



**Mediterranean
Action Plan**
Barcelona
Convention



Call for consultancy N°22/2023_SPA/RAC_MED Monk seal Project

**TERMS OF REFERENCE FOR THE CAPACITY BUILDING PROGRAMME OF THE
MED MONK SEAL PROJECT.**

**Development of the Training Workshops on Monitoring Mediterranean Monk
Seals and its Habitats**

May 2023

This call for consultancy document is available only in English.

Offers could be made either in English or French.

TECHNICAL SPECIFICATIONS

1. BACKGROUND:

- **The Regional Activity Centre for Specially Protected Areas (SPA/RAC)** was created in 1985 and established in Tunis through a decision of the Contracting Parties to the Convention for the Protection of the Marine and Coastal Environment of the Mediterranean (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 Convention. The centre works under the auspices of the United Nations Environment Programme / Mediterranean Action Plan (UNEP/MAP) - Barcelona Convention Secretariat, based in Athens, Greece. The main objective of SPA/RAC 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.
- **The Mediterranean Monk Seal (*Monachus monachus*, Hermann, 1779)** is a critically endangered species and is listed as one of the world's most threatened marine mammals. Once was present in the entire basin, the black sea and the nearly Atlantic region, the species is nowadays reduced to several hundred individuals dwelling in remote and isolated areas where little human disturbance is present. The known colonies of Mediterranean monk seals are now residing either in the eastern side of the Mediterranean (mainly in Cyprus, Greece and Turkey), or in the northeast Atlantic region off the coast of northwest Africa (Mauritania, Morocco, Cabo Blanco and the archipelago of Madeira) with no observed interaction between the two populations.
- Following the adoption of the [updated Regional Strategy for the Conservation of Monk Seal in Mediterranean by COP 21 meeting of Barcelona Convention](#), SPA/RAC has organised a dedicated workshop during the World Marine Mammals Conference (WMMC19), targeting participants from Group B & C countries namely; Algeria, Egypt, Israel, Italy, Lebanon, Libya, Morocco, and Tunisia. Considering this workshop outputs, the bilateral discussions with the main actors such as IUCN-MED and CBD-Habitat, and with potentiality partners from the relevant countries, SPA/RAC has developed the [MED Monk seal Project](#).
- [The MED Monk Seal Project: Enhancing knowledge and awareness on monk seal in the Mediterranean](#), funded by Monk Seal Alliance, was launched in December 2022 to be implemented in the South and Eastern Mediterranean Group B & C Countries (Algeria, Egypt, Italy, Libya, Morocco, Syria and Tunisia). The project is led by SPA/RAC, supported by a Steering Committee that includes members from IUCN-MED and CBD-Habitat. The overall objective is to support the implementation of capacity building, monitoring and public awareness program in Group B & C Countries, in line with the Regional Strategy for the Conservation of Monk Seal in Mediterranean, the IMAP/ Ecosystem Approach guidelines. For more information, please consult the following [link](#).

2. OBJECTIVE

Within the MED Monk Seal project, a capacity building programme to increase the capacity of organisations from project beneficiary countries from Group B & C (Algeria, Egypt, Italy, Lebanon, Libya, Morocco, Syria and Tunisia., where monk seal sightings are occurring more and more frequently) will be elaborated and conducted with experienced organisations through a sub-regional training workshop to increase the capacity of the MED Monk Seal

The project will then tailor the implementation of the country-specific monitoring initiatives in collaboration with the relevant national Partners. (Not part of this consultancy)

The sub-regional workshops should not exceed four days and include:

- Theoretical (with option of online session for the first part)
- practical sessions
- Field visit
- Group discussion and evaluation: lessons learned, feedback, and recommendations for next steps.

The objective of this call of consultancy is to support SPA/RAC for the preparation and conduction of the capacity building programme planned within the MED Monk Seal project.

