



**Mediterranean
Action Plan**
Barcelona
Convention



CALL FOR CONSULTANT N°02/2025_SPA/RAC_ SEMPA

**TERMS OF REFERENCE FOR THE PROVISION
OF CONSULTING SERVICES**

**ELABORATION OF ECOLOGICAL AND SOCIO-ECONOMIC STUDIES OF
THE COASTAL AND MARINE AREA OF ASHTOUM EL GAMIL
PROTECTED AREA IN EGYPT**

January 2025

A. TECHNICAL SPECIFICATIONS

1. CONTEXT

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention 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. 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.

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

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

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

2. OBJECTIVE

The objective of this consultancy is to elaborate the synthetic ecological and socio-economic characterization studies of the coastal and marine area of Ashtoum El Gamil Protected Area in Egypt.

The consultancy requires a close and joint collaboration with the Egyptian Environmental Affairs Agency (EEAA) in Egypt to undertake the ecological and socio-economic studies of Ashtoum El Gamil Protected Area.

Worth noting hence that the choice of the site is made with a view of developing a management plan for this potential PA contributing, hence, to improve its effective management and preservation of its terrestrial, coastal and marine heritage components.

3. TASKS AND EXPECTED RESULTS

The group of consultants are expected to elaborate, respectively and separately, an ecological and a socio-economic characterization studies of Ashtoum El Gamil Protected Area by performing the following tasks:

I. Elaboration of a synthetic ecological characterisation of the coastal and marine environment of the Ashtoum El Gamil Protected Area

- a. Introduce the general framework of the study area (geographical location, physical environment, bathymetry, oceanology, biological heritage, landscape, and cultural value, etc.) with good/high resolution illustrations (including precise indication of the sources of references, illustrations, etc.).
- b. Draw up an inventory of existing up-to-date habitats¹, formations, and species² in the area.
- c. Draw up an inventory of remarkable species and habitats listed in Annexes II and III of the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol). Particular attention should be paid to marine vegetation, coralligenous and megafauna.
- d. Describe, to the extent possible, the distribution of marine and coastal habitats, communities and species of conservation interest and their conservation status using the IMAP protocols and guidance^{3,4}.
- e. List the Non-Indigenous and/or Invasive species².
- f. Elaborate a synthesis section on natural and anthropogenic pressures and threats to the marine and coastal environment of the area and their impacts on marine and coastal biodiversity.
- g. Identify and describe the eventual impacts of climate change on the study area in general and on marine and coastal biodiversity, in particular, including gender-differentiated impacts.
- h. Describe and list the existing/planned conservation and ecological monitoring programmes specific to the study area and women and men's participation/roles.
- i. Describe the challenges related to the management, conservation and development and women and men's involvement.
- j. Develop recommendations for the effective management of the area.

II. Elaboration of socio-economic characterisation of the coastal and marine environment of the Ashtoum El Gamil Protected Area

- a. Introduce the context and objectives of the "socio-economic study of the marine and coastal environment of Ashtoum El Gamil Protected Area" as well as the methodology and tools to be used for the analysis and diagnosis.
- b. Present the general framework of the study area (History, physical environment, climate, oceanology, biodiversity and biological resources, biological heritage, landscape, gender dynamics, and cultural value, etc.).
- c. Carry out a survey on the practices and the exploitation of marine areas and fishery resources in Ashtoum El Gamil Protected Area. The aim is to assess (estimate) and highlight the impact of fishing practices and techniques on the marine and coastal environment of Ashtoum El Gamil Protected Area. The relationship between man and nature and in particular fishermen and the marine environment must be considered. A gender analysis needs to be undertaken to identify women and men's participation and benefit from MCPAs, particularly their access to land tenure rights (marine and inland),

¹ [referring to the Reference List of Marine Habitat Types for the Selection of Sites to be included in the National Inventories of Natural Sites of Conservation Interest in the Mediterranean](#)

² using the World Register of Marine Species ([WoRMS](#)) accepted names

³ [Using the monitoring protocols of the Ecosystem Approach Common Indicators 1 and 2 related to marine benthic habitats](#)

⁴ [Referring to the Guidance on monitoring concerning the biodiversity and non-indigenous species common indicators Monitoring protocols of the Ecosystem Approach Common Indicators 3, 4, 5 and 6](#)

involvement in fishing and conservation techniques, for which the collection and analysis of sex-disaggregated data is critical.

