Formalized procedure to tender for Direction of Project Services for QARIB project - Based in Amman

Invitation to tender launched in an open tender procedure in accordance with Article 1° art R. 2124-2¹ of French Public Procurement Code

TECHNICAL AND ADMINISTRATIVE SPECIFICATIONS

Document no. 1
Main French Public Procurement Code articles mentioned in this invitation to tender are detailed in Annex 1.
1. **About CFI and the QARIB program:**

A subsidiary of the France Medias Monde group, CFI, the French media cooperation agency, supported by the French Ministry of Europe and Foreign Affairs, is in charge of the coordination and implementation of public aid policy to promote and enhance media in developing countries. CFI is currently involved in around thirty projects that fall within three major programs: media and governance, media and development, and media and enterprise.

The QARIB program is a regional initiative focused on Lebanon, Jordan, Palestinian territories and Iraq. Funded by AFD (*Agence Française de Développement* - French Development Agency) and implemented by CFI, this program will run from 2020 to 2024.

The QARIB program aims to help the media and citizens reconnect with each other, and is structured around five key components:

- Promoting the production of journalistic content that is close to citizens’ concerns (environment, health, education, justice, gender equality, economy, etc.);
- Increasing citizens’ trust in the media (combating fake news, media literacy);
- Making the media more independent economically;
- Developing synergies and networks between the media and journalists in the region;
- Stimulating public debate on the role, methods and place of the media in society.

The program will be rolled out by a CFI project team based in Jordan, who will be supported by partners and service providers in the region and liaise with AFD agencies in the area, including the Regional Directorate based in Lebanon.

2. **Tasks and responsibilities:**

CFI needs an operator to provide specific services of direction of Project for the duration of the regional project, until December 31, 2024, being carried out in Iraq, Jordan, Lebanon and Palestinian territories, the aim of which is to encourage social cohesion and the inclusion of citizens, in particular women, in society and public debate through improved media coverage.

The operator will be reporting to the Direction of the CFI Department for the Mediterranean Region and Asia and will manage the five-person project team on the ground.

The position is based in Amman (Jordan).
Service description:

- Strategic management
  o Developing the strategy for implementing the project using the existing plan of action;
  o With the support of the CFI project manager, representing CFI so as to guarantee the follow-up of the project, maintain relationships with local authorities, AFD agencies, embassies and the project service providers and to report to the CFI Department for the Mediterranean Region and Asia;
  o Applying and ensuring that others apply the principles and mechanisms established for the program, in terms of ethics, transparency and compliance;
  o Ensuring the correct implementation of the rules of visibility and implementing the communication/visibility plan.

- Operational supervision
  o Team management: coordinating, organizing and leading the tasks and the workload for the entire project team;
  o Planning the schedule of activities and ensuring those activities are implemented in a compliant and consistent manner, in particular with regard to coordination between the regional action plan and the national action plans;
  o Contributing to the preparation of competitive procedures (drawing up terms of reference), to the selection of service providers and to the outcome of calls for tenders in accordance with the Procurement Plan established for the project;
  o In conjunction with the CFI financial manager and project manager, contributing to the monitoring of contracts with the various service providers in close collaboration with the administrative officer; Ensuring good coordination of activities between the different service providers and the various participants involved in the project;
  o Together with the project leader, initiating the identification of the beneficiaries.

- Contribution to monitoring and evaluation
  o Contributing to developing M&E mechanism tools using;
  o Providing information for the M&E mechanism tools, in particular, by collection information from lessons learnt;
  o Ensuring the quality of the program results and the efficiency of the resources deployed to achieve those results;
  o Monitoring all risks identified across the program and analyzing their effects on the program;
o Contributing to the good financial management of expenses incurred throughout the project both in France and on the ground, in close collaboration with the administrative officer at headquarters;

o Contributing to leading project governance bodies, in particular by providing secretarial services for the monitoring committees;

o In conjunction with the CFI financial manager and project manager, preparing (interim and final) narrative reports and finalizing them in conjunction with headquarters;

o Contributing to the preparation and performance of the annual external financial audits in close collaboration with the administrative officer.

3. Experiences and Competences:

The operator must have proven experience in managing an international development project, preferably in the Arab world.

The operator must have at least 15 years’ experience in this area, with at least eight of those years spent in positions of responsibility, from which the operator must have gained excellent knowledge of the mechanisms and procedures involved in Official Development Aid (AFD or EU in particular).

Skills and experiences
- Project management;
- Managing multicultural teams;
- Monitoring/evaluation, accountability and learning;
- Knowledge of the governance sector, possibly including the fields of media and journalism;
- Experience in precarious security or post-conflict settings;
- Leadership and strategic vision;
- Analysis and synthesis skills;
- Organizational skills, discipline, independence;
- Communication and representation skills.
- Intervenants having higher education Bac+5/Master’s level or equivalent.

Languages spoken by the intervenants of the operator: English essential, French highly preferable, Arabic desirable.

4. Conditions

Based in Amman, the operator will travel throughout the countries covered by the project (Lebanon, Jordan, Iraq and Palestinian territories) at least twice a month to follow up with service providers, AFD agencies, diplomatic posts and authorities.
The operator will also travel to the CFI headquarters at least twice a year, in particular when preparing reports and organizing steering committees.

