



CALL FOR CONSULTANCY N°43/2022_SPA/RAC

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

Evaluation and updating of the Mediterranean Action Plan for the Conservation of Marine and Coastal Bird Species listed in Annex II of the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean

TECHNICAL SPECIFICATIONS

A- BACKGROUND

The Contracting Parties to the Barcelona Convention, within the framework of the Mediterranean Action Plan, give priority to the conservation of the marine environment and to the components of its biological diversity. This was confirmed by the adoption of the new 1995 Barcelona Convention Protocol Concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) and of its annexes, among them a list of endangered or threatened species.

The Protocol sets out very detailed requirements for endangered or threatened species listed in Annex II and III to the Protocol.

Elaborating and implementing action plans to conserve one species or group of species is an effective way of guiding, coordinating, and strengthening the efforts that the Mediterranean countries are making to safeguard the natural heritage of the region.

Although they do not have a binding legal character, these action plans were adopted by the Contracting Parties as regional strategies setting priorities and activities to be undertaken. In particular, they call for greater solidarity between the States of the region, and for co-ordination of efforts to protect the species in question. This approach has been proved to be necessary to ensure conservation and sustainable management of the concerned species in every Mediterranean area of their distribution.

The Mediterranean Countries adopted 9 regional Action Plans or Strategy:

1. Regional strategy for the conservation of Monk Seal in the Mediterranean
2. Action Plan for the conservation of marine turtles in the Mediterranean
3. Action Plan for the conservation of cetaceans in the Mediterranean
4. Action Plan for the conservation of marine vegetation in the Mediterranean
5. Action Plan for the conservation of bird species listed in annex II of the SPA/BD Protocol
6. Action Plan for the conservation of cartilaginous fishes (Chondrichthyans) in the Mediterranean Sea
7. Action Plan concerning species introduction and invasive species
8. Action Plan for the conservation of the coralligenous and other calcareous bi-concretions in the Mediterranean Sea
9. Action Plan for the conservation of habitats and species associated with seamounts, underwater caves and canyons, aphotic hard beds and chemo-synthetic phenomena in the Mediterranean Sea (Dark habitats Action Plan)

These Action Plans constitute midterm regional strategies that should be updated each five-year based on an evaluation of their implementation at regional and national levels.

For the biennium 2022-2023, the Contracting Parties to Barcelona Convention requested SPA/RAC during the CoP 22 (Antalya, Turkey, 7-10 December 2021) to update the following Action Plans:

- The Action Plan for the conservation of bird species listed in Annex II of the SPA/BD Protocol in the Mediterranean based on its implementation progress at

national and regional levels, and to suggest adjustments to its implementation timetable to maintain them in favourable status of conservation,

- The Action Plan concerning species introduction and invasive species in the Mediterranean Sea to address the impact, on biodiversity and ecosystem integrity, of non-indigenous species and invasive non-indigenous species,

B- OBJECTIVE AND SCOPE

The objectives of the consultancy are to:

1. Prepare an assessment report on the implementation the Action Plan for the conservation of bird species listed in Annex II of the SPA/BD Protocol in the Mediterranean, that will be presented as information document to the 16th SPA/BD thematic Focal Points meeting (scheduled for May 2023)
2. Propose a draft updating of the Action Plan for the conservation of bird species listed in Annex II of the SPA/BD Protocol in the Mediterranean that will be presented and reviewed by the 16th SPA/BD thematic Focal Points meeting (scheduled for May 2023) in view to be submitted to the governing bodies of the Barcelona Convention (MAP Focal Points meeting and CoP23) for adoption.

The updating should consider the MAP/Barcelona Convention ecological objectives and associated Good Environmental Status and targets, the post 2020 SAP BIO as well as the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast (IMAP) and Related Assessment Criteria.

C- TASKS TO BE UNDERTAKEN

The updating of the Action Plan should be carried out in participatory and consultative way.

The consultant (s) has (ve) to prepare a **desk review** of relevant existing documents through a compilation of resources materials (e.g. grey and published literature, SPA/RAC progress reports, strategic documents , CoPs Decisions.....)

Based on this desk review, a **prefilled questionnaire** with existing data will be prepared **for each Mediterranean country** as well as for regional institutions and Convention's Secretariats, Associates and Partners of the Action Plan.

The prefilled questionnaire will be sent back to SPA/RAC, who will share it with its focal points and regional institutions and Convention's Secretariats, Associates and Partners of the Action Plans and network of SPA/RAC experts for comments or completion of missing information.

The evaluation questionnaire must consider the online reporting format of the Barcelona Convention (IG.23/1, CoP20, 2017).

The **assessment report on the Status of implementation for the Action Plan** will be based on the desk review and the completed questionnaires.

The update of the Action plan will take into account the findings and recommendations of the **assessment report on the Status of implementation for the Action Plan**.

D-KEY DELIVERABLES

1. A desk review report
2. Prefilled questionnaire with existing data will be prepared for each Mediterranean country and for regional institutions and Convention's Secretariats, Associates and Partners of the Action Plan
3. An assesment report on the Status of implementation of the Action Plan for the conservation of bird species listed in Annex II of the SPA/BD Protocol in the Mediterranean
4. A Draft updated of the Action Plan for the conservation of bird species listed in Annex II of the SPA/BD Protocol in the Mediterranean

The applicants should be aware that the work could be conducted in both languages English and French (consultation, survey, online meetings, etc.). The final assessments and draft updating of the Action Plan should be presented in one of these languages.

E-SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC programme officer (Species Programme officer) and the overall supervision of the SPA/RAC Director.