- d. Undertake a dynamic sectoral analysis of socioeconomic indicators in relation to the study area (Demography, anthropogenic pressure, health, education, environment, tourism, agriculture, fishing, industry ...).
- e. Identify women and men's participation across different socio-economic sectors, including key barriers and opportunities.
- f. Draw up and list the driving forces of development and the vocation of the region, by (i) analysing economic activities and their place in economic and social development, and (ii) describing the use of space and the possible conflicts of use (fishing, tourism, agriculture, crafts, industry and mining, trade, etc.). Particular attention should be paid to the fishing sector, the tourism sector and gender balance and how women and men participate in and benefit from those sectors.

Regarding the fishing sector, the work should be based on:

- a survey which will serve to understand the rationale of various fisheries stakeholders (including women's organizations), their practices, and the valorization of their know-how into decision-making and co-management of the marine and coastal areas, including a gender analysis of data collected,
- an investigation and a diagnosis of the attitude of both men and women in this area, fisherfolks towards the development/extension of the marine area of the site (through interviews / field surveys),
- a sectoral analysis of fishing activity and its interactions with the site marine environment and other sectors of activities. This analysis should draw-up on the collected information and relevant socioeconomic indicators, including sex-disaggregated data, in particular (i) the results and trends in fishing activity over the past few years (preferably a period longer than ten years), i.e fishery production including offshore aquaculture, fishing fleets, the number of fishers, the economic value of seafood, the landing of fishery products, the prices of seafood and the resources/means (ii) the fishing zones, the organization and regulation of fishing activity, fishing equipments, laws and regulations on fishing activities, fishing gears, fishing seasons and periods, the designation and identification of the fisheries and fisheries resources/stocks...,
- an evaluation of the fishing sector's contribution to local development through (i) the social dimension of fishing: contribution of the fishing sector in terms of job creation addressing unemployment, (ii) the economic dimension of fishing: contribution of fishing to local GDP and (iii) the ecological dimension of fishing: impact of fishing on the environment and sustainable development, etc.).

Regarding the tourism sector, the work should be based on:

- the valuation and promotion of the results of tourism activity over the last ten (10) years, including local indicators on the evolution of the number of visitors.
- An assessment and an inventory of tourist resources: hosting structures, hotels offer, local people camping-hosting infrastructures (informal tourist services), zones of expansion and tourist sites, natural, cultural, archaeological, historical, religious sites, etc.
- an evaluation of the contribution of tourism to local development through (i) the social dimension of tourism: contribution of tourism in terms of job creation and resolution of the unemployment problem (ii) the economic dimension of tourism: contribution of tourism to local GDP and (iii) ecological dimension of tourism: impact of tourism on the environment and sustainable development, etc.).

- h. Identify all other activities and major projects existing and / or planned in the area.
- i. Identify the main polluting sectors, land-based activities.
- j. Identify the main conflicts of use and conflicts of interest by drawing up a crosstabulation/matrix of conflicts and the way by which conflicts of use and interest can be reduced.
- k. Identify, draw up and map, using existing data and questionnaires, the list of stakeholders, including socio-professional actors, actors and organisations of civil society in relation to socio-economic activities in the area, (including women's organizations/networks), in particular the activities of fishing, aquaculture, scuba diving, social development, tourism, industry and also actors working for the protection of the environment (scientific research, associations, networks etc.). Particular attention should be paid to gender balance and mainstreaming. In fact, in many marine protected areas, women from the local communities traditionally play an important -yet unrecognized- role in marine and coastal natural resource management. They are often excluded from decision-making roles in MPA governance and management; however, they can have a salient and effective role to play in MPAs particularly with regard to education, awareness and alternative livelihoods. Thus, in future plans, they should be afforded a key role in the implementation strategy.
- l. Develop recommendations for the effective management of the area.

