



CALL FOR CONSULTANCY N° 40/2022_SPA/RAC

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

**“Application of the Nested Environmental status Assessment Tool
(NEAT) for GES assessment in the Adriatic for E05 Common Indicators”**

TECHNICAL SPECIFICATIONS

1. BACKGROUND

The Specially Protected Areas Regional Activity Centre (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). It intervenes within the framework of the Action Plan for the Mediterranean – Barcelona Convention (UN Environment/MAP). SPA/RAC's main mission is to assist the Contracting Parties in implementing their obligations under Barcelona Convention Protocol on Specially Protected Areas and Biological Diversity with main aim to contribute to the protection, conservation, and sustainable management of Mediterranean coastal and marine areas of special cultural and natural value and of threatened and endangered species.

Based on the Regional Seas Indicator Monitoring Framework, UNEA resolution on conservation and sustainable management of peatlands ([UNEA 4/16](#)), as well as the [UN Decade on ecosystem restoration](#), the project, entitled "SIDA project in the Adriatic region", aiming towards integrated ecosystem assessment and ecosystems management approach in the Adriatic, has the objective to facilitate an overall quantitative assessment of IMAP Common Indicators (CIs) that correspond to UNEP Regional Seas Indicators and, to this aim, test integration tools/ assessment approaches in line with

- Decision IG.24/17 on the UNEP/MAP 2020-2021 Program of Work and Budget (Naples, Italy, 2-5 December 2019);
- Decision IG.22/7 on the Integrated Monitoring and Assessment Program of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) (Athens, Greece, 9-12 February 2016);
- Decision IG.23/06 on the 2017 Mediterranean Quality Status Report (Tirana, Albania, 17-20 December 2017);
- Decision IG.24/7 on the Roadmap and Needs Assessment for the 2023 Mediterranean Quality Status Report (Naples, Italy, 2-5 December 2019);

The Nested Environmental Status Assessment Tool (NEAT) is a pioneering tool and software developed specifically to assess the state of marine environment. NEAT is primarily targeted to the good environmental status (GES) assessment under MSFD, but it is applicable for other similar assessments. It uses nested hierarchies of pre-defined spatial assessment units (SAU) and habitats within these units, combined with ecosystem components (such as fish, benthic fauna etc.) and associated indicators. NEAT software already includes a set of over 500 indicators, but it allows a flexibility to expand this list. The final NEAT values are calculated as a weighted mean of all indicator values assigned to certain SAU or combination of SAU and habitats or ecosystem components. NEAT has already been discussed and applied at various scales in the framework of different projects. However, for NEAT to function, it is of vital importance to feed it with adequate quantitative data.

2. OBJECTIVE AND SCOPE

The aim of this call for consultancy is to contribute to GES assessment of the Mediterranean within preparation of the 2023 MED QSR by applying the assessment methods as discussed by the Meetings of CorMon on Pollution Monitoring (April 2021 and May 2022) for the assessment of IMAP Common Indicators 13 & 14 in selected sub-areas in three Mediterranean sub-regions by taking into account new data expected to be reported by CPs by the cut-off date on 31st October and by considering the assessment findings already provided by application of NEAT GES assessment in the Adriatic Sea sub-region of the Mediterranean, as well as in another two areas by applying alternative environmental assessment methods.

3. TASKS TO BE UNDERTAKEN

The consultant will carry out the following tasks:

1. Prepare a detailed work plan and timetable.
2. Analyze availability and undertake quality control of new data that are expected to be reported by the cutoff date 31st October 2022 for IMAP Common Indicators 13 and 14 by the CPs in IMAP Info System for up to seven Mediterranean sub-areas.

