



**Mediterranean
Action Plan**
Barcelona
Convention



Call for Consultation N°16/2025_SPA/RAC_EcAp Med Plus

TERMS OF REFERENCE

Design a Science Policy Interface (SPI) roadmap to promote SPI approach as key to structure, strengthen and sustain IMAP implementation at national levels

October 2025

TECHNICAL SPECIFICATIONS

I. PRESENTATION AND CONTEXT

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

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

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

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

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

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

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

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

II. PURPOSE OF THE CONSULTATION

As part of the process to strengthen the Science-Policy Interface (SPI) in the Mediterranean, coordinated regional efforts have been undertaken under the auspices of UNEP/MAP and led by Plan Bleu, with contributions from MAP components—including SPA/RAC and PAP/RAC.

Since the launch of the EcAp process—and in particular, with the implementation of the EcAp MED II project—targeted efforts have been made to support SPI as a means to enhance IMAP implementation, including the development of policy-oriented reports at both national and regional levels, which were submitted to the EcAp Coordination Group.

These activities contributed to the preparation of the Mediterranean Quality Status Reports (QSR) of 2017 regional assessment products grounded in the MAP Ecological Objectives, IMAP indicators, and existing monitoring data. The work continued through a pilot study under the EcAp MED III project. Now that the 2023 MED QSR has been published, its recommendations—together with the strategic directions of the UNEP/MAP Mid-Term Strategy 2022–2028—provide a solid foundation for advancing SPI implementation at regional and national levels.

The SPI activity is also connected with the United Nations Decade of Ocean Science for Sustainable Development (2021-2030) which is the first ever regional programme to support efforts to reverse the cycle of decline in ocean health and gather ocean stakeholders worldwide behind a common framework that will ensure ocean science and technology can fully support countries in creating improved conditions for sustainable development of the Ocean.

Based on the numerous achievements of activities related to strengthen the science policy interface (SPI) to support national IMAP development and implementation since 2015, the EcAp MED PLUS project offers the opportunity to reinforce and streamline regional governance, synergies and SPI on Ecosystem Approach (project Outcome 4).

The main purpose of this consultation is to: (1) develop an operational roadmap and define a clear way forward for the implementation of the Science-Policy Interface (SPI) within the framework of UNEP/MAP, building on the previously mentioned experiences—including those from EcAp MED II and III—as well as the available bibliography and knowledge base; and (2) support the implementation of this SPI roadmap through three pilot activities in selected beneficiary countries of the EcAp MED PLUS project.

III. TASKS REQUESTED AND SCOPE OF THE MISSION

The consultant will support the development and implementation of a regional Science-Policy Interface (SPI) roadmap under the guidance of SPA/RAC, and in close coordination with UNEP/MAP and Plan Bleu.

Tasks include:

- drafting and finalizing the SPI roadmap for the Mediterranean level based on existing key documents,
- Elaboration of a national pilot activity in a selected Contracting Party (the CP will be selected based on the consultant's area of expertise and knowledge of the local context)
- Supporting national consultants in preparing the implementation guidelines for two pilot activities in two beneficiary countries.
- reporting on outcomes,
- producing a presentation for knowledge-sharing events.

DELIVERABLES:

For the completion of the above-mentioned tasks, the expected deliverables are:

Deliverable 1 : First draft of the SPI Roadmap

A preliminary version of the Science-Policy Interface (SPI) Roadmap developed to support the promotion and implementation of the SPI approach at both regional and national levels including an inventory and synthesis of work already undertaken on the Science-Policy Interface (SPI) in the Mediterranean. This deliverable will build on the documentation shared by SPA/RAC and other MAP components, as well as other available resources. It will provide a consolidated overview of past SPI-related initiatives, lessons learned, and key gaps, serving as the foundation for the development of the roadmap (Word document in English)

Deliverable 2: Final SPI Roadmap

The final version of the SPI Roadmap, incorporating feedback and revisions received from SPA/RAC; MAP components and the CU (Word document in English)

Deliverable 3: Workplan and Guidelines for Pilot activities Implementation

A detailed workplan and operational guidelines for the implementation of the SPI Roadmap through three pilot activities, to be conducted in collaboration with three selected project beneficiary countries. (Word document in English)

