



CALL FOR CONSULTANCY N° 14/2022_SPA/RAC EcAp-MEDIII

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

“Consultant to support development and delivery of the 2023 Mediterranean Quality Status Report (2023 MED QSR) for Biodiversity component”

TECHNICAL SPECIFICATIONS

1. BACKGROUND

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was created in 1985 and established in Tunis through a decision of the Contracting Parties to the Convention for the Protection of the Marine and Coastal Environment of the Mediterranean (Barcelona Convention). It functions within the framework of the Action Plan for the Mediterranean – Barcelona Convention (UN Environment/MAP).

SPA/RAC's main aim is to contribute towards the protection, conservation, and sustainable management of Mediterranean coastal and marine areas of special cultural and natural value and of threatened and endangered species.

In line with

- Decision IG.25/19 on the UNEP/MAP 2022-2023 Program of Work and Budget (Antalya, Turkey, 7-10 December 2021);
- Decision IG.22/7 on the Integrated Monitoring and Assessment Program of the Mediterranean Sea and Coast and Related Assessment Criteria (IMAP) (Athens, Greece, 9-12 February 2016);
- Decision IG.23/06 on the 2017 Mediterranean Quality Status Report (Tirana, Albania, 17-20 December 2017);
- Decision IG.24/7 on the Roadmap and Needs Assessment for the 2023 Mediterranean Quality Status Report (Naples, Italy, 2-5 December 2019);

In the context of implementing the Ecosystem Approach Roadmap adopted by the Contracting Parties to the Barcelona Convention and its Protocols in 2008 (Decision IG.17/6), the Decision IG. 22/7 adopted by COP 19 (Athens, Greece February 2016) provides for the development of six-yearly Assessment Reports of the Status of the Mediterranean Sea and coast to demonstrate progress made towards Good Environmental Status and its related targets, as part of the Integrated Monitoring and Assessment Programme (IMAP).

The UN Environment/MAP system delivered during the 2016-2017 biennium, the first ever Quality Status Report for the Mediterranean (referred to as [2017 MED QSR](#)). This is an assessment product based on region-wide Ecological Objectives (EOs) and Common Indicators (CIs) that is built upon existing data and complemented with inputs from numerous diverse sources.

The development of the Fully Data-Based 2023 Quality Status Report for the Mediterranean (hereafter referred to as 2023 MED QSR) is based on the findings, needs and gaps identified in 2017 MED QSR and pointed out in Decision IG. 23/6 (COP 20, Tirana, Albania, 17-20 December 2017) on 2023 MED QSR preparation

The 2023 MED QSR Roadmap and Needs Assessment was approved by COP 21 of the Contracting Parties to the Barcelona Convention in December 2019, Naples, Italy (Decision IG.24/4). It defines the vision for the successful delivery of the 2023 MED QSR, and outlines key IMAP-related processes, milestones and outputs to be undertaken, with their timelines.

In the biennium 2020/2021 the UNEP/MAP developed an Operational Plan (UNEP/MED WG.514/Inf.7) with concrete activities per each Milestone/Output of the Roadmap, supported by the UNEP/MAP Programme of Work 2020-2021, the Programme of Work 2022-2023, and externally funded projects (namely, the EU-funded EcAp MED III, IMAP MPA, Marine Litter Med II projects and the GEF-funded MedProgramme).

In view of supporting the successful contribution to the delivery of 2023 Quality Status Report (2023 MED QSR), an individual contractor expertise is required to implement the steps of the QSR roadmap, to coordinate and support the provision of the 2023 MED QSR for the Biodiversity component.

2. OBJECTIVE AND SCOPE

The aim of this consultancy is to implement the QSR roadmap, provide technical guidance and support

to delivery of the 2023 MED QSR for the Biodiversity Cluster.

