CALL FOR CONSULTANCY

Call for consultancy N°38/2022_SPA/RAC_MTF

Elaboration of the content of a Synthesis Booklet on the Post-2020 SAPBIO, in support of its fundraising strategy

Published on 1 July 2022 & Updated* on 7 July 2022

* The update is made in Article 3 (Submission) of the Administrative Specifications and is related to the deadline for the submission of offers that changed from Tuesday 12 July to Sunday 17 July 2022.

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

I- CONTEXT AND JUSTIFICATION

I.1. The Post-2020 SAPBIO

The Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in the Mediterranean Region (Post-2020 SAPBIO) is resulting from a long bottom-up process of national, sub-regional and regional consultations, run during the 2020-2021 period, involving the Contracting Parties to the Barcelona Convention and their respective national stakeholders, as well as key intergovernmental, non-governmental and other relevant regional and international organizations.

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was the body entrusted with the coordination of the process of elaboration of the Post-2020 SAPBIO on behalf of the United Nations Environment Programme / Mediterranean Action Plan (UNEP/MAP) - Barcelona Convention Secretariat.

The Post-2020 SAPBIO provides a logical framework for the conservation of the Mediterranean marine and coastal biodiversity, within the context of sustainable use of marine and coastal resources, as a renovated environmental governance tool for the further implementation of the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol), adopted in 1995 and entered into force in December 1999. The Post-2020 SAPBIO replaces a previous SAPBIO strategy adopted by the Contracting Parties in 2003.

The Post-2020 SAPBIO is aligned with the Sustainable Development Goals (SDGs) and harmonized with the Post-2020 Global Biodiversity Framework of the Convention on Biological Diversity (CBD), through the optic of the Mediterranean context. It includes principles, approaches, measures, targets, timetables and priorities for action, as well as a priority list for intervention to be implemented by or in coordination with the Contracting Parties, and relevant international and regional partners in the Mediterranean region.

The countries’ inputs to the Post-2020 SAPBIO have been analysed and 42 Actions were identified at national, sub-regional and regional levels for the conservation of the Mediterranean marine ecosystems and species, as well as for the implementation of sustainable marine and coastal activities including fisheries from an ecosystem-based approach view.

The Post-2020 SAPBIO has been elaborated through a bottom-up collaborative and inclusive approach at national, sub-regional and regional levels:

i. National processes involving national stakeholders in order to identify the needs, priorities and orientations in favour of the Mediterranean marine and coastal biodiversity beyond 2020.

ii. Sub-regional level consultations to identify similarities, shared issues, priorities and possible synergies among neighbouring countries.

iii. The regional level consultations involving the SAPBIO National Correspondents (representatives of the Contracting Parties) and SAPBIO Advisory Committee which is made of representatives of most relevant international and regional organizations and providing a platform for consultation at all the stages of the elaboration and allowing a better harmonization and integration at regional and global levels.

The Post-2020 SAPBIO was adopted by the Barcelona Convention’s Contracting Parties at their 22nd ordinary meeting (COP 22) held in Antalya, Türkiye, on 7-10 December 2021.

While bringing a high level of ambition, the Post-2020 SAPBIO is action-oriented and made of activities tailored towards realistic objectives that countries could reasonably achieve with the assistance of relevant international and regional organizations and the support of donors and funding agencies.

The Post-2020 SAPBIO will be the overall umbrella of all thematic strategies and action plans adopted in the framework of the SPA/BD Protocol, including the Post-2020 Regional Strategy for Marine and
Coastal Protected Areas (MCPAs) and Other Effective area-based Conservation Measures (OECMs) in the Mediterranean, and the regional action plans for the conservation of endangered species and vulnerable habitats.

The Post-2020 SAPBIO will be also one of the strongest regional UNEP/MAP tools ensuring synergies between the Barcelona Convention and the General Fisheries Commission for the Mediterranean (GFCM) of the United Nations Food and Agriculture Organization (FAO), for the implementation of the GFCM 2030 Strategy for sustainable fisheries and aquaculture in the Mediterranean.

