



**Mediterranean
Action Plan**
Barcelona
Convention



*The Mediterranean
Biodiversity
Centre*

CALL FOR CONSULTANCY

Call for consultancy N°32/2022_SPA/RAC_IMAP-MPA

**Development of the SPA/RAC Training Course
on Socio-economic Sustainability
of Mediterranean Marine Protected Areas**

08 June 2022

**This call for consultancy document is available only in English.
Offers could be made either in English or French.**

A. TECHNICAL SPECIFICATIONS

Section 1. The Specially Protected Areas Regional Activity Centre

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention in order to assist the Mediterranean countries in implementing the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) of the Barcelona 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.

SPA/RAC's main objective is to contribute to the protection, preservation and sustainable management of marine and coastal biological diversity in the Mediterranean and, in particular, the creation and effective management of marine and coastal areas of particular natural and cultural value and the conservation of threatened and endangered species of flora and fauna in the Mediterranean.

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

Section 2. Rationale

In the framework of the EU-funded project "Towards achieving the Good Environmental Status of the Mediterranean Sea and Coast through an Ecologically Representative and Efficiently Managed and Monitored Network of Marine Protected Areas" (IMAP-MPA project¹), SPA/RAC is proposing the development and implementation of a "regional capacity-building programme for improving Mediterranean Marine Protected Areas (MPAs) management and ensuring their financial and socio-economic sustainability".

In this framework, a dedicated curriculum was developed and a first training course on management effectiveness and sustainable financing was carried out in February 2022, by videoconference.

A second training course is to be developed and delivered, in order to cover the socio-economic sustainability aspects of MPAs, and to provide the knowledge and tools needed, by combining theoretical training with practical experience through an innovative and gender-inclusive approach.

Section 3. General information on the training course

The training course on Socio-economic Sustainability of Mediterranean MPAs will focus on relevant technical challenges, such as ecosystem services valuation, gender equality, and defining and strengthening socio-economic sustainability of MPAs.

The training course as a whole will involve:

- The development and delivery of two trainings, specifically:
 - o A one-day training-of-trainers programme dedicated to selected participants (mentors) to enhance their leadership, communication, training and coaching skills;
 - o A five-day training workshop, including its planning, preparation, organization and evaluation (see table below in Section 5 for more details); and
- Post-training implementation activities (not part of this consultancy), which will involve the development and implementation by the participants of tailor-made projects (financially supported and supervised by SPA/RAC).

This training course will consider the gender-equity dimension during its preparation and delivery process. Ensuring that both men and women beneficiaries are invited to participate in and fully benefit from the training workshop and can attend (at convenient times and dates) is key.

Section 4. Beneficiary countries

The eligible countries are the IMAP-MPA project beneficiary countries: i.e., Algeria, Egypt, Israel, Lebanon, Libya, Morocco, and Tunisia, as well as Jordan and the State of Palestine.

¹ <http://www.rac-spa.org/node/1919>

Section 5. Indicative information on the training workshop

Title of the training course	Format and content	Objectives and means	Target audience	Participants' profile
<p>THRIVING MPAs: Training on Socio-economic Sustainability of Marine and Coastal Protected Areas</p>	<p>a. Format The training workshop will be composed of:</p> <ul style="list-style-type: none"> - Plenary sessions (theoretical part) where the trainers present the knowledge. - Working sessions (practical part) where the trainers present exercises to be done by the participants (using training modules, exercises, handouts, etc.). - Field visit (field part) where the trainers take the participants to the field to showcase and discuss issues related to the training course contents and objectives. <p>b. Content The training should cover at least the following aspects:</p> <ul style="list-style-type: none"> - Define what could be a socially sustainable MPA; - Define what could be an economically sustainable MPA; - Define a systemic approach to MPAs based on a holistic understanding of the complex environment/society/economy interlinkages; - Socio-economic role of MPAs within the ecosystem approach (socio- 	<p>a. Objectives The main objective of the training workshop is to understand the importance of the socio-economic sustainability of MPAs. Participants would be able to answer the following questions:</p> <ul style="list-style-type: none"> - What is a socially and economically sustainable MPA? - What are the social-economic gender-sensitive indicators of success for or when setting up an MPA? - Why it is important to ensure a socially and economically sustainable MPA? - When does the MPA become socially and economically sustainable? - How to ensure a socially and economically sustainable MPA? <p>b. Means/tools The training will be based on:</p> <ul style="list-style-type: none"> - Clear methodology. - Dynamic presentations. - Interactive exercises, handouts and worksheets. - Successful and failed case studies and practices from the Mediterranean and beyond. - User-friendly tools (including online tools). - Practical guidelines. - Useful references. <p>c. Expected results/outcomes</p> <ul style="list-style-type: none"> - Participants are able to identify socially and economically sustainable activities in their MPA. 	<p>Targets:</p> <ul style="list-style-type: none"> - Fishers; - Fishery association and cooperatives; - MPA managers; - Authorities; - NGOs; - Private sector; - Ministries representatives - Academics; - Women associations; - Donors; - etc. <p>Note: the composition of the selected participants will be profile-, geographically- and gender-balanced as far as possible.</p>	<ul style="list-style-type: none"> - Good knowledge of English or French. - Working in or for an established or future MPA. - Daily work includes management, fisheries, tourism or financial aspect related to the MPA.