3. Analyze the availability of data from alternative sources, primarily from the COPERNICUS Project, and prepare all data in the format that allows for their use along with data available in IMAP Info System in IMAP Info System for up to seven Mediterranean sub-areas.
4. Prepare assessment findings related to IMAP Common Indicators 13 and 14 by applying the following methodologies:
 - NEAT, as GES assessment methodology, if any area will be found with sufficient data and undertake harmonization of the assessment findings versus assessment findings that need to be generated by application in that same area of any alternative methods listed here-below;
 - Alternative environmental assessment methodologies as suitable for specific area conditional to data availability:
 - G/M threshold comparison – based on scattered Chl-a data reported to IMAP IS and remote sensing products of COPERNICUS;
 - Methods based on the use of the ecological quality ratio (EQR) as a dimensionless measure of the observed value of an indicator compared with reference conditions:
 - ✓ Method 1: to be used where full set assessment criteria for Chl-a, DIN and TP are set;
 - ✓ Method 1: to be used where data are available in situ and from remote sensing (Chl-a)
5. Set GES-non GES threshold and GES assessment classes by comparing the assessment findings generated by the application of NEAT GES assessment and alternative assessment methodologies in order to decrease the uncertainty of the assessment results within the preparation of the 2023 MED QSR.
6. Propose working and information documents for consideration of the Meeting of CorMon on Pollution Monitoring that is foreseen in December 2022 following up on partial completion of tasks 1 to 5.
7. Update initial assessment findings related to IMAP Common Indicators 13 and 14 prepared during 2021 and 2022 conditional to new data reporting by the CPs/potential data availability in relevant alternative sources.
8. Prepare inputs to guide the work of GIS expert aimed at the visualization of the assessment findings related to IMAP Common Indicators 13 and 14.
9. Prepare the final draft of the following chapters of 2023 MED QSR:
 - i) Chapter 1: Key messages,
 - ii) Chapter 4: Good environmental status (GES) / alternative assessment and
 - iii) Chapter 5: Key findings per CI,
 for consideration of the Meeting of CorMon on Pollution Monitoring that is foreseen in May 2023, regarding IMAP Common Indicators 13 and 14, by taking into account the assessment findings related to IMAP Common Indicator 17 in up to seven Mediterranean sub-areas (Task 4); assessment findings for IMAP CIs 13 and 14 prepared for the Adriatic Sea Sub-region and one more area during 2021/2022, including use of the assessment criteria for the Adriatic Sea Sub-region, as appropriate (UNEP/MED WG. 533/4) and support of other MEDPOL team expert responsible for GIS mapping.
10. Strengthen assessment findings by elaborating interrelations of the pressures and GES assessment findings conditional to the availability of relevant sources containing information on drivers, pressures and impacts on the state of the marine environment within the preparation of the sub-chapter 4.3 of 2023 Med QSR.
11. Prepare inputs for the following chapters of 2023 MED QSR:
 - i) Chapter 2: Background information and methodology and
 - ii) Chapter 3: Drivers, Pressures, State, Impact, Response (DPSIR),
 in line with the assessment findings provided for IMAP Common Indicators 13 and 14 (Tasks 10 and 11).
12. Provide technical inputs and scientific support to UNEP/MAP - MED POL during the Meeting of CorMon on Pollution Monitoring that will be held in December 2022.
13. Prepare final report of deliverables for the consultancy with details on the methodology for performance of tasks and activities to achieve the deliverables.

4. TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The time duration of this contract is two months and half 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		Deliverable duration	Deadlines	
			First draft	Final draft
<p><u>Deliverable 1:</u> Work Plan prepared with timebound deadlines for achievement of tasks of consultancy (task 1).</p> <p>Production of 1 document (word) detailing the work plan and timeline.</p>	Detailed work plan and timeline	Seven days	Seven days after the Contract signature	
<p><u>Deliverable 2:</u> Final draft of the chapters of 2023 MED QSR related to EO5</p>	<p>a) Meeting documents prepared for the consideration of the Meeting of CorMon on Pollution Monitoring that is foreseen in December 2022 regarding the assessment of IMAP Common Indicators 13 and 14 in two areas out of seven Mediterranean sub-areas within 3 Mediterranean sub-regions that have not been elaborated by MEDPOL during 2020 and 2021 conditionals to data availability in the IMAP Pilot Info system by the cut-off date 31st October 2022 (Task 12), primarily from COPERNICUS Project (Tasks 2, 3, 4 and 6);</p>	One month and seven days	Ten days from the date of the Contract signature	One month and fourteen days from the date of the Contract signature
	<p>b) Updated initial assessment findings related to IMAP Common Indicators 13 and 20 prepared during 2020 and 2021 conditionals to use of data that might be reported by the CPs in the IMAP Pilot Info system by the cut-off date 31st October 2022 and/or from alternative source of data (Tasks 2, 3 and 4);</p>	Eleven days	One month and twenty days from the date of the Contract signature	One month and twenty-five days from the date of the Contract signature
	<p>c) Scientific support provided to MEDPOL during the Meeting of CorMon on Pollution Monitoring that is foreseen in December 2022 (Task 12);</p>	Five days	One month and seven days from the date of the Contract signature	Two months from the date of the Contract signature
	<p>d) Final draft of the following chapters of 2023 MED QSR:</p> <p style="padding-left: 20px;">i) Chapter 1: Key messages</p>		One month and twenty-one days from the date of the Contract signature	Two months from the date of the Contract signature