The training course curricula/package is to be developed in a way that could be suitable to be used:

- during the training workshop (face-to-face including online session); and
- by SPA/RAC or by an external expert team, supported by SPA/RAC, during other future SPA/RAC trainings.

3. TASKS AND EXPECTED DELIVERABLES

In view of the preparation and organisation of the training sessions, experts are expected to provide the training courses based on the indicative information given in **section 9** and must achieve the following tasks:

TASK 1: Preparation of a detailed work plan and timetable for the elaboration of all expected deliverables (**Deliverable 1**)

TASK 2: Preparation of a comprehensive training manual including protocol for primary monitoring program (**Deliverable 2**) to illustrate the different elements to be communicated during the presentations, with more detailed information, definitions, relevant examples, best practices and case studies, which can be annexed by **Hands-on activities and practical exercises**: to reinforce the training and **Handouts**: a useful concise tool for participants to better understand any introduced knowledge presented or to accompany worksheets.

These documents are to be submitted to SPA/RAC in an editable format. The Curricula Workbook and Handouts are to be shared with the participants in PDF format, and the Worksheets in editable format.

TASK 3: Preparation of PowerPoint Presentations (**Deliverable 3**): The presentations are the practical means/tools that facilitate the expert trainers' mission in presenting and sharing the trainings content for participants.

TASK 4: Elaboration of the Programme of the training (**Deliverable 4**) including the theoretical (with option of online session for the first part) and practical sessions as well as the field visit.

Task 5: Providing the training session during as described on the **Programme of the training:** should not exceed four days and include:

- Theoretical (with option of online session for the first part)
- practical sessions
- Field visit
- Group discussion and evaluation: lessons learned, feedback, and recommendations for next steps.

TASK 6: Elaboration of the Report on the Training session evaluation (Deliverable 5): An evaluation sheet is to be prepared for participants to allow them providing feedback to the organizers and evaluating the effectiveness of different parts of the training sessions and making **recommendations** for future improvements.

4. TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The time duration of this contract is **three Months** starting from the date of its signature.

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

Deliverables	Estimated net workdays	Deadlines
<u>Deliverable 1:</u> Detailed Work plan and timetable	2 days	5 days after the contract signature
<u>Deliverable 2:</u> The training manual: including <u>the protocol for primary monitoring</u> program, workbook, worksheets, handouts, and practical exercises	10 days	20 days after the contract signature
<u>Deliverable 3:</u> PowerPoint presentations presenting and sharing the trainings content mainly the training manual (deliverable 2)		
<u>Deliverable 4:</u> Detailed agenda and the training programme		
<u>Deliverable 5</u> Training evaluation report based on the analysis of the participants evaluations.: An evaluation sheet is to be prepared for the participants in order to allow them evaluating the different parts of the course content and delivery.	2 days	One month after the end of training courses

5. BENEFICIARY COUNTRIES

The MED Monk Seal project beneficiary countries are Algeria, Egypt, Italy, Lebanon, Libya, Morocco, Syria and Tunisia.

6. TRAINING FORMAT, TENTATIVE CALENDAR AND POTENTIAL VENUE

The training could include face-to-face and online sessions but should not exceed 4 days in total.

Tentative dates	Potential venue
15 July– 15 September 2023	Given the subject of the training, the training venue must be proposed by the trainers in such a way as to accommodate the theoretical sessions, but above all the practical sessions, where seal caves are available for field visits. It is also advisable for trainers to be familiar with the proposed site.

7. LANGUAGE

English is the working language of the training workshop.

8. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

At least two **(02) expert trainers** are needed to develop and deliver the training workshops with the following profile requirements:

Expert 1 - Team leader:

- ✓ A postgraduate degree in marine biology, ecology, conservation, or a related field.
- ✓ Demonstrated expertise in the monitoring and conservation of marine mammals, preferably monk seals: At least ten (10) years of progressively responsible work and experience in monitoring and studying monk seals in their natural habitat.
- ✓ Proven experience in designing, planning, organizing, and facilitating monk seals monitoring programs including the related field work (exploration for suitable monk seal habitats, install/protection of camera traps, mapping of suitable caves, etc.)
- ✓ Excellent written, spoken and communicational skills in English, and preferably in other relevant languages.
- ✓ Good interpersonal skills, with the ability to work effectively with a diverse range of stakeholders.
- ✓ Ability to travel and work in the region, if necessary.