	<p>economic-ecological interdependent aspects to be highlighted);</p> <ul style="list-style-type: none"> - Sustainable socio-economic approach applied to MPAs within the ecosystem approach; - Ecosystem-services valuation (monetary and non-monetary valuation); - Alternative income generating activities in MPAs and surrounding territories; - Gender-equity for MPA sustainability such as socio-economic activities, nature-based solutions, etc.; - Ways to change decision-makers' perception of MPAs as a natural capital investment project. 	<ul style="list-style-type: none"> - As for the socially sustainable aspect, participants are able to distinguish the socially acceptable and socially desirable. - As for the economically sustainable aspect, participants are able to distinguish the financially sustainable and economically sustainable aspects for the MPA. - Participants gain new useful knowledge and skills for daily or regular use. - Identification of potential barriers women face in participating in MPA management and respective solutions. - Local or national management units strengthened. - Management plans implementation initiated or reinforced. - Best practices developed and applied for an effective management of MPAs. - Socio-economic aspects that consider MPAs in a systemic approach are better known and relevant stakeholders further identified and engaged in MPA management and involved in decision-making processes. - Participants are able to define gender-sensitive indicators of social, economic (along with ecological which were addressed through the training course 1 of February 2022) success of MPAs and be empowered to track progress (targeted monitoring). 		
--	--	--	--	--

Section 6. Tasks and expected deliverables

In view of the preparation and organisation of the training course, experts are expected to prepare a set of materials in curricula that will be discussed with SPA/RAC in view of its validation and dissemination.

6.1. Methodology

The methodology is key for the whole process and is the basis for the development of the curricula and all the materials to be prepared and shared with the participants. It should respond to the requirements stated in the present terms of reference. It has, also, to be clearly drafted, coherent, straightforward, and comprehensive. Innovation and technology use are encouraged. It should also include a detailed timeline for the preparation of all the expected deliverables.

6.2. Training course package

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

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

6.1.1. Detailed agenda

It is expected that two agendas are elaborated for each day (one day = around 7 hours):

- The first one is the "Internal agenda": specific for the trainers and organisers, and is composed of: "Time, Activities and their objectives, Material to be used, Notes, and Responsible".
- The second one is the "Participants agenda": is an extraction of the previous one with only three items, that are: "Time, Activities and their objectives, and Material".

Worth mentioning that a dedicated session for debriefing at the end of each day is to be scheduled to reflect on the day, specify the good and challenging things faced during the delivery of the training.

6.1.2. Background documents

Based on the indicative information specified in Section 5, the curricula documents to be prepared are:

- **Workbook:** to illustrate the different elements communicated during the presentations, with more detailed information, definitions, and relevant examples and case studies.
- **Worksheets:** They should be a support material to present the exercise, its objective, any useful tips and steps. The worksheets are to be included/annexed to the workbook.
- **Handouts:** a useful concise tool for participants to better understand any introduced knowledge presented or to accompany worksheets. These are also to be included/annexed to the curricula/workbook.

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.

6.1.3. PowerPoint presentations

PowerPoint presentations are practical tools that facilitate the trainers' mission in presenting and sharing the trainings content.

6.1.4. Training workshop evaluation

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.

A detailed evaluation report is also to be prepared by the trainees, based on the analysis of the participants evaluations.

6.2. Training-of-Trainers Programme

The Training-of-Trainer's programme aims at providing further guidance to targeted participants of the training workshops, hereafter referred to as 'Mentors' (to be identified by SPA/RAC, one mentor per country).

The objective of a mentor is to support participants from the same country during the training workshop and guide them in preparing and delivering tailor-made project (post-training implementation activities) in their MPAs/countries.

The selected consulting team is asked to prepare and organise a one-day specific training for the mentors to help them enhance their communication, training and coaching skills.