	<p>ii) Chapter 4: Good environmental status (GES) / alternative assessment</p> <p>iii) Chapter 5: Key findings per CI</p> <p>prepared for the consideration of the Meeting of CorMon on Pollution Monitoring that is foreseen in May 2023, regarding IMAP Common Indicators 13 and 14 in line with the outline of 2023 MED QSR as provided in the Meeting document UNEP/MED WG. 521/Inf.6 (Tasks 2, 3, 4, 5, 7, 8 and 9);</p>			
	<p>e) Inputs provided for preparation of the following chapters of 2023 MED QSR</p> <p>i) Chapter 2: Background information and methodology and</p> <p>ii) Chapter 3: Drivers, Pressures, State, Impact, Response (DPSIR),</p> <p>in line with assessment findings provided for IMAP Common Indicators 13 and 14 (Tasks 9, 10 and 11);</p>		Two months from the date of the Contract signature	Two months from the date of the Contract signature
	<p>f) Input prepared at the level of Ecological Objectives 5 for the consideration of another MEDPOL expert with a view of preparing the integrated GES assessment findings for IMAP Pollution Cluster within preparation of sub-chapter 4.3 of 2023 Med QSR (Tasks 9 and 11);</p>	Seven days	Two months from the date of the Contract signature	Two months and seven days from the date of the Contract signature
<p><u>Deliverable 3:</u> Final version of the report elaborated following up on the comments received from SPA/RAC and MEDPOL</p>	<p>g) Final report of deliverables for the Consultancy (Task 13).</p>	Seven days	Two months and fourteen days from the date of the Contract signature	

5. SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC IMAP Officer and UNEP/MAP

MEDPOL Monitoring and Assessment Officer and the overall supervision of the SPA/RAC director. The work will be delivered in close coordination with the representatives of the countries of seven sub-areas in three Mediterranean regions i.e. MEPOL Focal Points, as feasible, as well as UNEP/MAP MEDPOL

6. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultant should meet the following criteria:

- Advanced university degree in marine science and /or environmental science is required.
- A minimum of 7 years of relevant scientific background and experience in (i) statistical interpretation of field surveys data, specifically on calculation of the assessment criteria and trend analysis of data related to eutrophication; (ii) implementation of the marine environment monitoring strategies, specifically with regards to application of the integration and aggregation approaches of relevance for integrated GES assessment and joint monitoring for Ecological Objective 5; (iii) application of the innovative monitoring and assessment tools of relevance for integrated GES assessment; and (iv) development and implementation of the standards and procedures for data reporting and quality control, is required;
- Experience with regards to monitoring and assessment of the impacts of eutrophication on the status of Mediterranean marine ecosystems, as well as monitoring and assessment in line with the EU Marine Strategy Framework Directive (MSFD), is an asset.
- Good knowledge of achievements in the Mediterranean with regards to monitoring and assessment by the scientific community is an asset.
- Knowledge of the UNEP/MAP-MED POL and IMAP is an asset.
- Excellent writing skills are required.
- Fluency in English is required.
- Knowledge of French is an asset.