Expert 2: Associate Trainer

- ✓ Advanced degree in marine biology, ecology, conservation, or a related field.
- ✓ Demonstrated expertise in the monitoring and conservation of marine mammals, preferably monk seals: At least five (5) years of progressively responsible work and experience in monitoring and studying monk seals in their natural habitat.
- ✓ Proven experience in monk seals field work (exploration for suitable monk seal habitats, install/protection of camera traps, mapping of suitable caves, etc.)
- ✓ Excellent written, spoken and communicational skills in English, and preferably in other relevant languages.
- ✓ Good interpersonal skills, with the ability to work effectively with a diverse range of stakeholders.
- ✓ Ability to travel and work in the region, if necessary.

9. INDICATIVE INFORMATION ON THE TRAINING WORKSHOP

Title of the training workshop	Format and content	Objectives, means and expected outcomes	Target audience	Participants' profile
<p>Enhancing knowledge and awareness on the Mediterranean Monk Seal among the group B & C Countries</p>	<p>a. Format The training workshop will be composed of:</p> <ul style="list-style-type: none"> - Theoretical sessions where the expert trainers present and share their knowledge and experiences on monitoring of Monk seal and its Habitats according to the enclosed Protocol. - Practical sessions where the trainers take the participants to the field to showcase and demonstrate habitats monitoring. <p>b. Content The training should cover at least the following aspects:</p> <ul style="list-style-type: none"> - Overview of the species, its distribution, and habitat. - Biology and behavior of Med Monk Seals: Anatomy, physiology, diet, social behavior, and reproduction. - Explanation of the main threats faced by the species, including overfishing, pollution, habitat destruction, and climate change. - Best practices for Standardised monitoring program of the species and implementing conservation 	<p>a. Objectives The main objective of the training workshop is to :</p> <ul style="list-style-type: none"> - Enhance participants' skills in primary monitoring, and surveying potential habitats of Monk seal in Group B & C Countries. - Improve knowledge on understanding of the ecology, behavior, and conservation of the Mediterranean monk seal among the participants from Group B & C Countries. - Establish the links between the different Group Countries in the Mediterranean (Groups A, B and C), through training, exchange of experience and information. - How to foster collaboration and knowledge-sharing among local conservationists and stakeholders. - How to Bring together the regional players involved in the conservation of monk seals to increase communication, collaboration and reduce duplication of work and effort. <p>b. Means/tools. The training will be based on:</p> <ul style="list-style-type: none"> - Clear methodology. - Dynamic presentations. - Whiteboards and flipcharts. - Audiovisual aids: Videos, podcasts and pictures. - Interactive discussions and exercises, handouts and worksheets. - Interactive tools. - Simulation exercises. 	<p>Targets:</p> <p>Two representatives of the National Project partners</p>	<ul style="list-style-type: none"> - Good knowledge of English; Marine mammals subject; - Good knowledge and experiences in field work including swim and dive. -