4. TIME DURATION OF THE CONTRACT

The planned duration of the mission is **270 days** from the date of the last signature of the related contract.

The maximum number of effective working days needed to perform the ecological assessment is **35 days** while the maximum number of effective working days needed to perform the socio-economic assessment is **25 days**.

5. SKILLS AND EXPERIENCE REQUIRED OF THE ASSOCIATION OF CONSULTANTS

a. For the **synthetic ecological characterisation of the coastal and marine environment of the Ashtoum El Gamil Protected Area**, the **expert E1** profile should respond to the following requirements:

- A postgraduate degree or equivalent experience in marine biology, ecology, or a related field.
- A solid understanding of ecological principles, including knowledge of coastal and marine ecosystems, species interactions, biodiversity, and ecosystem dynamics.
- Proven experience in conducting fieldwork, including designing sampling protocols, collecting data on various ecological parameters, and identifying and cataloging species.
- Competence in collecting and managing ecological data, including species abundance, distribution, habitat characteristics, and environmental parameters.
- Proven experience in coastal and marine protected area conservation, biodiversity and environmental issues, in particular marine protected area management.
- Excellent written, spoken and communicational skills in English and Arabic.
- Knowledge of the Egyptian national context, and the Ashtoum El Gamil context in particular.

b. For the **synthetic socio-economic characterisation** of the coastal and marine environment of the Ashtoum El Gamil Protected Area, the **expert E2** profile should respond to the following requirements:

- A postgraduate degree or equivalent experience in socio-economics or a related field.
- Understanding of socio-economic concepts and frameworks to assess the social and economic dimensions of the coastal and marine area.
- Strong knowledge of research methodologies, including data collection techniques (surveys, interviews, field observations), sampling methods, and data analysis.
- Sensitivity to the cultural, social, and economic context of the study area is crucial for effective data collection and analysis.
- Experience in coastal and marine protected area conservation, biodiversity and environmental issues, in particular marine protected area management.
- Excellent written, spoken and communicational skills in English and Arabic.
- Ability to collaborate with experts from various disciplines such as economists, sociologists, ecologists, and policymakers.
- Familiarity with relevant national and international policies, laws, and regulations related to coastal and marine management.
- Knowledge of the Egyptian national context, and the Ashtoum El Gamil Protected Area context in particular.

6. MAXIMUM BUDGET AVAILABLE

A maximum total budget of **29,000 US dollars (USD)**, inclusive of all taxes, is available for this call. **Any financial offer exceeding this budget will be eliminated.**

B. ADMINISTRATIVE SPECIFICATIONS

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

This consultation is open to **Egyptian individual consultants** who have proven skills and experience in ecological assessments, including knowledge of coastal and marine ecosystems, species interactions, biodiversity, and ecosystem dynamics, as well as socio-economic concepts and frameworks to assess the cultural, social, and economic dimensions of coastal and marine areas, according to the expert profiles specified in article 5 of the technical specifications (Skills and experience required).

Individual consultants should associate with each other to form a consultant association to complement their respective areas of expertise and experience. They must clearly identify the leading consultant, who will be the legal representative of the consultant association. The consultant association cannot exceed two experts as mentioned in article 5 of the technical specifications.

ARTICLE 2 - COMPOSITION AND PRESENTATION OF OFFERS

The submitted offer must include separately: (i) a technical offer, (ii) administrative documents, and (iii) a separate 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. Curricula vitae (CVs) of the two proposed consultants including higher education (at least 4 years of higher education) with copies of university degrees, qualifications, professional experience. The CVs must include a section with a summary table showing references to relevant studies or references to previous work and publications with URL links/certificates that support the relevant references presented. The inclusion of this table in the technical offer is mandatory to facilitate the technical evaluation work;
3. A detailed methodological note presenting the consultant vision for the project and how it mirrors the assignment objectives and scope, the methodological approach, organization of the work, and comments on the terms of reference, if needed.
4. A detailed time planning schedule, organization and sequential chronogram of intervention of consultant expert, the consulting firm intends to apply to implement this mission.