The necessary working documents to be prepared should tackle:

Skill	Objective	What to be tackled
Communication skills	Learn basic communication skills related to training delivery, including public speaking	- Body language and communication - Build and convey a message - Storytelling - Gender-sensitive communication
Training skills	Learn advanced skills to manage participants to the training workshop	- Roles and responsibilities of the trainer - Skills for facilitating active learning - Understand group dynamics and team building - Gender-sensitive communication
Coaching skills	Learn some basic skills needed to coach and guide participants	- Leadership skills - Conducting successful group discussions - Conflict resolution - Gender-sensitive communication

This one-day training is to be organized back-to-back with (before) the regional training workshop. Mentors will thus be able to apply the learned skills during their contribution to the training workshop.

6.3. Post-training implementation activities (not part of this consultancy)

For information, the post-training implementation activities are an opportunity for the participants to the training workshop to prepare and deliver a tailor-made project to be implemented in their respective countries/MPAs, based on the knowledge and skills gained during the training.

SPA/RAC will closely follow up these implementation activities with the beneficiary participants of each country.

Section 7. Experts profile requirements

At least four (04) experts are needed to develop and deliver the training course with the following profile requirements:

- **Expert 1 - Team leader:** Senior training and capacity-building specialist, training programme coordinator or professional facilitator, with proven extensive experience in conducting regional training workshops, which include design, planning, organising, and facilitating. Experience in leading a team for designing and delivering training workshops is required. The team leader has to have general knowledge on Marine Protected Areas in the Mediterranean.
- **Expert 2 - Socio-economic/Gender expert:** Senior socio-economic/gender specialist, with proven experience in socio-economic aspect, fisheries or related field of MPAs and experience on integrating gender perspectives in programmes and trainings. Proven facilitation and communication skills and experience are required.

- **Expert 3 - Tourism expert:** Senior marine environment conservation expert or MPA tourism specialist, with proven experience in socio-economic aspects and preferably in tourism in MPAs. Proven facilitation and communication skills and experience are required.
- **Expert 4 - Marine environment/Nature-based solution expert:** Senior marine environment expert or nature-based solutions specialist, with proven experience in nature-based solutions for MPAs in the Mediterranean, other seas or at regional level. Proven facilitation and communication skills and experience are required.

A gender-balanced team is an asset.

Section 8. Training format

Taking into consideration the sanitary situation, two options for delivering the trainings are envisaged:

IMPORTANT: For either cases, the expected materials should be adequate for both delivery formats.

8.1. Presential workshop

The training will be a face-to-face workshop: a 5-day training workshop, including a one-day field trip. Another day is to be dedicated for the Training-of-Trainers' programme (before and back-to-back to the 5-day training). The training is expected to take place in the Gokova or Kas Kekova MPA in Turkey.

8.2. Hybrid workshop

If traveling will not be possible because of prevailing sanitary conditions in the scheduled training dates, the training will be delivered online. This format will include the equivalent of 4 days online.

Another day is to be dedicated for the Training-of-Trainers' programme (before the 4-day online training).

Noteworthy that SPA/RAC can make available a professional online platform (i.e., Zoom), which could be suitable to hold the training.

If the sanitary conditions are convenient to travel, after a presential mini-training of 1-day-and-a-half and a 1-day field trip could be scheduled.

Section 9. Language

English and French are the working languages of the training workshop.

The team of consultants should master at least one of these working languages. Mastering both languages is an asset. Knowledge of Arabic is an additional asset.

If three experts of the team master only English or only French, the 4th expert should master the other working language (either English or French). This would allow a coverage of both languages within the team, given that simultaneous translation would not be accessible at every situation of the training course.

The expected deliverables are to be delivered in one of the two languages (either French or English). These will be translated by the SPA/RAC into the other language. Simultaneous interpretation will be provided into English and French.

Section 10. Tentative calendar and potential venues

Tentative dates	Potential venue
Late October / Early November 2022	Gökova MPA or Kas Kekova – Turkey

B. ADMINISTRATIVE SPECIFICATIONS

Article 1 - Conditions for participation in the call for tenders

Are eligible for the call for consultancy, individual consultants who have proven skills and experience according to the expert profiles specified in Section 7 of the technical specifications.

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

The training team should be composed of **at least four consultants**, with a clearly identified team leader who will be the legal representative of the consultant association.

Proposing a **gender-balanced team** for the consultancy is highly recommended.

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.