	<p>measures, including how to engage with local communities, promote eco-tourism, and prevent illegal hunting or poaching.</p> <ul style="list-style-type: none"> - Methodologies about primary monitoring concerning mainly in relation to the: cave inventory/camera trap set up; deployment ; recovery; protection/any other necessary equipment to identify the potential appropriate habitat for Monk Seals. - Overview of the existing conservation efforts to protect the species, including government regulations, regional action plans and strategies, research, and monitoring programs. - Examples of successful conservation efforts for the Mediterranean Monk Seal, including case studies of successful reintroduction programs, habitat restoration, and other initiatives. - Awareness-raising activities 	<ul style="list-style-type: none"> - Successful and failed case studies and practices from the Mediterranean. - Role-playing. - Group discussion and feedback sessions - Practical guidelines. <p style="text-align: center;">c. Expected results/outcomes.</p> <ul style="list-style-type: none"> - Participants are well formed on biology and ecology of the Mediterranean Monk Seal. - Participants adopt and can implement a standardised primary monitoring program based on the existing protocol (example: IMAP/EcAp). - Participants can identify monitoring goals and elaborate a primary monitoring plan, conduct survey activities. - Participants are well formed on camera traps set up ; deployment ; recovery; protection in the caves. - Participants can determine the most appropriate and suitable areas for the presence of Monk Seals, and elaborate caves inventory. - Participants know how to store and analyse the collected data and have signed the Declaration of Intent - Knowledge, skills, awareness, collaboration, and networking among participants from different organizations are increased and enhanced. - Participants are well informed on regional action plans and strategy for the Mediterranean Monk Seal conservation. 		
--	--	---	--	--

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Are eligible for the call for consultancy, individual consultants, who have proven skills and experience according to the expert profiles specified in section 8. of the technical specifications.

IMPORTANT: Individual consultants should associate with each other to form a consultant association to complement their respective areas of expertise, or for other reasons.

ARTICLE 2 - COMPOSITION AND PRESENTATION OF THE OFFER

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

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

The estimated number of net working days to implement the tasks and deliverables of this contract are **18** effective working days (**WD**) including the training days (max **4 days**). They are estimated as follows:

Deliverable 1: **2 days**

Deliverable 2;3 and 4: **10 days**

Deliverable 5: **2 days**

2.1. Technical offer

The technical offer must contain:

1. A cover letter outlining the consultants' suitability for the job.
2. A curriculum vitae (CV) for each expert including education background with copies of their university diplomas, qualifications, professional experience, and **references to relevant previous works, studies and publications** Documents/URL links/certificates that support the relevant references must be presented.
3. A detailed methodological note presenting the consultants vision for the training workshops and how it mirrors the assignment objectives and scope, the methodological approach, organization of the work implementation and comments on the terms of reference, if needed.
4. A detailed time planning schedule, organization, and sequential chronogram of intervention of each expert.(which expert intervening at which phase/activity/step and for how long: number of days).

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

2.2. Administrative documents

The administrative folder should include the following administrative documents:

1. Document certifying the ability to practice this profession (registration certificate, for example) according to the legislation of their country with the tax number on it.
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 (including date, signature and stamp of the bidder at the end of the document).

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

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

2.3. Financial offer

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

It is important to note that the financial offer should detail the number of working days (person-days), as well as the allocation of funds to each of the various tasks and deliverables, and including, but not limited to experts, and any necessary equipment and/or supplies.

The financial offer should also include:

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

ARTICLE 3 - SUBMISSION

Offers must be received electronically at the following e-mail address:

car-asp@spa-rac.org; **Cc: naziha.benmoussa@spa-rac.org**, before 15 June 2023 11:59 pm UTC+1 (Tunis Time).

E-mails should have the following subject: **"Call for consultancy N°22/2023_SPA/RAC_MED Monk seal Project - Development of the Training Workshop on Habitat Survey to monitor the Mediterranean Monk Seal – 'Applicant name'"**.

Proposals received after this deadline will not be considered.

ARTICLE 4 - ADDITIONAL INFORMATION

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

ARTICLE 5 - TERMS OF PAYMENT

The payment will be made as follows:

- **30%** of the total amount of the contract, after submission of the *deliverables 1 & 2* (their approval by SPA/RAC)
- **30%** of the total amount of the contract, after submission of the *deliverables 3,4 & 5* their approval by SPA/RAC
- **30%** of the total amount of the contract, after of the running of the training workshop and submission of the *deliverables 5*
- **10%** (balance) will be paid after the completion of the work and submission of all its final version deliverables and delivery by SPA/RAC of the final acceptance certificate. This payment is also conditioned by a certificate from SPA/RAC that the service provider has accomplished all its contractual obligations and duties at SPA/RAC satisfaction.