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 folder should include the following administrative documents:

1. Document certifying the ability to practice this profession (registration certificate, for example) according to the legislation of their country with the tax number on it.
In cases where the bidder has an academic profession (Researcher or University teaching staff), a sworn statement that he/she is complying with the law applicable to taxes and fees in force in his/her country would be accepted.
1. 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.
2. Terms of reference signed (date, signature and stamp of the provider at the end of the document).

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 **United States 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

Proposals must be received electronically at the following e-mail address: procurement@spa-rac.org, before **29 January 2025 at 23h59 UTC+1 (Tunis Time)**. E-mails should have the following subject:

«CALL FOR CONSULTANCY N°02/2024_SPA/RAC_SEMPA- ELABORATION OF ECOLOGICAL AND SOCIO-ECONOMIC CHARACTERISATION STUDIES OF THE COASTAL AND MARINE ENVIRONMENT OF ASHTOUM EL GAMIL PROTECTED AREA IN EGYPT - 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, tenders may submit a written request by e-mail to: procurement@spa-rac.org, no later than five (5) calendar days before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

The fees/payments relating to this contract, the amount of which is set out in the tender, will be paid within 30 days of receipt of the invoice and related supporting documents and/or validation by the SPA/RAC.

The terms of payment are as follows:

- **30%** after the organization of the kick-off meeting with the consultants and the preparation of a detailed work plan duly approved by the SPA/RAC and receipt of an invoice;
- **60%** of the total amount after receipt and validation by SPA/RAC of the detailed and illustrated report of the ecological characterization of the site and receipt of an invoice;
- **10%** after receipt and validation by SPA/RAC of all the materials related to the assignment. This payment is also conditional upon a certificate from the SPA/RAC attesting 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 6 - EVALUATION PROCEDURE

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

6.1. TECHNICAL EVALUATION

A technical score will be awarded to the tender out of a maximum score of 100 points, on the basis of the following criteria:

1. **Profile (experience and qualifications)** of the consultants in relation to the subject of this assignment (**60 points**);
2. The **proposed methodology** for carrying out the assignment (**30 points**);
3. The detailed schedule and timetable (including an intervention chronogram) (**10 points**).

Technical evaluation grid			
Criteria			Scoring
Expert E1 ¹ <i>(Synthetic ecological characterisation of the coastal and marine environment of the Ashtoum El Gamil Protected Area)</i>	Experience	Proven experience in conducting ecological assessments, including knowledge of coastal and marine ecosystems, species interactions, biodiversity, and ecosystem dynamics	25 points maximum (5 points/study)
	Diploma	A postgraduate degree or equivalent experience in marine biology, ecology, or a related field.	5 points maximum
		University degree in the above-mentioned disciplines	3 points
		No university degree	0 point (in this case, the tender is eliminated)
Expert E2 ¹ <i>(Socio-economic characterisation of the coastal</i>	Experience	- Proven experience in conducting socio-economic assessments and frameworks to assess the cultural, social, and economic dimensions of coastal and marine areas.	25 points maximum (7 points/study)

<i>and marine environment of the Ashtoum El Gamil Protected Area)</i>	Diploma	A postgraduate degree or equivalent experience in marine biology, ecology, economics, or a related field.	5 points maximum
		University degree in the above-mentioned disciplines	3 points
		No university degree	0 point (in this case, the tender is eliminated)
Methodology		Well-developed methodology that responds precisely to the terms of reference (the presentation of improvements and innovations is desirable).	30 points maximum
		Methodology fairly well-developed and in line with the terms of reference	22 points
		Methodology fairly developed and more or less in line with the terms of reference	17 points
		Methodology not in line with the terms of reference or no methodology presented	0 point (in this case, the tender 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 tender is eliminated)
Total score (maximum 100 points)			... points

1: If two experts are proposed per field, both CVs will be evaluated, and the lower score will be retained.