3. TASKS TO BE UNDERTAKEN

The consultant will be in charge of the following tasks:

- 1) Prepare a detailed work plan and timetable following the QSR roadmap;
- 2) Produce a concrete and clear implementation roadmap for the delivery of 2023 MED QSR, in coordination with the relevant MAP Components (RACs and MED POL);
- 3) Hold regular meetings with the SPA/RAC EcAp MED III officer and cooperate with UNEP/MAP Coordinating Unit (CU) for the preparation and production of contributions to the 2023 MED QSR, based on an agreed template;
- 4) Prepare, launch and conduct calls for consultancies to engage thematic experts in charge of the assessment of CIs and the development of the 2023 MED QSR related to Biodiversity cluster;
- 5) Provide guidance and technical support to the recruited thematic scientific expert consultants, who will use the CI assessments provided by the experts (point 4) to prepare Chapter 4 of the 2023 MED QSR, following the agreed-upon template;
- 6) In coordination with the thematic experts (point 4), collaborate with the national institutions in charge of IMAp implementation for each Contracting Party to identify and assemble collected datasets related to CIs for the Biodiversity cluster;
- 7) Supervise the implementation of the ongoing integrated GES pilot assessment activities in the Adriatic area;
- 8) Conduct and take part to the internal meetings on QSR (with consultants, SPA/RAC officers, and the QSR Officer at the UNEP/MAP CU, as well as with the EcAp Task Force when appropriate) as well as planned meeting of the biennium (CORMON and other identified meeting as necessary);
- 9) Review and compile the deliverables produced by the recruited experts;
- 10) Finalize and share for review the first draft of chapter 4 of the 2023 MED QSR;
- 11) Coordinate with experts to ensure the delivery of final draft of chapter 4 of 2023 MED QSR taking into consideration comments raised during CORMON meetings and MAP Component Focal Point meetings.

4. DELIVERABLES

Deliverables		Deadlines
<p><u>Deliverable 1:</u> Work plan and Timeline</p> <p>Production of 1 document (word) detailing the work plan and timeline.</p>	Detailed work plan and timeline	One (1) week after the contract signature
<p><u>Deliverable 2:</u> Provide a clear implementation roadmap for the delivery of 2023 MED QSR</p> <p>Production of 1 document (word) detailing the followed roadmap towards delivery of 2023 MED QSR</p>	Elaborate a concrete roadmap to define the needs for the production and delivery of the 2023 MED QSR in close coordination with CU/RACs	One (1) month from the date of contract signature
<p><u>Deliverable 3:</u> GES assessment report in the Adriatic</p>	Coordinate and follow the ongoing activity on assessment in the Adriatic	Two (2) months from the date of the contract signature

Revise the deliverables that will be prepared by experts on an integrated GES pilot assessment in the Adriatic		
<u>Deliverable 4:</u> QSR Assessment for all IMAP Common Indicators for Biodiversity Cluster are presented and reviewed by the relevant meetings of the Ecosystem Approach Correspondence Groups (CORMON)	Calls for consultancies conducted, and experts engaged as well as regular coordination meetings are taking place in line with the agreed work plan and timeline QSR assessment for IMAP Biodiversity cluster related CIs (EO1: CIs 1, 2, 3, 4, 5 and EO2: CI 6) are conducted by recruited experts and provided for review during CORMON.	Three (3) months from the date of the contract signature
<u>Deliverable 5:</u> Elaborate the first draft of chapter 4 of 2023 MED QSR based on data available Production of a (Word format) document in English	Elaborate the first draft of the chapter 4 of 2023 MED QSR based on compiled parts prepared by the thematic experts	Six (6) months from the date of the contract signature
<u>Deliverable 6:</u> Final Report Production of a (Word format) document in English	Elaborate the final version of the report following comments received from SPA/RAC and the CORMON meeting	Eleven (11) months from the date of the contract signature
<u>Deliverable 7:</u> 2023 MED QSR chapter	Follow the update of the final version until its validation by the EcAp Coordination Group meeting	Eighteen (18) months from the date of the contract signature

5. SUPERVISION AND COLLABORATION

The consultant will work under the direct supervision of the SPA/RAC EcAp-MED III Officer and the overall supervision of the SPA/RAC director.

6. TIME DURATION OF THE CONTRACT

The time duration of this contract is 18 months starting from the date of its signature.

7. SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultant should meet the following criteria:

- Advanced University degree in marine biodiversity/ environment, such as environmental sciences, marine ecology, marine biology, etc.;
- Advanced experience progressively responsible work at international level related to marine environment and environmental monitoring and assessment
- Relevant experience in management monitoring and assessment activities of the marine environment and its ecosystem component

- Good knowledge and working experience of the implementation of the Barcelona Convention Ecosystem Approach (EcAp) process /Integrated Monitoring and Assessment Programme (IMAP);
- Familiarity and good knowledge of (i) the Mediterranean marine environment, (ii) the implementation of the Barcelona EcAp/IMAP process; (iii) the EU MSFD (2008/56/EC; 2010/477/EU; 2017/848/EU) is an asset;
- Excellent command of English (oral and written) is required.

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Participants to this consultancy should be individual consultant.

The consultant must prove that he/she has all the legal and professional guarantees required for the performance of this assignment under good conditions.

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.

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.

2.1. Technical offer

It must contain:

- CV of the expert with his qualifications and experience/references. Particular attention must be paid to the experience in the field of marine studies and environmental conservation in the Mediterranean and the Ecosystem Approach process.
- A methodological note on how to approach and complete the assignment;
- Planning and detailed time schedule (including a chronogram of intervention of the team in case of more than one expert 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:

1. A cover letter outlining the consultant's suitability for the job;
2. 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.
3. 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; and
4. Terms of reference signed (date, signature of the provider at the end of the document).

2.3. Financial offer

The estimated number of net working days to implement the tasks and deliverables of this contract are 144 effective working days (WD). They are estimated as follows:

Deliverables	Estimated working days
Deliverable 1: Work plan and timeline	2
Deliverable 2: Draft report submitted for revision by SPA/RAC	7
Deliverable 3: GES assessment in the Adriatic	21
Deliverable 4: Compile the first draft of chapter 4	50

of 2023 MED QSR	
Deliverable 5: Final Report	14
Deliverable 6: 2023 MED QSR chapter on biodiversity	21
Deliverable 7: Follow the update of the final version until its validation by the EcAp Coordination Group meeting	29

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.

Should any administrative documents be missing, the consultant will be contacted to complete the offer documents. If after a period of ten (10) days, the documents are still not completed the candidate will be rejected even if already chosen as best positioned.

ARTICLE 3 - SUBMISSION

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

E-mails should have the following subject:

Call for consultancy n°14/2022_SPA/RAC EcApMedIII

“Consultant to support development and delivery of the 2023 Mediterranean Quality Status Report (2023 MED QSR) for Biodiversity Component- Applicant name”

Proposals received after this deadline will not be considered.

ARTICLE 4 - ADDITIONAL INFORMATION

Should questions or need for clarification related to these terms of reference and their content arise, bidders may submit a written request by e-mail to: car-asp@spa-rac.org ; cc: mehdi.aissi@spa-rac.org, samar.kilani@spa-rac.org and asma.yahyaoui@spa-rac.org no later than five (5) calendar days before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

Payment for the mission will be made as follows:

1. The 1st Instalment of 20 % will be paid upon submission of the deliverables 1, 2 and 3 and after the review and approval of SPA/RAC;
2. The 2nd instalment of 30% will be paid upon validation of the deliverable 4;
3. The 3rd instalment of 20 % will be paid upon validation of the deliverable 5;
4. The 4th instalment of 20% will be paid upon validation of the deliverable 6;
5. The 5th 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:

- (i) Individual consultant experience and diploma (60 points);
- (ii) the methodology proposed for conducting the mission (20 points), and
- (iii) the planning and detailed time schedule (including a chronogram of intervention) (20 points).