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

ARTICLE 6 – EVALUATION PROCEDURE

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

6.1. Technical evaluation

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

Applications will be evaluated based on the following criteria:

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

Technical Evaluation Grid			
Criteria			Scoring
Expert Trainer 1	Experience	<ul style="list-style-type: none"> ✓ A postgraduate degree in marine biology, ecology, conservation, or a related field. ✓ Demonstrated expertise in the monitoring and conservation of marine mammals, preferably monk seals: At least ten (10) years of progressively responsible work and experience in monitoring and studying monk seals in their natural habitat. ✓ Proven experience in designing, planning, organizing, and facilitating monk seals monitoring programs including field work (exploration for suitable monk seal habitats, install camera traps, mapping of suitable caves, etc.,) ✓ Excellent communication skills in English, and preferably in other relevant languages. ✓ Good interpersonal skills, with the ability to work effectively with a diverse range of stakeholders. ✓ Ability to travel and work in the region, if necessary. 	<p>30 points maximum (4 points/reference + 1 additional point for a Mediterranean valid reference)</p>
		No similar studies	0 point (<i>In this case the offer is eliminated</i>)
	Diploma	A postgraduate degree or equivalent experience in marine biology, ecology, conservation, or a related field.	5 points maximum
		University degree in the above-mentioned disciplines	2.5 point
	No university degree	0 point (<i>In this case the offer is eliminated</i>)	
Expert trainer 2	Experience	<ul style="list-style-type: none"> ✓ Advanced degree in marine biology, ecology, conservation, or a related field. ✓ Demonstrated expertise in the monitoring and conservation of marine mammals, preferably monk seals: At least five (5) years of progressively 	<p>30 points maximum (4 points/reference + 1 additional point</p>

		responsible work and experience in monitoring and studying monk seals in their natural habitat. ✓ Proven experience in monk seals field work (exploration for suitable monk seal habitats, install/protection of camera traps, mapping of suitable caves, etc.) ✓ Excellent written, spoken and communicational skills in English, and preferably in other relevant languages. ✓ Good interpersonal skills, with the ability to work effectively with a diverse range of stakeholders. ✓ Ability to travel and work in the region, if necessary.	for a Mediterranean valid reference)
		No similar references	0 point (<i>In this case the offer is eliminated</i>)
	Diploma	A postgraduate degree or equivalent experience in marine biology, ecology, conservation, or a related field.	<u>5 points maximum</u>
		University degree in the above-mentioned disciplines	2.5 point
	No university degree in the above-mentioned disciplines	0 point (<i>In this case the offer is eliminated</i>)	
Methodology proposed for conducting the training workshops, and observations/analysis on the terms of reference	Methodology clearly presented, well-developed and meets the study terms of reference and objectives <u>(the presentation of improvements and innovations is desirable)</u>	<u>30 points maximum</u>	
	Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	25 points	
	Methodology not developed but meets the study terms of reference and objectives	15 points	
	Methodology not clearly presented and does not meet the study terms of reference and objectives, Or No methodology presented	0 point (<i>In this case the offer is eliminated</i>)	
Total score (100 points maximum)		 points

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

6.2. Financial evaluation

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

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

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

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

6.3 Conclusions of the evaluation committee

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

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

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

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

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

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

ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The bidder will work under the supervision of SPA/RAC. The bidder will submit draft version of deliverables within the timeline specified in Article 10 below. The bidder will submit the final version of deliverables as indicated in section 3. & 9. of the technical specifications.

ARTICLE 8 - PENALTY

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

The amount of the late penalties will be deducted from the accounts. The amount of the penalties is capped at 10% of the total amount of the contract in ATI. When this threshold is reached, SPA/RAC reserves the right to terminate the contract at the holder's fault, in accordance with Article 14 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

ARTICLE 9 - INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP OF DOCUMENT

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

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

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

ARTICLE 10 - CONFIDENTIALITY / PROFESSIONAL SECRET CLAUSES

The selected service provider undertakes to observe total discretion in all matters relating to the facts and information of which he became aware during the performance of his assignment.