A gender-balanced team is an asset.

IMPORTANT: Any tender that does not reach the minimum score of 80 points is eliminated. If no tender achieves 80 points, the tender procedure is declared unsuccessful.

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

Once the technical evaluation work has been completed, the Committee awards a final technical score to each tender.

Technical score = (final score of the technical offer in question / final score of the best technical offer) x 100.

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.

A maximum budget of twenty-nine thousand US dollars (\$ 29,000), all taxes included, is available for this training course.

Any financial offer exceeding the budget mentioned means that the offer will be eliminated.

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.

Technical-financial score = (Technical score x 0.80) + (Financial score x 0.20)

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.
- Having proposed a gender-balanced team of consultants.

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 7- MONITORING, CONTROL AND VALIDATION OF THE WORK

The contractor will work under the supervision of a monitoring committee to discuss, validate and finalise the various phases, tasks and deliverables.

The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 3 (TASKS AND EXPECTED RESULTS) and section 4 (TIME DURATION OF THE CONTRACT) of the technical specifications.

ARTICLE 8 – TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The total duration of the study is **270 days** from the date of signing the contract.

The various reports and their respective deadlines are listed in the table below:

Deliverables	Deadline
Detailed methodology and chronogram for the execution of the mission	15 days after the signature of the contract
Draft detailed and illustrated summary reports of the socio-economic and ecological synthetic diagnostic assessments separately	210 days after the submission of the detailed methodology and chronogram for the execution of the mission
Final detailed and illustrated summary reports of the socio-economic and ecological synthetic diagnostic assessments separately	30 days after the submission of the Draft report
All digital tools related to the execution of the mission (maps, figures, photos in original format and in good/high resolution, Excel tables, etc.).	15 days after the submission of the final report

It is important to note that the consultants are expected to attend technical consultation meetings with the competent national authorities and the SPA/RAC in order to define and coordinate the actions to be carried out as part of this service.

ARTICLE 9 - PENALTY

In the absence of completion by the consultant of the services at his/her charge within the contractual deadlines envisaged in Article 8 (DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE), it will be applied as of right and without notice, a penalty of one two hundredths (1/200) of the total amount of the contract (All Taxes Included - ATI) for each calendar day of delay.

The amount of the late penalties will be deducted from the accounts. The amount of the penalties is capped at 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 10 - INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP OF DOCUMENT

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

All the plans, drawings, software, photos, videos, data, presentations, study reports and any other documents, elaborated and submitted by the provider to SPA/RAC for the execution of

the contract, will become and remain the property of SPA/RAC, and the consultant will submit them to SPA/RAC.

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

ARTICLE 11 - ARBITRAGE, DISPUTE SETTLEMENT

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

ARTICLE 12 - LIABILITY AND INSURANCE

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

ARTICLE 13 - FORCE MAJEURE

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

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

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

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

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

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

ARTICLE 14 - CANCELLATION CONDITIONS

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

- a. no respect for the deadline of the execution in the application of Article 8 (*time duration of the contract, deliverables & timeline*);
- b. in the case described in Article 9 (penalty) when the amount is capped at 10% of the total amount of the contract;

- c. non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 3 of the technical specifications: TASKS AND EXPECTED RESULTS)
- 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 14 – CONFLICT OF INTERESTS

14.1. 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.

14.2. 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 15 - 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 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 sections 3 (*tasks and expected results*) of the "Technical Specifications" and article 8 (*time duration of the contract, deliverables & timeline*) and after corrections 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.....
(.....) USD Dollars.

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)

ANNEX 2

DETAILS OF GLOBAL PRICE

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

	Unit price (\$)	Effectif working days	Total
Fees Expert E1			
Fees Expert E2			
Other fees			
Other costs necessary for the proper performance of this assignment			
Sub-total/Expert			
TOTAL			

Amount of bid, is fixed at the sum of
.....
.....
.....

In, on
(Signature)