management principles into blue economy planning processes.

The consultant should take into consideration, but not limited to, the following documents:

- [Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in The Mediterranean Region](#)
- [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 State of Mediterranean and Black Sea Fisheries 2023.](#)
- [Code of Conduct for Responsible Fisheries](#)
- [The UE Blue Economy Report 2025](#)
- [The Regional Plan of Action for Small-Scale Fisheries in the Mediterranean and the Black Sea](#)
- [UNEP/MAP-Plan Bleu \(2021\). Blue economy in the Mediterranean: Case studies, lessons and perspectives](#)
- [UNEP/MAP-PAP/RAC i MORT \(2020\). Plava ekonomija u Crnoj Gori. Autorica: Marina Marković. Ur: PAP/RAC - GEF Adriatik projekat. 67 pp.](#)
- [UNEP/MAP-SPA/RAC \(2021\). Marine and coastal biodiversity conservation for 2030 and beyond](#)
- [UNEP/MAP-SPA/RAC \(2021\). Morocco marine and coastal biodiversity conservation for 2030 and beyond](#)
- [UNEP/MAP-SPA/RAC \(2013\). Fishery activities assessment in Montenegro: case study of five selected parts of Montenegrin coast.](#)
- [Montenegro's Fisheries Development Strategy](#)
- [UNEP/MAP-SPA/RAC \(2021\). Tunisia marine and coastal biodiversity conservation for 2030 and beyond](#)
- [World Bank \(2022\). L'économie bleue en Tunisie : Opportunité pour un développement intégré et durable de la mer et des zones côtières](#)
- [INSTM \(2024\). State of the Art and Future Development of the Blue Economy in Tunisia](#)

IV- TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The duration of this contract is twelve (12) months, starting from the date of its signature until the completion of all tasks and no later than 30 November 2026. To implement these tasks, the consultants will be working for a total of Fifty one (51) effective working days, according to the workplan and in coordination with the project team, national coordinator, focal points, and national experts. The deliverables and their respective deadlines are listed in the table below:

Deliverables		Estimated necessary Working days	Deadlines
Deliverable 1: Document (Word format) in English	Inception report including detailed methodology, proposed work plan, outline of the regional guideline and structure of the national studies and pilot NAP+	1 WD	Within 5 days of contract signature
Deliverable 2: Document (Word format) in English	Methodological guidance and standard templates for national studies	5 WD	November 2025
Deliverable 3: Document (Word format) in English	Technical review and feedback on the 9 draft national studies ensuring alignment with SAPBIO and regional priorities	9 WD	January 2026
Deliverable 4: Document (Word format) in English	Methodological guidance and template of the pilot NAP+ for Montenegro, Morocco and Tunisia, including investment priorities and proposed pilot actions	5 WD	February 2026
Deliverable 5:	Technical review and feedback on final pilot NAP+ for	3 WD	March

Document (Word format) in English	Montenegro, Morocco and Tunisia		/April 2026
Deliverable 6	Criteria to Support the identification and implementation of pilot action(s) of endorsed NAP+ and Investment Plans	5 WD	May 2026
Deliverable 7: Document (Word format) in English	Draft of the Regional Guideline for NAP+ preparation	10 WD	July 2026
Deliverable 8: Document (Word format) in English	Final Regional Guideline for NAP+ preparation	3 WD	September 2026
Deliverable 9: Document (Word /slides format) in English	Contribution to the national consultation workshops and support to stakeholder platforms (at least 6 countries)	10 WD	Throughout, by end of contract

The final deliverables should be clear, accessible and written in English.

This is mainly a desk-based assignment. Any travel or participation to relevant meeting in relation with the present assignment will be paid by SPA/RAC.

The expert and the pool of National project teams in the beneficiary countries will regularly inform and consult each other about the process of the elaboration of the deliverables and organise regular coordination meetings, avoiding consequently the adoption of unilateral initiatives.

V- SUPERVISION AND COLLABORATION

The consultant will work under the overall supervision of the SPA/RAC and collaborate closely with the regional Fisheries and Marine Ecosystem Expert, national coordinators, national experts and national focal points and the SPA/RAC FishEBM project team.

VI- SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

At least two (02) consultants are needed to this assignment. A gender-balanced team is also highly recommended. The following profiles are required:

Expert 1:

Education and qualifications

- Advanced university degree (Master's or higher) in fisheries economics, marine affairs, blue economy, sustainable development, or related fields.

Professional experience

- At least 10 years of relevant professional experience in the Mediterranean region, focusing on fisheries sector policy, blue economy strategies, or investment planning.
- Proven track record in developing national or regional strategic plans, investment plans, or similar policy documents in the fisheries and/or blue economy sectors.
- Demonstrated experience in providing methodological guidance, mentoring and capacity building for national experts or institutions.
- Experience in facilitating stakeholder engagement processes and building multi-sector partnerships, especially involving the private sector.

Technical skills and competencies

- Deep understanding of the Mediterranean context, including socio-economic characteristics, fisheries governance, and sustainable blue economy opportunities and challenges.
- Excellent analytical and synthesis skills to identify investment opportunities and constraints within the fisheries sector and broader blue economy.
- Familiarity with international frameworks and strategies, including the Post-2020 SAPBIO, GFCM 2030 Strategy, and the 2030 Agenda for Sustainable Development.
- Strong communication skills, both written and oral, and experience in presenting complex analyses to diverse audiences.