Any member of the experts assigned to the mission covered by this contract who contravenes the aforementioned obligation of professional secrecy would expose himself to legal proceedings.

ARTICLE 11 - ARBITRAGE, DISPUTE SETTLEMENT

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

ARTICLE 12 - LIABILITY AND INSURANCE

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

ARTICLE 13 - FORCE MAJEURE

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

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

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

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

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

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

ARTICLE 14 - CANCELLATION CONDITIONS

SPA/RAC could cancel this contract through a notification in writing addressed to the tenderer after one of the events indicated in the following paragraphs:

- a. no respect of the deadline of the execution in application in section 4. of the technical specifications (Time duration of the contract, deliverables & timeline);

- b. in the case described in the Article 10 (Penalty) when the amount is capped at 10% of the total amount of the contract;
- c. non-conformity to the content of the service listed in the technical specification of the present tender documents;
- d. If the tenderer goes bankrupt or into receivership;
- e. If, after a case of force majeure, the holder is unable to execute a substantial part of the Services for a period equal to at least sixty (60) days;
- f. If the tenderer was involved in corruption or fraudulent manipulations in order to obtain the contract or during the execution of the contract. For the purpose of the clause: a person is guilty of “corruption” if he/she offers, gives, solicits or accepts any kind of advantage in order to influence the action of a public official during the selection or the execution of the contract; and undertakes “fraudulent manipulations” which distort or denature the facts so as to influence the selection or the execution of the contract to the detriment of the borrower; by “fraudulent manipulations” is meant any agreement or collusive manipulation of the tenderers (before or after submitting the proposals) so as to artificially maintain the prices of the tenders at levels which do not correspond to prices which would have resulted from free and open competition and which deprive the borrower of the advantages of free and open competition; or
- g. If SPA/RAC, on its own initiative and for any reason whatsoever, decides to terminate the contract.

ARTICLE 15 - CONFLICT OF INTERESTS

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 3. (Tasks and expected deliverables) and section 4. (Time duration of the contract, deliverables & timeline). The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report issued by the SPA/RAC no later than 30 days from receipt of the deliverables and at the written request of the service provider and the signing of a report of completion of the work/services jointly by the service provider and SPA/RAC. The Service Provider shall, however, correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

Final acceptance will be given one (1) month after the date of provisional acceptance without reservation of the contract. The final acceptance certificate will only be delivered once the service provider has fulfilled all his obligations resulting from section 3. (Tasks and expected deliverables) of the “Technical Specifications” and after corrections of all deficiencies signaled by SPA/RAC.

ANNEX N°1

SUBMISSION LETTER

I, the undersigned (Director) of
.....recorded in the commercial register on
..... under the number Domiciled at
..... After
having taken due note of the dossier documents of the call for tenders N°
launched by, pertaining to a mission of
.....

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

The total price of my bid is (.....) Euro.

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

I pledge that the conditions in my tender will remain valid for a period of ********* days (**XXX** days) starting from the day after the date for the deadline for the receipt of tenders.

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

In, on

(Name, first name and function)

Right for submission

(Signature and official stamp)

ANNEX 2

DETAILS OF GLOBAL PRICE

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

Designation	Unit price	Task 1		Task 2		Task 3		Total Task (1+2+3)	
		Durat ion	Sub-total	Durat ion	Sub-total	Durat ion	Sub-total	Duration	Sub-total
Fees									
Expert 1									
Expert 2									
Other costs									
Travel and accommodation									
Other costs necessary for the proper execution of the present consultancy									
Sub-total/task (including VAT)									
	TOTAL Excluding VAT								
	VAT Amount								
	TOTAL All Taxes Included								

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

.....

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)