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 (at least 4 years of higher education) with copies of their university diplomas, qualifications, professional experience, and **references to relevant previous works, studies and publications highlighted in bold**.
3. Documents/URL links/certificates that support the relevant references presented.
4. A detailed methodological note presenting the consultants vision for the project 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.
5. A detailed time planning schedule, organization and sequential chronogram of intervention of each expert of the team (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 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.
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 **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.

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, before **Sunday 26 June 2022, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject: **"Call for tenders n°32/2022_SPA/RAC_IMAP-MPA – Training Course on Socio-economic Sustainability of MPAs – '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: asma.kheriji@spa-rac.org; cc: souha.asmi@spa-rac.org; atef.limam@spa-rac.org; car-asp@spa-rac.org, no later than ten (10) calendar days before the deadline for the proposal submission.

Article 5 - Maximum budget available

The maximum budget available is **29,500 USD**. **Any financial offer exceeding this amount will not be considered.**

Travel and accommodation should not be included in the offer. Any possible travel and accommodation fees, needed for the accomplishment of this assignment, will be covered by SPA/RAC.

5.1. Bidder financial offer

The bidder should propose two detailed financial offers for the workshop (according to both possible delivery formats):

- Financial offer for a presential workshop, and
- Financial offer for a hybrid workshop.

Article 6 - Definition, consistency and variation of prices

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

6.1- Variation of prices

The prices of the contracts are fixed and not subject to revision.

6.2- Finality of prices

The services provided may not, under any pretext, reconsider the market prices which were agreed by him.

Article 7 - Tender validity period

Any tenderer who submitted a tender will be bound by his tender for one hundred and twenty (120) days starting from the day following the deadline fixed for receiving the offers. During that period, the prices and information proposed by the tender will be firm and non-revisable.

Article 8 - Terms of payment

Payment for the mission will be made as follows:

- **20%** of the total amount of the contract, after submission of the **deliverables of Step 1 (Inception) as indicated in Article 11**, their approval by SPA/RAC, and submission of an invoice by the contractor;
- **35%** of the total amount of the contract, after submission of the **deliverables of Step 2 (Curricula) as indicated in Article 11**, their approval by SPA/RAC, and submission of an invoice by the contractor;
- **35%** of the total amount of the contract, after submission of the **deliverables of Step 3 (Delivery) as indicated in Article 11**, their approval by SPA/RAC, and submission of an invoice by the contractor;
- **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 contractor**.

Payments shall be made to a bank account held by the contractor.

Article 9 – Evaluation procedure

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

9.1. 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 the team 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 of the team of experts.

Technical evaluation grid			
Criteria			Scoring
Expert 1 - Lead consultant <i>(Senior training and capacity building)</i>	Experience	Experience in conducting regional training workshops, which include design, planning, organising, and facilitating training workshops. Experience in leading a team for designing and delivering training workshops. General knowledge on Mediterranean MPAs, and mastery of English or French.	16 points maximum (4 points/reference + 1 additional point for a Mediterranean valid reference)

specialist, training programme coordinator or professional facilitator)		No similar studies	0 point (<i>In this case the offer is eliminated</i>)
	Diploma	Post-graduate degree in communication, biology or ecology, environmental sciences or related disciplines	2 points maximum
		University degree in the the above-mentioned disciplines	1.5 point
		No university degree	0 point (<i>In this case the offer is eliminated</i>)
Expert 2 - Socio-economic/ Gender Expert (Socio-economics, gender or fisheries expert)	Experience	Senior socio-economic/gender specialist, with proven experience in socio-economic aspects, fisheries or related field of MPAs. Experience on integrating gender perspectives in programmes and trainings. Proven facilitation and communication skills and experience.	12 points maximum (3 points/reference + 1 additional point/reference including the Mediterranean region and/or countries)
		No similar references	0 point (<i>In this case the offer is eliminated</i>)
	Diploma	Post-graduate degree in socio-economics, social sciences, environmental sciences, or related disciplines	2 points maximum
		University degree in the above-mentioned disciplines	1.5 point
		No university degree in the above-mentioned disciplines	0 point
	Expert 3 - Tourism Expert (Tourism or marine conservation expert)	Experience	Senior marine environment conservation expert or MPA tourism specialist, with proven experience on socio-economic aspects and preferably on tourism in MPAs. Proven facilitation and communication skills and experience.
No similar references			0 point (<i>In this case the offer is eliminated</i>)
Diploma		Post-graduate degree in management, planning, environmental or social sciences, or related discipline	2 points maximum
		University degree in the above-mentioned disciplines	1.5 point
		No university degree	0 point
Expert 4 - Marine environment /Nature-based solutions Expert (Nature-based solutions or marine environment expert)		Experience	Senior marine environment expert or Nature-based solution specialist, with proven experience on nature-based solution for MPAs. Proven facilitation and communication skills and experience.
	No similar references		0 point (<i>In this case the offer is eliminated</i>)
	Diploma	Post-graduate degree in management, planning, biology, ecology, environmental sciences, socio-economics, social sciences, or related disciplines	2 points maximum
		University degree in the above-mentioned disciplines	1.5 point
		No university degree in the above-mentioned disciplines	0 point
	Methodology proposed for conducting the mission, and observations/analysis on the terms of reference		Methodology clearly presented, well-developed and meets the study terms of reference and objectives (the presentation of improvements and innovations is desirable)
		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>)