Deliverable 4: Presentation on key Outcomes

A PowerPoint presentation summarizing the key results, insights, and impacts of the SPI Roadmap implementation. The presentation will be used for dissemination, stakeholder engagement, and as a tool for sharing best practices during dedicated meetings. (Power point presentation in English)

Deliverable 5: National reports on the implementation of the selected pilot activities

Comprehensive report documenting the implementation of the SPI Roadmap to the pilot activities, including methodologies, outcomes, and lessons learned. per Beneficiary Country. (3 Word documents in English)

IV. MISSION DURATION

The total duration for the completion of the study is 8 months, from November 2025 until June 2026, starting from the date SPA/RAC officially notifies the commencement of the assignment.

Deliverables	Deadline
Deliverable 1 : First draft of the SPI Roadmap A preliminary version of the Science-Policy Interface (SPI) Roadmap developed to support the promotion and implementation of the SPI approach at both regional and national levels including an inventory and synthesis of work already undertaken on the Science-Policy Interface (SPI) in the Mediterranean. This deliverable will build on the documentation shared by SPA/RAC and other MAP components, as well as other available resources. It will provide a consolidated overview of past SPI-related initiatives, lessons learned, and key gaps, serving as the foundation for the development of the roadmap. (Word document in English)	End November 2025
Deliverable 2: Final SPI Roadmap The final version of the SPI Roadmap, incorporating feedback and revisions received from SPA/RAC; MAP components and the CU (Word document in English)	End December 2025
Deliverable 3: Report on the implementation of 1 pilot SPI; A report on the implementation of the SPI Roadmap in 1 Pilot through, to be conducted in collaboration. (Word document in English)	End January 2026
Deliverable 4: <u>Guidelines for Pilot activities implementation and support provided to up support to national consultants in preparing the implementation guidelines for up to two pilot activities in two beneficiary countries.</u> (Word document in English)	End March 2026
Deliverable 5: Report on the outcomes of the study at regional and national level including: <u>(a) National reports on the implementation of the selected pilot activities</u> Comprehensive report documenting the implementation of the SPI Roadmap to the pilot activities, including methodologies, outcomes, and lessons learned. per Beneficiary Country. (3 Word documents in English) <u>(b) Presentation on key Outcomes</u> A PowerPoint presentation summarizing the key results, insights, and impacts of the SPI Roadmap implementation. The presentation will be used for dissemination, stakeholder engagement, and as a tool for sharing best practices during dedicated meetings. (Powe point presentation in English)	End June 2026

V. BIBLIOGRAPHY

A series of reports and presentation regarding SPI for IMAP will be provided.

VI. PROFILE AND SKILLS REQUIRED OF EXPERTS:

Consultant profile:

- At least, a master's degree or equivalent in the area of Science policy, environment or marine conservation
- A minimum of 5 years- experience in the field of:
 - environmental and science policies,

- Institutional governance,
 - marine governance.
- Good understanding of complexity of coastal and marine environments, in particular of marine habitats, coastal zone management and pollution.
- Strong analysis and synthesis skills are needed.
- Previous experiences in the Mediterranean context are a strong asset.
- Experience with southern Mediterranean countries is an asset
- Languages: good command of English and French is essential. Arabic is a strong asset

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS OF PARTICIPATION

This Call for Consultation is open to individual consultants whose technical skills meet the aforementioned requirements.

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

ARTICLE 2 - CONTENT OF THE TENDER FILE

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

2.1- Technical offer

It must contain:

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

2.2- Administrative file

The administrative file must include the following administrative documents:

For individual consultants:

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

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 US dollars (USD) 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;

- 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 OF TENDERS

Applications should be sent electronically to the following email address: procurement@spa-rac.org, before **November 3, 2025 23:59 UTC+1 (Tunis time)**. Emails should have the following subject line:

"CALL FOR CONSULTATION N°16/2025_SPA/RAC _ EcAp Med Plus_ Design a Science Policy Interface (SPI) roadmap ".

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

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

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

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

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

ARTICLE 5 - BUDGET MAXIMUM

A maximum budget of 4 500 USD including VAT is available for this study. Any financial offer in excess of this budget will result in the elimination of the offer.