The implementation of the Post-2020 SAPBIO will enlarge and strengthen the national and regional partnership established across the Mediterranean while implementing the MAVA-funded projects (underway until October 2022); A partnership that has achieved good results in relation with the main MAVA strategies and priorities, that focused on the coastal and island wetlands, seagrass, high trophic level fish, cultural landscapes and priority species identified for the Mediterranean region.

Furthermore, the Post-2020 SAPBIO being one of the UNEP/MAP - Barcelona Convention implementation instruments, it will be implemented in full harmony with the other UNEP/MAP - Barcelona Convention strategies, programmes and activities which are relevant not only for the achievement of the Good Environmental Status (GES) of the Mediterranean sea and coast, but also for the implementation of the 2030 Agenda for Sustainable Development and its related SDGs. In this context, the Post-2020 SAPBIO will be implemented in synergy with the UNEP/MAP Medium-Term Strategies (e.g. The UNEP/MAP Medium Term Strategy 2022-2027) and will hence take in full account the biodiversity-related MAP Ecological Objectives (EOs), GES targets and its Integrated Monitoring and Assessment Programme (IMAP), as well as the Mediterranean Strategy for Sustainable Development (MSSD) 2016-2025.

I.2. The Post-2020 Regional Strategy for MCPAs and OECMs in the Mediterranean

SPA/RAC was also entrusted by the Contracting Parties to the Barcelona Convention to elaborate, during the period 2020-2021, an ambitious and transformational Post-2020 Regional Strategy for Marine and Coastal Protected Areas (MCPAs) and Other Effective area-based Conservation Measures (OECMs) in the Mediterranean, in line with the Post-2020 Global Biodiversity Framework and other regional and global processes. Such strategy was developed under the coordination of SPA/RAC, the technical guidance of the Ad hoc Group of Experts for Marine Protected Areas in the Mediterranean (AGEM), and in consultation with the Contracting Parties and the relevant regional and international organizations active in the Mediterranean.

The Post-2020 Strategy for MCPAs and OECMs is built around 5 strategic pillars: (i) governance, (ii) Marine and coastal protected areas (MCPA) network expansion, (iii) OECMs, (iv) management effectiveness, and (v) government and stakeholder action and support. Under each pillar, a clear strategic outcome, with corresponding outputs and proposed key actions (at national and international levels) has been identified.

Like the Post-2020 SAPBIO, the Post-2020 Strategy for MCPAs and OECMs was adopted by the Barcelona Convention COP 22 held on 7-10 December 2021, in Antalya, Türkiye.

In this context, COP 22 called upon the Contracting Parties to take effective measures to implement the Post-2020 Regional Strategy, thus enhancing the implementation of the SPA/BD Protocol in the Mediterranean region; and requested SPA/RAC, in coordination with other regional and international organizations, to support the Contracting Parties with technical and, where possible, financial assistance to undertake the activities indicated in the Post-2020 Regional Strategy with the aim to effectively achieve its strategic outcomes and targets.
II- OBJECTIVE

It is clear from the above that ensuring a sustainable financial support has a capital importance for a realistic operational implementation of the Post-2020 SAPBIO supported by the Post-2020 Regional Strategy for MCPAs and OECMs. To this end, SPA/RAC launched a process for the development of a fundraising strategy for marine and coastal biodiversity conservation in the Mediterranean, based on the Post-2020 SAPBIO and Post-2020 Regional Strategy for MCPAs and OECMs, for the period 2022-2030 and beyond, and to elaborate support documentation for preliminary contacts with potential donors.

In order to support this fundraising strategy process, it was decided to develop a synthesis booklet on the Post-2020 SAPBIO allowing, donors, decision-makers and international organisations to fully grasp the scope, contents, objectives and targets of the Post-2020 SAPBIO, supported by the Post-2020 Regional Strategy for MCPAs and OECMs, in a quick and efficient manner.

**Overall Objective:** Elaborate the texts of a synthesis booklet on the Post-2020 SAPBIO, supported by the Post-2020 Regional Strategy for MCPAs and OECMs, to be used as support for the fundraising strategy and other suitable opportunities.