Detailed time planning schedule, organization and sequential chronogram of intervention of the team experts	Planning is clearly presented, well developed and meets the study terms of reference and objectives	10 points maximum
	Planning is not developed but meets the study terms of reference and objectives	5 points
	Planning not clearly presented and does not meet the study terms of reference and objectives, Or No planning presented	0 point <i>(In this case the offer is eliminated)</i>
Total score (100 points maximum)		... points

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

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

9.1. 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 five hundred US dollars (\$ 29,500), all taxes included. Any financial offer exceeding the mentioned budgets 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:

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

9.2. 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.

Article 10 - Monitoring, control and validation of the work

The contract related to this tender will be signed with SPA/RAC.

The bidder will work under the supervision of SPA/RAC. The bidder will submit draft version of deliverables within the timeline specified in Article 11 below. The bidder will submit the final version of deliverables as indicated in Section 7 of the technical specifications.

Article 11 - Deadline for the execution of the mission

The maximum time allocated for carrying out the mission is 180 days as from the date of signature of the contract, including the deadlines for handing in the final documents and deliverables according to the following timeline:

Step	Step duration*	Step deadline	Tasks and deliverables	Tasks and deliverables deadline
Step 1: Inception	16 days	16 days after the contract signature	Kick-off meeting	8 days after the contract signature
			Reviewed methodology	8 days after the kick-off meeting
Step 2: Curricula	84 days	100 days after the contract signature	Detailed agenda	40 days after the validation of the reviewed methodology
			-Background documents, including the workbook, worksheets, handouts, and evaluation sheets; and -Working documents for the Training-of-Trainers programme	30 days after the validation of the detailed agenda
			PowerPoint presentations	14 days after the submission of the background and working documents
Step 3: Delivery	80 days	180 days after the contract signature	Facilitation of the Training-of-Trainers workshop and the training workshop	50 days after the submission of the background and working documents
			Training evaluation report	30 days after the end of the training workshops

***Total duration of the three Steps (Step 1: 16 days; Step 2: 84 days; Step 3: 80 days) should correspond to the total duration of the contract (i.e. 180 days).**

Article 12 - Penalty

In the absence of completion by the tenderer of the services at his charge within the contractual deadlines envisaged in Article 10 (Deadline for the execution of the mission), it will be applied as of right and without notice, a penalty of one three hundredth (1/300) of the total amount of the contract 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. When this limit is reached, SPA/RAC reserves the right to terminate the contract at the service provider's fault, in accordance with Article 18 (Cancellation conditions), and without that the service provider can raise disputes or claim any compensation.

Article 13 - 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 14 - 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 team assigned to the mission covered by this contract who contravenes the aforementioned obligation of professional secrecy would expose himself to legal proceedings.

Article 15 - 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 16 - 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 17 - 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 18 - 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 11 (Deadline for the execution of the mission);
- b. in the case described in the Article 12 (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 19 - Conflict of interests

19.1. 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.

19.2. 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 20 - 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 6 tasks and expected deliverables of the technical specifications, and Article 11 (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 certificate will only be delivered once the service provider has fulfilled all his obligations resulting from section 6 (Tasks and expected deliverables) of the "Technical Specifications" and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX N°1

SUBMISSION LETTER

I, the undersigned (Director) of
.....recorded in the commercial register onunder 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 (.....) 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 a 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 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 ofUnder 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	Step 1		Step 2		Step 3		Total steps (1+2+3)	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
Fees									
Project manager / Expert 1									
Expert 2									
Expert 3									
Expert 4									
Other costs									
Travel and accommodation									
Other costs necessary for the proper execution of the present consultancy									
Sub-total/Step									

Amount of bid, is fixed at the sum of

In, on
 (Signature and official stamp of bidder)