ARTICLE 6 - DEFINITION, CONSISTENCY AND VARIATION OF PRICES

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

6.1- Price variation

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

6.2- Finality of prices

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

ARTICLE 7 - PERIOD OF VALIDITY OF THE OFFER

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

ARTICLE 8 - TERMS OF PAYMENT

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

The terms of payment are as follows:

- **40%** upon submission of deliverables 1, 2 and 3 and their validation by the SPA/RAC
- **50%** upon submission of deliverables 4 and 5 and their validation by the SPA/RAC
- **10%** after the work is completed and all final version deliverables are submitted and validation by SPA/RAC.

This payment is also conditional on a certificate from the SPA/RAC stating that the service provider has fulfilled all its contractual obligations and duties to the satisfaction of the SPA/RAC.

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

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

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

9.1- Evaluation of technical offers

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

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

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. General experience of the consultancy firm/the consultant
2. Personal experience and academic profile of the team members involved in the project/the consultant
3. Methodology.

Technical evaluation grid			
Criterion			Score
Background	Experience	1. Relevant experience in the field of environment and science policies, marine governance and marine science 5 (5 points/project + 2.5 extra points if the project deals with the Mediterranean context) 2. Relevant experience in elaboration of Roadmap 3. Relevant experience in implementing roadmap 4. Good understanding of coastal and marine environment complexity	<u>50 points maximum</u> (5 points/reference)

		5. Strong analysis and synthesis skills 6. Experience with southern mediterranean countries 7. Arabic is a strong asset (+1 point)	
	Years of experience	Less than 5 years of experience	<u>Eliminated</u>
	Diploma	Advanced university degree (Master's degree or above) in the field of Science policy, environment or marine conservation	<u>10 points maximum</u>
		University degree in the above disciplines	3 points
		No university degree	0 points (In this case, the application is eliminated)
Methodology		A well-developed methodology that precisely meets the terms of reference presenting improvements and innovations compared to the RDTs.	<u>30 points maximum</u>
		Methodology meeting the terms of reference with details of the missions	20
		Methodology in accordance with the terms of reference and partially detailed	10
		The methodology is a simple repetition of the terms of reference	5
		Methodology not in accordance with the terms of reference	0 points (In this case, the application is eliminated)
Detailed planning and timeline (including a timetable for the response)		A consistent and well-structured schedule and a schedule that accurately reflects the mandate	<u>10 points maximum</u>
		Moderately consistent and structured planning and schedule, but in line with the terms of reference	5 points
		Planning and schedule not in accordance with the mandate or not submitted	0 points (In this case, the application is eliminated)
Total score (maximum 100 points)			...

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

2. Financial evaluation

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

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

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

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

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 a pre-selection phase followed by requests for complementary information / negotiation if required.

ARTICLE 10 - TIME DURATION, DELIVERABLES & TIMELINE

The total duration for the completion of the study is 8 months from the date of notification of the SPA/RAC of the start of the mission, but not later than 31 December 2026.

Deliverables	Deadline
Deliverable 1 : <u>First draft of the SPI Roadmap</u> A preliminary version of the Science-Policy Interface (SPI) Roadmap developed to support the promotion and implementation of the SPI approach at both regional and national levels including an inventory and synthesis of work already undertaken on the Science-Policy Interface (SPI) in the Mediterranean. This deliverable will build on the documentation shared by SPA/RAC and other MAP components, as well as other available resources. It will provide a consolidated overview of past SPI-related initiatives, lessons learned, and key gaps, serving as the foundation for the development of the roadmap. (Word document in English)	End November 2025

Deliverables	Deadline
Deliverable 2: Final SPI Roadmap The final version of the SPI Roadmap, incorporating feedback and revisions received from SPA/RAC; MAP components and the CU (Word document in English)	End December 2025
Deliverable 3: <u>Workplan and Guidelines for Pilot activities Implementation</u> A detailed workplan and operational guidelines for the implementation of the SPI Roadmap through three pilot activities, to be conducted in collaboration with three selected project beneficiary countries. (Word document in English)	End January 2026
Deliverable 4: <u>Presentation on key Outcomes</u> A PowerPoint presentation summarizing the key results, insights, and impacts of the SPI Roadmap implementation. The presentation will be used for dissemination, stakeholder engagement, and as a tool for sharing best practices during dedicated meetings. (Powe point presentation in English)	End March 2026
Deliverable 5: <u>National reports on the implementation of the selected pilot activities</u> Comprehensive report documenting the implementation of the SPI Roadmap to the pilot activities, including methodologies, outcomes, and lessons learned. per Beneficiary Country. (3 Word documents in English)	End June 2026