Expert 2 :

Education and qualifications

- Advanced university degree (Master's or higher) in marine biology, marine ecology, environmental sciences, or related fields.

Professional experience

- At least 10 years of professional experience in the Mediterranean region in marine biodiversity conservation, ecosystem-based management (EBM) or marine spatial planning (MSP).
- Proven experience in integrating biodiversity and ecosystem considerations into national or regional policies, plans, or strategies.
- Demonstrated experience providing technical guidance and mentoring to national experts or institutions, particularly on biodiversity and ecosystem services.
- Experience participating in or leading stakeholder consultation processes related to conservation, fisheries management, or blue economy planning.

Technical skills and competencies

- Strong knowledge of Mediterranean marine ecosystems, species, habitats, and related pressures (e.g., fishing, climate change, invasive species, pollution).
- Excellent capacity to translate scientific data and ecological analyses into practical policy and management recommendations.
- Familiarity with regional and international frameworks, such as the Post-2020 SAPBIO, GFCM 2030 Strategy, and IMAP ecological objectives.
- Ability to analyse and synthesize information from national studies to produce regional guidance tools.

Languages for both profiles :

- Fluency in English (written and spoken).
- Working knowledge of French is an asset.

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Are eligible for the present call of consultancy, only individual consultants. This consultation is open to consultants with proven experience. Individual consultants may associate with each other to form a consultant association to complement their respective areas of expertise. **The Consultants team should be composed of two consultants, with a clearly identified leader who will be clearly mentioned in the offer to be submitted.**

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 suitability for the job.
2. Personal CVs 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 fisheries sector policy, blue economy strategies, or investment planning as well as the references regarding similar studies and references.
3. A detailed methodological note on how the consultant intends to approach and implement the assignment.
4. Planning and detailed time schedule and chronogram of intervention.

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 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. 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; and
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 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) days. If after a period of five (5) days, the documents are still not complete the offer will be eliminated.

2.3. Financial offer

The financial offer must be expressed in U.S Dollars, in both tax-free and all tax-included prices. 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°32/2025_SPA/RAC_FishEBM Med- Regional Experts NAP+ – ‘Applicant name’”.

The deadline for receiving proposals is set for November 25, 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; cc: tarek.lachheb@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 their review and approval by SPA/RAC.
2. The 2nd instalment of 20% will be paid after the reception of deliverables 4, 5 and 6, their review and approval by SPA/RAC.
3. The 3rd and last instalment of 50% will be paid after the reception of deliverables 7, 8, 9 and 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 at SPA/RAC satisfaction.

All payments will be made by bank transfer after the receipt of an invoice from the contractor. Payments shall be made to a bank account held by the contractor.

ARTICLE 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. Experts / Individual consultant(s) capacity and expertise: **60 points.**
2. Methodology, organization, and work implementation planning and schedule: **40 points.**

Criteria			Scoring
Expert 1	Experience	Relevant experience in fisheries economics, marine affairs, blue economy, sustainable development, or related fields in the Mediterranean region, focusing on fisheries sector policy, blue economy strategies, or investment planning.	<u>25 points Maximum</u> (4 points / study + 2 additional points/study in the Mediterranean)
		No similar study	0 points (in this case the offer is eliminated)
	Diploma	Advanced university degree (Master's or equivalent) in fisheries economics, marine resource economics, sustainable development, marine affairs, or related fields.	<u>5 points maximum</u>
		University degree in the above-mentioned fields	1 points
		No university degree in the above-mentioned fields	0 point (in this case the offer is eliminated)
Expert 2	Experience	Relevant experience in marine biology, marine ecology, environmental sciences, or related fields in the Mediterranean in marine biodiversity conservation, ecosystem-based management (EBM) or marine spatial planning (MSP).	<u>25 points Maximum</u> (4 points / study + 2 additional points/study in the Mediterranean)
		No similar study	0 points (in this case the offer is eliminated)
	Diploma	Advanced university degree (Master's or equivalent) in fisheries economics, marine resource economics, sustainable development, marine affairs, or related fields.	<u>5 points maximum</u>
		University degree in the above-mentioned fields	1 points
		No university degree in the above-mentioned fields	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>30 points maximum</u>
		Methodology fairly well-developed and in line with the terms of reference	20 points
		Methodology fairly developed and more or less in line with the terms of reference	15 points

	Methodology not in line with the terms of reference or no methodology presented	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	10 points maximum
	Planning and timetable moderately coherent and structured but in line with the terms of reference	5 points
	Planning and Timetable not complying with the terms of reference or not submitted	0 point (in this case, the offer is eliminated)

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 - 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 hundredths (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 12 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

ARTICLE 8 - 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 9 - 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 10 - 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 11 - 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 12 - 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 7 (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 3 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 13 – CONFLICT OF INTERESTS

13.1. 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.

13.2. 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 14 - 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 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 signaled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

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

..... I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without 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(.....) 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 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									
Expert 1									
Expert 2									
Other costs									
Other costs necessary for the proper execution of the present consultancy									
Sub-total / task (excluding VAT)									
	TOTAL Excluding VAT								
	VAT Amount								
	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)