ADMINISTRATIVE CLAUSES

Article 1 - Conditions for participation in the consultancy

Are eligible for the present call of consultancy, consulting firms or individual consultants.

Individual consultants may associate with each other to form a consultant association to complement their respective areas of expertise, or for other reasons. They must clearly identify the lead consultant, who will be the legal representative of the consultant association. The consultant association cannot exceed two experts.

Consulting firms must propose a lead expert and can be supported by one other expert to complement their respective areas of expertise or for other reasons that need to be specified in the offer.

Article 2 - Composition and presentation of offers

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

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

The estimated number of net working days to implement the tasks and deliverables of this contract are 50 effective working days (WD). They are estimated as follows:

Deliverable 1: 1 day

Deliverable 2: 47 days

Deliverable 3: 2 days

2.1. Technical offer

It must contain:

For individual consultant(s):

1. A cover letter outlining the consultant's suitability for the job.
2. Personal CV indicating educational background (including a copy of higher education degrees) as well as all relevant experience in (i) statistical interpretation of field surveys data, specifically on calculation of the assessment criteria and trend analysis of data related to eutrophication; (ii) implementation of the marine environment monitoring strategies, specifically with regards to application of the integration and aggregation approaches of relevance for integrated GES assessment and joint monitoring for Ecological Objective 5; (iii) application of the innovative monitoring and assessment tools of relevance for integrated GES assessment; and (iv) development and implementation of the standards and procedures for data reporting and quality control, as well as the references regarding similar studies and reference (including reference proof certificates).
If a second expert is proposed, the same documents and information should be provided.
3. A detailed methodological note on how the consultant intends to approach and implement the assignment.
4. Planning and detailed time schedule (and chronogram of intervention of the team in case of 2 experts involved in the offer).

For consultancy firm:

1. The consulting firm references regarding similar studies;
2. The CV of the experts (including a copy of higher education degrees as well as reference proof certificates) with their qualifications, experience/references; indicating all experience relevant experience in (i) statistical interpretation of field surveys data, specifically on calculation of the assessment criteria and trend analysis of data related to eutrophication; (ii) implementation of the marine environment monitoring strategies, specifically with regards to application of the integration and aggregation approaches of relevance for integrated GES assessment and joint monitoring for Ecological Objective 5; (iii) application of the innovative monitoring and

assessment tools of relevance for integrated GES assessment; and (iv) development and implementation of the standards and procedures for data reporting and quality control, as well as the references regarding similar studies and reference (including reference proof certificates);

3. A methodological note on how they will approach and complete the assignment and a planning and detailed time schedule (and chronogram of intervention of the team in case of 2 experts involved in the offer).

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

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

2.2. Administrative documents

The administrative offer should include the following administrative documents:

For individual consultant(s):

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 (date, signature of the provider at the end of the document).

For consultancy firm:

1. A certificate proving that the tenderer is registered in the commercial register, or the equivalent.
2. A tax certificate, valid on the offer submission date, proving that the consulting firm/service provider company has no outstanding tax obligations.
3. A statement delivered by the social security body to which the consulting firm/service provider company is affiliated stating that all dues have been paid and which is valid on the date of submission.
4. A sworn statement of non-bankruptcy.
5. A sworn statement that the consulting firm/service provider company is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
6. A sworn statement from each of the team of expert members, who are not staff members, confirming that they are willing to participate in the work team to carry out this mission.
7. The present restricted call for tenders signed (date, signature and stamp of the consulting firm/service provider company 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 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 US Dollars, in both tax-free and all tax-included prices. It should include all the costs connected to the provision of the service

The financial offer should also include the following documents:

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

Article 3 - Submission

Proposals must be received electronically at the following e-mail address: car-asp@spa-rac.org, before **15 September 2022 11:59 pm UTC+1 (Tunis Time)**.

E-mails should have the following subject:

CALL FOR CONSULTANCY N°40/2022_SPA/RAC
“Application of the Nested Environmental status Assessment Tool (NEAT) for GES assessment in the Adriatic for E05 Common Indicators- 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: car-asp@spa-rac.org ; cc: mehdi.aissi@spa-rac.org, samar.kilani@spa-rac.org and asma.yahyaoui@spa-rac.org no later than five (5) calendar days before the deadline for the proposal submission.