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

Article 11 - MONITORING, CONTROL AND VALIDATION OF WORK

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

ARTICLE 12 - PENALTY

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

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

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

ARTICLE 13 - CONFIDENTIALITY/PROFESSIONAL SECRECY CLAUSES

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

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

ARTICLE 14 - 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 15 - DISPUTE SETTLEMENT

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

ARTICLE 16 - LIABILITY AND INSURANCE

The incumbent:

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

ARTICLE 17 - FORCE MAJEURE

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

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

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

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

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

ARTICLE 18 - TERMINATION OF THE CONTRACT

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

- a. Failure to comply with the deadline for performance pursuant to Article 10 "Time limit for performance of the service";
- b. In the case described in Article 12 "Late payment penalty", the reaching of the ceiling of the late payment penalty of 10% of the total amount of the contract;
- c. Non-compliance with the content of the services listed in section III "Methodology and tasks to be performed" and section IV "phases of performance of the service" of the Technical Specifications;
- d. If the holder goes bankrupt or enters into judicial settlement;
- e. If, as a result of a case of force majeure, the holder is unable to perform a substantial part of the Services for a period of at least sixty (60) days; and
- f. If, in the opinion of the Client, the holder has engaged in bribery or fraudulent tactics with a view to obtaining or during the performance of the Contract. For the purposes of this clause: "bribery" is any person who offers, gives, solicits or accepts any advantage with a view to influencing the action of a public official in the course of the selection or performance of the Contract; and "fraudulent practices" means anyone who misrepresents or misrepresents facts in order to influence the selection or performance of the Contract in a manner detrimental to the Borrower; "fraudulent manoeuvres" means, inter alia, any agreement or collusive manoeuvre by tenderers (before or after the submission of tenders) aimed at artificially maintaining the prices of proposals at levels that do not correspond to those that would result from free and open competition, and at depriving the SPA/RAC of the advantages of the latter; or
- g. If the SPA/RAC, on its own initiative and for any reason, decides to terminate the contract.

ARTICLE 19 - CONFLICT OF INTEREST

19.1- Prohibition of Incompatible Activities

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

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

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

ARTICLE 20 - PROVISIONAL AND FINAL ACCEPTANCES

Provisional acceptance is pronounced after the completion of the services covered by this contract, i.e. after the completion of the service described in section 3 "Tasks planned and expected results" of the technical specifications and Article 10 "Deadlines for performance of the service" of the administrative specifications. 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 results) of the technical specifications, and Article 8 (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 report will only be delivered once the service provider has fulfilled all his obligations resulting from Section 3 "Planned tasks and expected results", after correction of all deficiencies signalled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

I, the undersigned, after having taken due note of the dossier documents of the call for tenders N° launched by SPA/RAC, pertaining to a mission of.....

I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without considering the taxes and knowing that the stamp duties and registration are to be covered by the insurer.

The total price of my bid is.....(*amount in words* USD Dollars All Taxes Included) (*amount in figures* USD Dollars ATI).

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

I pledge that the conditions in my tender will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the deadline for the receipt of tenders.

SPA/RAC pledges to pay the amount after the signing of a convention into the bank current account of the Bank, in the name ofUnder the number of RIB (BIC – IBAN).

In, on

(Name, first name and function)

(Signature)

Done at, the

(Name and surname and position)

Voucher for submission

(Signature and stamp)

Annex 2 - ESTIMATED DETAILS OF THE OVERALL OFFER PRICE

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

Designation	Unit price (excl. VAT) Man/day	Deliverable 1		Deliverable 2		Deliverable 3		Deliverable 4		Deliverable 5		Total	
		Duration	Subtotal	Duration	Subtotal	Duration	Subtotal	Duration	Subtotal	Duration	Subtotal	Duration	Subtotal
Honorarium													
Expert													
Other costs (excl. VAT)													
Other costs necessary for the proper performance of this contract													
Sub-total (HTVA)													
Total HTVA													
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 ofAll Taxes Included (ATI).

Done at,