This is mainly a desk-based assignment. No missions are envisaged. Her/his participation to the 16th SPA/BD thematic Focal Point meeting (scheduled in Mai 2023) will be decided if necessary. If decided, her/his participation to this meeting will be paid by SPA/RAC.

The consultant will be expected to make imaginative use of online networking, questionnaires, surveys, etc. to obtain the required information and conduct needed consultations.

F- TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The time duration of this contract is four months starting from the date of its signature. The contract deliverables and timeline of their submission should be carried out in conformity to the following table:

Deliverables	Deliverable duration	Deadlines	
<i>Deliverable 1:</i> Elaboration of the desk review of relevant existing documents and materials (Word format)	Desk review of relevant existing documents through a compilation of resources materials (e.g. grey and published literature, SPA/RAC progress reports, strategic documents , CoPs Decisions.....)	10 days	Twenty five days after the contract signature

<p><u>Deliverable 2:</u> Finalisation of the Pre-filled questionnaire with each Mediterranean country and with regional institutions and Convention's Secretariats, Associates and Partners of the Action Plan (word document/online version)</p>	<p>Based on this desk review, a prefilled questionnaire with existing data will be prepared for each Mediterranean country as well as for regional institutions and Convention's Secretariats, Associates and Partners of the Action Plan</p>	<p>10 days</p>	<p>One month and ten days after the contract signature</p>
<p><u>Deliverable 3:</u> Elaboration of the assesment report on the <u>Status of implementation</u> of the Action Plan (word document)</p>	<p>The assesment report on the Status of implementation for the Action Plan will be based on the desk review and the completed questionnaires.</p>	<p>10 days</p>	<p>two months after the contract signature</p>
<p><u>Deliverable 4:</u> First Draft of the updated Action Plan (word document)</p>	<p>The first draft of the updated Action plan will take into account the finding and the recommendations of the assesment report on the <u>Status of implementation</u> of the Action Plan</p>	<p>10 days</p>	<p>Three months after the contract signature</p>
<p><u>Deliverable 5</u> Second draft of the updated Action plan_(word document)</p>	<p>The second draft of the updated Action plan will take into account the comments or suggestions received following the dissemination of the first draft among the FPs</p>	<p>5 days</p>	<p>3 months and twenty days after the contract signature</p>

G-SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultants are expected to have the following skills and expertise:

- Advanced degrees (Master's degree at least) in environmental marine sciences, conservation of threatened and endangered marine and coastal species, in particular marine and coastal Bird Species.
- A minimum of five (5) years' experience in conducting conservation activities in marine environment of threatened and endangered species and habitats
- Excellent knowledge of global, regional and national requirements for the conservation of species and habitats, notably in the Mediterranean
- Excellent writing and communication skills in English or in French; Arabic would be an advantage.
- Strong interpersonal skills and the ability to communicate and work well with diverse people.

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 45 effective working days (WD). They are estimated as follows:

Deliverable 1: 10 days

Deliverable 2: 10 days

Deliverable 3: 10 days

Deliverable 4: 10 days

Deliverable 5: 5 days

2.1. Technical offer

It must contain:

For individual consultant(s):

1. A cover letter outlining the consultant's suitability for the job. Personal CV indicating educational background (including a copy of higher education degrees) as well as all experience in the field of monitoring and conservation of threatened and endangered marine and coastal species, in particular marine and coastal Bird Species as well as the references regarding similar studies and reference

If a second expert is proposed, the same documents and information should be provided.

1. A detailed methodological note on how the consultant intends to approach and implement the assignment.
2. 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 in the in the field of marine science studies and/or environmental conservation with a focus on monitoring and conservation of threatened and endangered marine and coastal species, in particular marine and coastal Bird Species

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 **23 September 2022 11:59 pm UTC+1 (Tunis Time)**.

E-mails should have the following subject:

CALL FOR CONSULTANCY N°43/2022_SPA/RAC

“Evaluation and updating of the Mediterranean Action Plan for the Conservation of Marine and Coastal Bird Species listed in Annex II of the Protocol concerning Specially Protected

Areas and Biological Diversity in the Mediterranean
- 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: Lobna.bennakhla@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 25 % 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 45 % will be paid upon submission of the deliverables 3 and 4, after the review and approval of SPA/RAC;
3. The 3rd instalment of 20% will be paid upon submission of the deliverable 5, after the review and approval of SPA/RAC
4. The 4th 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 on monitoring and conservation of threatened and endangered marine and coastal species, in particular marine and coastal Bird Species.	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	
Lead consultant	Experience	Relevant experience on monitoring and conservation of threatened and endangered marine and coastal species, in particular marine and coastal Bird Species.	40 points maximum (12 points+ 2 additional points/study in the Mediterranean)	25 points maximum (6 points/similar study + 2 additional points/study in the Mediterranean)	60 points Maximum (15 points / study+ 2 additional points/study in the Mediterranean)	45 points Maximum (12 points / study+ 2 additional points/study in the Mediterranean)
		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, oceanography or equivalent field;	5 points maximum	5 points maximum	5 points maximum	5 points maximum
		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 on monitoring and conservation of threatened and endangered marine and coastal species, in particular marine	N/A	10 points maximum (4 points/ study + 2 additional	N/A

		and coastal Bird Species.		points/study in the Mediterranean)		points/study in the Mediterranean)
		No similar study	N/A	0 point	N/A	0 point
	Diploma	Post-graduate university degree in marine biodiversity/ environment, environmental assessment, 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 intervention of the team	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
		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	<u>10 points maximum</u>		<u>10 points maximum</u>	
		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
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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 signaled 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 ofAll Taxes Included (ATI).

(Signature and official stamp of the bidder)