Article 5 - Terms of payment

Payment for the mission will be made as follows:

1. The 1st Instalment of 30 % will be paid upon submission of the deliverables 1 and 2 and after their review and approval by SPA/RAC;
2. The 2nd instalment of 70 % will be paid upon submission of the deliverable 3, after the review and approval of SPA/RAC;
3. The 3rd and last instalment of 10% 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 contractor. Payments shall be made to a bank account held by the contractor.

Article 6 - Evaluation procedure

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

6.1. Technical evaluation

The technical offers will be first examined, while the financial offers remain sealed. Applications will be evaluated based on the following criteria:

1. Consulting firm's general experience and technical references (20 points) (if a consulting firm is involved in the tender);
2. Experts / Individual consultant(s) capacity and expertise (45 points) (or 65 points if individual consultants are involved in the tender);
3. Methodology, organization, and work implementation planning and schedule (35 points).

Criteria		Scoring if a consulting firm is involved in the study		Scoring for individual consultant(s)			
		In the case of one expert involved	In the case of two experts involved	In the case of one expert involved	In the case of two experts involved		
General Experience of the consultancy firm		Relevant experience in (i) statistical interpretation of field surveys data, specifically on calculation of the assessment criteria and trend analysis of data related to eutrophication; (ii) implementation of the marine environment monitoring strategies, specifically with regards to application of the integration and aggregation approaches of relevance for integrated GES assessment and joint monitoring for Ecological Objective 5; (iii) application of the innovative monitoring and assessment tools of relevance for integrated GES assessment; and (iv) development and implementation of the standards and procedures for data reporting and quality control		20 points maximum (5 points/reference + 2 additional points/study in the Mediterranean)		N/A	
		No similar studies		0 points (in this case the offer is eliminated)		N/A	
<u>Lead consultant</u>	<u>Experience</u>	Relevant experience in (i) statistical interpretation of field surveys data, specifically on calculation of the assessment criteria and trend analysis of data related to eutrophication; (ii) implementation of the marine environment monitoring strategies, specifically with regards to application of the integration and aggregation approaches of relevance for integrated GES assessment and joint monitoring for Ecological Objective 5; (iii)	<u>40 points maximum</u> (12 points+ 2 additional points/study in the Mediterranean)	<u>25 points maximum</u> (6 points/similar study + 2 additional points/study in the Mediterranean)	<u>60 points Maximum</u> (15 points / study+ 2 additional points/study in the Mediterranean)	<u>45 points Maximum</u> (12 points / study+ 2 additional points/study in the Mediterranean)	

		application of the innovative monitoring and assessment tools of relevance for integrated GES assessment; and (iv) development and implementation of the standards and procedures for data reporting and quality control				
		No similar study	0 points (in this case the offer is eliminated)	0 points (in this case the offer is eliminated)	0 points (in this case the offer is eliminated)	0 points (in this case the offer is eliminated)
	Diploma	Post-graduate university degree in marine biodiversity/ environment, environmental assessment, integrated coastal zone management, hydrography, oceanography or equivalent field;	<u>5 points maximum</u>	<u>5 points maximum</u>	<u>5 points maximum</u>	<u>5 points maximum</u>
		University degree in the above-mentioned fields	3 points	3 points	3 points	3 points
		No university degree in the above-mentioned fields	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)	0 point (in this case the offer is eliminated)
Associate consultant	Experience	Relevant experience in (i) statistical interpretation of field surveys data, specifically on calculation of the assessment criteria and trend analysis of data related to eutrophication; (ii) implementation of the marine environment monitoring strategies, specifically with regards to application of the integration and aggregation approaches of relevance for integrated GES assessment and	N/A	<u>10 points maximum</u> (4 points/ study + 2 additional points/study in the Mediterranean)	N/A	<u>10 points maximum</u> (4 points/ study + 2 additional points/study in the Mediterranean)