III- TASKS TO BE UNDERTAKEN

The consultancy work to elaborate the Post-2020 SAPBIO synthesis booklet texts to be used as support for the fundraising strategy will need to focus on two following complementary tasks:

- **Specific Task 1:** Prepare texts, tables, convenient graphics and other illustrative means needed for the edition and printing of a synthesis booklet on the Post-2020 SAPBIO. These contents should describe the main items of the Post-2020 SAPBIO, and specifically regarding its 42 identified actions, including those targeting area-based conservation and monitoring, as specifically detailed in the Post-2020 Regional Strategy for MCPAs and OECMs and the Ecosystem Approach/IMAP process agenda. The document should make reference to key links with current relevant regional and international policies, e.g., UN SDGs, CBD Post-2020 GBF, EU Green Deal, etc., and highlight the benefits that a donor can receive or value in return of supporting the Post-2020 SAPBIO full and timely implementation in the Mediterranean.

- **Specific Task 2:** Maintain fluent contact with the SPA/RAC technical team and communication assistant, to aiding accommodate the work being prepared to the design of the booklet, in order to adapt it to the document layout needs (e.g., needed tables, flash phrases to be included in the laid-out document, comments on images or graphics).

IV- EXPECTED DELIVERABLES

The expected deliverable is the full content (except pictures) of a synthesis booklet on the Post-2020 SAPBIO to be used as outreach, easy handling tool and support for a fundraising strategy.

The contents should be written in fluent and easy-to-read English.

The length of the booklet content should be around 16-20 pages, including graphics and tables.

V- DEADLINE AND NUMBER OF WORKING DAYS

The deadline for the full completion of this task is 15 September 2022.

Estimated total consultancy working days: 10 working days.

Estimated cost and maximum available budget: 3,700 USD (MTF, Budget line: 5.2.5).
ADMINISTRATIVE SPECIFICATIONS

Article 1 – Conditions for participation in the call for tenders

Are eligible for the call for consultancy, individual consultants who have:
- experience in marine and coastal biodiversity conservation and natural resource management;
- and
demonstrated skills in synthetic writing in English

For the needs of the present call for consultancy, the mobilisation of one (01) consultant is required.

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 3 separate files).

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 consultant suitability for the job.
2. A curriculum vitae (CV) including education background (at least 4 years of higher education) with copies of university diplomas, qualifications, professional experience, and references to relevant previous similar works, studies and publications highlighted in bold.
3. Documents/URL links/certificates that support the relevant references presented.
4. A brief methodological note presenting with clarity and precision the organization and work management, procedure, tools, tasks to accomplish, and comments on the terms of reference, if needed.
5. A time planning schedule.

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 tasks and deliverables, and including, but not limited to the consultant’s fees and any necessary equipment and/or supplies.

The financial offer should also include:

Article 3 – Submission

Offers must be received electronically at the following e-mail address: car-asp@spa-rac.org, before Sunday 17 July 2022, at 23:59 UTC+1 (Tunis Time).

E-mails should have the following subject: “Call for consultancy n°38/2022_SPA/RAC_MTF – Post-2020 SAPBIO Synthesis Booklet – ‘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: daniel.cebrrian@spa-rac.org; souha.asmi@spa-rac.org; saba.guellouz@spa-rac.org, cc: 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 3,700 USD all taxes included. Any financial offer exceeding this amount will not be considered.

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:
- **60% of the total amount of the contract**, after submission of the draft version of all the deliverables (as indicated in sections III and IV of the Technical Specifications) and submission of an invoice by the contractor;
- **40% (the balance) of the total amount of the contract**, after the completion of the work, submission of the final version of all the deliverables (as indicated in sections III and IV of the Technical Specifications), their approval by SPA/RAC, and submission of an invoice by the contractor. This payment is also conditioned by a certificate from SPA/RAC attesting that the consultant 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) The consultant's profile (experience, references and diploma) in relation to the subject of the present mission;
(ii) The methodology proposed for conducting the mission;
(iii) The time planning schedule.