Type of contract: Public contract of services
Targeted candidates: Service’s operators.

The contract will be signed for 1 year, automatically renewed on a yearly basis up to the end of the project (December 31, 2024). The last year contract will be linked to the end of the project and may therefore be shorter than one full year, by December 31, 2024.

5. Termination, collateral and transfer of the contract:

5.1. Receivership or compulsory liquidation:
The Parties agree, in the event that the operator goes into receivership or compulsory liquidation, the contract shall be terminated ipso jure after a period of one month from the date of a letter sent by registered post with acknowledgement of receipt.

This shall not entitle the operator to any compensation.

If it is established that there is a risk that the operator’s business may be liquidated, the operator shall take all necessary steps to provide CFI with the computer codes required for operation of the equipment and software supplied, and all documents related to the project, as well as any developments that may have been made in accordance with the guarantee of future-proofing.

5.2. Termination of the contract:
Without prejudice of the right, for CFI, to terminate the contract for reasons of public interest, in the event of a breach of contract by the operator, CFI will be fully within its rights to terminate the contract, fifteen (15) clear days after sending a registered letter with acknowledgement of receipt, without prejudice to any action that may be taken for damages.

CFI may provide for the performance of the service at the service provider's expense and risk, either in the event of non-performance by the latter of a service that, due to its nature, cannot be delayed, or after formal notice has been given by registered letter with acknowledgement of receipt to provide the service within eight (8) days and this has proved unsuccessful. Any increase in expenses in relation to market prices resulting from performance of the services at the service provider's expense and risk shall be borne by the service provider.
5.3. **Collateral and transfer of contract:**
No transfer of the contract is authorized.

6. **Legal disputes:**

Except in the event of interim proceedings, the parties undertake to seek an amicable solution in the event of any legal dispute or disagreement between them before considering referring the case to a court of any kind.

To this end, any disagreement between the operator and CFI must be the subject of a complaint report drawn up by the parties, which must be communicated within thirty days from the date on which the disagreement arose.

The parties shall then have two (2) months in which to respond to this complaint. If the disagreement persists after this amicable procedure, the parties may commence litigation.

The contract concluded between CFI and the operator shall be subject to the provisions of French public law.

The language of this contract is English. Any translation is provided for information purposes only and has no contractual value. In the event of any conflict between the two versions, only the English version of the contract documents shall prevail.

Any dispute relating to the implementation or breach of the contract shall be referred to an ordinary judge and more specifically to the *Tribunal judiciaire de Nanterre*.

7. **OWNERSHIP AND CONFIDENTIALITY**

7.1. **Ownership of the results**

CFI shall have complete control of the study results from the point at which full payment is made for each phase of the service. CFI may use them as it sees fit within the context of its mandate and its activities. The candidate shall not report the study results or use them in any way without obtaining the advance written permission of CFI.

7.2. **Confidentiality**

CFI is the owner of all technical, administrative, financial and legal documents that it supplies during the bidding process, with the exception of information that was distributed to the public before these documents were supplied and/or that has officially fallen into the public domain.

Any reproduction, exploitation, use or representation in any form or using any medium is strictly prohibited (French Intellectual Property Code). Nevertheless, in order to comply with requirements in terms of the number of copies of documents to be supplied, the candidate may reproduce these documents as many times as necessary, on the explicit condition that
these are strictly for internal use.

Information that is liable to be brought to the attention of candidates during the process of this invitation to tender shall be provided solely in order to enable them to submit a tender.

The candidates agree not to disclose this information by any means, nor to use it to their advantage.

The candidate therefore undertakes, with regard to all information communicated by CFI, with the exception of information that was distributed to the public before this communication and/or that has officially fallen into the public domain:
- Not to communicate, disclose or reveal to third parties any information communicated by CFI, whatever the content of this information;
- Not to use, either directly or indirectly, any information communicated by CFI, whatever the content of this information;
- Not to communicate, disclose, reveal, use, exploit or market, either directly or indirectly, the documents, methods, tools, know-how, manufacturing secrets or processes communicated by CFI;
- To return all documents that have been supplied to it by CFI upon conclusion of this bidding process;
- To ensure that its staff comply with this confidentiality clause;
- To ensure that its advisers comply with this confidentiality clause if they have access to the information and/or documents supplied.

In the same way, CFI may use documents supplied by the candidates only within the context of its mandate and its activities. This confidentiality obligation shall apply indefinitely.

7.3. Guarantees

The service provider declares that it has the rights to operate the services that are the object of this contract, with no restrictions or reservations.

The service provider shall guarantee CFI against any appeal or action that any person or company that has been involved directly or indirectly in the provision of the services could take on any grounds in connection with CFI’s exercising of its rights.

The service provider shall guarantee CFI against any appeal or action that may be taken by natural persons or legal entities that have not been involved in production or implementation but that believe they have rights of any kind that they can assert over all or part of the services or their operation by CFI.

The service provider undertakes to provide the services to be provided and in the event that he is designated as the contractor, the service provider undertakes to provide an insurance certificate covering the services ordered.