		joint monitoring for Ecological Objective 5; (iii) application of the innovative monitoring and assessment tools of relevance for integrated GES assessment; and (iv) development and implementation of the standards and procedures for data reporting and quality control				
		No similar study	N/A	0 point	N/A	0 point
	Diploma	Post-graduate university degree in marine biodiversity/ environment, environmental assessment, integrated coastal zone management, hydrography, oceanography or equivalent field;	N/A	<u>5 points maximum</u>	N/A	<u>5 points maximum</u>
		University degree in the above- mentioned fields	N/A	3 points	N/A	3 points
		No university degree in the above-mentioned fields	N/A	0 point	N/A	0 point
In case the bidder proposes more than one expert per position, each CV will be evaluated separately, and the lowest score given will be the one attributed to that position.						
3- Methodology, time planning schedule, chronogram of	The methodological note evaluation	Methodology clearly presented, well developed, and meets the terms of reference and the study's objectives	<u>25 points maximum</u>	Points awarding can be done in various ways	<u>25 points maximum</u>	Points awarding can be done in various ways

intervention of the team		Methodology more or less well developed but clearly meets the terms of reference and the study's objectives	15 points	15 points	
		Methodology poorly developed and meets partially the terms of reference and the study's objectives	8 points	8 points	
		Methodology not clearly presented and does not meet the terms of reference and the study's objectives or no methodology presented	0 points	0 points	
	Planning and time schedule, and chronogram		Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and chronogram of intervention	10 points maximum	10 points maximum
			Realistic planning but more or less well presented, fairly coherent with the time schedule and the chronogram of intervention	5 points	5 points
			Planning unclearly presented, doesn't respect the deadline, or no planning or no time schedule or no chronogram of intervention	0 point	0 point

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

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

6.2. Financial evaluation

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

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

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

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

6.3. Conclusions of the evaluation committee

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

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

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

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

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

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

ARTICLE 7 - MONITORING, CONTROL AND VALIDATION OF THE WORK

The consultant will work under the supervision of SPA/RAC. The consultant will submit draft version of each deliverable. The consultant will submit the final version of deliverables as indicated in section 4 (Deliverables) and section 6 (Time schedule) 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 7 of the technical specifications (Time schedule), and Article 8 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one two hundredth (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 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 10 - 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 11 - 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 12 - Force majeure

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

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

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

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

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

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

Article 13 - 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 of Article 8 (Deadline for the execution of the mission);
- b. in the case described in the 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 4 of the technical specifications: Tasks to be undertaken),
- d. If the tenderer goes bankrupt or into receivership.
- e. If, after a case of force majeure, the holder is unable to execute a substantial part of the Services for a period equal to at least sixty (60) days;
- f. If the tenderer was involved in corruption or fraudulent manipulations 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 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 2 tasks to be undertaken of the technical specifications, and Article 8 (Deadline for the execution of the mission). 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 2 (Tasks to be undertaken) and section 4 (Deliverables) of the “Technical Specifications” and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

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

..... I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is (.....) US Dollars ATI. I take due note of the fact that you are not obliged to proceed with the tendering procedure and that I cannot claim a compensation. I pledge that the conditions in my offer will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the date for the deadline for the receipt of tenders. SPA/RAC pledges to pay the amount after the signing of a convention into the bank current account of the Bank In the name of

Under the number of RIB (BIC – IBAN)

In, on
(Name, first name and function)
Right for submission
(Signature)

ANNEX 2 DETAILS OF TOTAL PRICE

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

Designation	Unit price	Tasks 1		Tasks 2		Tasks 3 ...		Total Tasks (1+2+3...)		
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	
Fees										
Lead consultant										
Associate consultant										
Other costs										
Travel and accommodation										
Other costs necessary for the proper execution of the present consultancy										
Sub-total / task (excluding VAT)										
	TOTAL Excluding VAT									
	VAT Amount									
	TOTAL All Taxes Included									

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

Amount of the VAT is fixed at the sum of

Amount of the offer is fixed at the sum of All Taxes Included (ATI).

(Signature and official stamp of the bidder)