<table>
<thead>
<tr>
<th>Technical evaluation grid</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Criteria</td>
<td>Scoring</td>
</tr>
<tr>
<td><strong>Experience</strong></td>
<td><strong>Experience in synthetic writing in English on topics related to marine and coastal biodiversity conservation and natural resource management.</strong></td>
</tr>
<tr>
<td><strong>Diploma</strong></td>
<td><strong>Postgraduate degree biology, ecology, environmental sciences, communication or related disciplines</strong></td>
</tr>
</tbody>
</table>

In this case the offer is eliminated.
<table>
<thead>
<tr>
<th>synthetic writing)</th>
<th>University degree in the above-mentioned disciplines</th>
<th>5 points</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No university degree</td>
<td>0 point <em>(In this case the offer is eliminated)</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Methodology proposed for conducting the mission</th>
<th>Methodology clearly presented, well-developed and meets the study terms of reference and objectives <em>(the presentation of improvements and innovations is desirable)</em></th>
<th>30 points maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives</td>
<td>25 points</td>
</tr>
<tr>
<td></td>
<td>Methodology not developed but meets the study terms of reference and objectives</td>
<td>15 points</td>
</tr>
<tr>
<td></td>
<td>Methodology not clearly presented and does not meet the study terms of reference and objectives, Or No methodology presented</td>
<td>0 point <em>(In this case the offer is eliminated)</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time planning schedule</th>
<th>Planning is clearly presented, well developed and meets the study terms of reference and objectives</th>
<th>10 points maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Planning is not developed but meets the study terms of reference and objectives</td>
<td>5 points</td>
</tr>
<tr>
<td></td>
<td>Planning not clearly presented and does not meet the study terms of reference and objectives, Or No planning presented</td>
<td>0 point <em>(In this case the offer is eliminated)</em></td>
</tr>
</tbody>
</table>

| 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.

**9.2. Financial evaluation**

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

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

A maximum budget of three thousand and seven hundred US dollars (3,700 USD), 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:

\[
\text{Financial score} = \left(\frac{\text{amount of the lowest accepted offer}}{\text{amount of the considered offer}}\right) \times 100
\]
9.3. 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 the consultant.

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 a draft version of the deliverables within the timeline specified in Article 11 below. The bidder will submit the final version of the deliverables as indicated in sections III and IV of the Technical Specifications.

Article 11 – Deadline for the execution of the mission

The maximum time allocated for carrying out the mission is 56 days (9 weeks) as from the date of signature of the contract, including the deadlines for handing in the final deliverables according to the following timeline:

<table>
<thead>
<tr>
<th>Step</th>
<th>Step duration*</th>
<th>Step deadline</th>
<th>Deliverable</th>
<th>Deliverable deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1: Elaboration of draft deliverables</td>
<td>35 days</td>
<td>35 days after the contract signature</td>
<td>Draft deliverables: texts, tables, graphics and other illustrative means forming the Post-2020 SAPBIO Synthesis Booklet</td>
<td>35 days after the contract signature</td>
</tr>
<tr>
<td>Step 2: Elaboration of final deliverables</td>
<td>21 days</td>
<td>56 days after the contract signature</td>
<td>Final deliverables as reviewed and improved based on SPA/RAC feedback and comments: texts, tables, graphics and other illustrative means forming the Post-2020 SAPBIO Synthesis Booklet agenda</td>
<td>56 days after the contract signature</td>
</tr>
</tbody>
</table>

*Total duration of the two Steps (Step 1: 35 days; and Step 2: 21 days) should correspond to the total duration of the contract (i.e., 56 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 sections III and IV 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 sections III and IV of the Technical Specifications and after corrections of all deficiencies signalled by SPA/RAC.
ANNEX 1

SUBMISSION LETTER

I, the undersigned …………………………………………………………………… (Director) of………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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## 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 template:

<table>
<thead>
<tr>
<th>Designation</th>
<th>Unit price</th>
<th>Step 1</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Duration</td>
<td>Sub-total</td>
<td>Duration</td>
<td>Sub-total</td>
<td>Duration</td>
<td>Sub-total</td>
<td>Duration</td>
<td>Sub-total</td>
</tr>
<tr>
<td>Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project manager / Expert 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expert 4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel and accommodation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other costs necessary for the proper execution of the present consultancy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Amount of bid, is fixed at the sum of

……………………………………………………………………………………………………………………………………………………………
……………………………………………………………………………………………………………………………………………………………
……………………………………………………………………………………………………………………………………………………………

In …………………, on ……………

(Signature and official stamp of bidder)