Criteria			Scoring
Consultant experience and diploma	Experience	Experience in managing or coordinating regional assessment exercises related to marine biodiversity	<u>55 points maximum</u> (25 points/study + 3 additional points/study in the Mediterranean)
		No similar studies	0 points <i>(In this case the offer is eliminated)</i>
	Diploma	Advanced University degree in marine biodiversity/ environment, such as environmental sciences, marine ecology, marine biology, etc	<u>5 points maximum</u>
		University degree in the above-mentioned or related disciplines	3 points
		No university degree in the above-mentioned or related disciplines	0 point <i>(In this case the offer is eliminated)</i>
The methodology proposed for conducting the mission, the planning and detailed time schedule (including a chronogram of intervention)	a. The methodology proposed for conducting the mission	Methodology clearly presented, well developed and meets the study terms of reference and objectives	<u>25 points maximum</u>
		Methodology clearly presented, fairly well developed and meets the study terms of reference and objectives	15 points
		Methodology not well developed but meets the terms of reference and objectives	8 points
		Methodology not clearly presented and does not meet the study terms of reference and objectives, or No methodology presented	0 point
	b. the planning and detailed time schedule (including a chronogram of intervention)	Realistic planning clearly presented, coherent with the time schedule considering the requested time for reports validation and with the chronogram of intervention	<u>15 points maximum</u>
		Realistic planning but more or less well presented, fairly coherent with the time schedule and with the chronogram of intervention	8 points

		Planning unclearly presented, doesn't respect the deadline, or no planning, or no time schedule or no chronogram of intervention	0 points
Total score (100 points maximum)			... points

Any offer that has not attained the minimum score of 70 points will be eliminated.

In the event of no offer obtains 70 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 - DEADLINE FOR THE EXECUTION OF THE MISSION

The time duration for carrying out the study of this contract is eighteen (18) months 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:

Deliverables		Deadlines
<p><u>Deliverable 1:</u> Work plan and Timeline</p> <p>Production of 1 document (word) detailing the work plan and timeline.</p>	<p>Detailed work plan and timeline</p>	<p>One (1) week after the contract signature</p>
<p><u>Deliverable 2:</u> Provide a clear implementation roadmap for the delivery of 2023 MED QSR</p> <p>Production of 1 document (word) detailing the followed roadmap towards delivery of 2023 MED QSR</p>	<p>Elaborate a concrete roadmap to define the needs for the production and delivery of the 2023 MED QSR in close coordination with CU/RACs</p>	<p>One (1) month from the date of contract signature</p>
<p><u>Deliverable 3:</u> GES assessment report in the Adriatic</p> <p>Revise the deliverables that will be prepared by experts on an integrated GES pilot assessment in the Adriatic</p>	<p>Coordinate and follow the ongoing activity on assessment in the Adriatic</p>	<p>Two (2) months from the date of the contract signature</p>
<p><u>Deliverable 4:</u> QSR Assessment for all IMAP Common Indicators for Biodiversity Cluster are presented and reviewed by the relevant meetings of the Ecosystem Approach Correspondence Groups (CORMON)</p>	<p>Calls for consultancies conducted, and experts engaged as well as regular coordination meetings are taking place in line with the agreed work plan and timeline</p> <p>QSR assessment for IMAP Biodiversity cluster related CIs (EO1: CIs 1, 2, 3, 4, 5 and EO2: CI 6) are conducted by recruited experts and provided for review during CORMON.</p>	<p>Three (3) months from the date of the contract signature</p>
<p><u>Deliverable 5:</u> Elaborate the first draft of chapter 4 of 2023 MED QSR based on data available</p> <p>Production of a (Word format) document in English</p>	<p>Elaborate the first draft of the chapter 4 of 2023 MED QSR based on compiled parts prepared by the thematic experts</p>	<p>Six (6) months from the date of the contract signature</p>
<p><u>Deliverable 6:</u> Final Report</p> <p>Production of a (Word format) document in English</p>	<p>Elaborate the final version of the report following comments received from SPA/RAC and the CORMON meeting</p>	<p>Eleven (11) months from the date of the contract signature</p>
<p><u>Deliverable 7:</u> 2023 MED QSR chapter</p>	<p>Follow the update of the final version until its validation by the EcAp Coordination Group meeting</p>	<p>Eighteen (18) months from the date of the contract signature</p>

ARTICLE 9 - 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 10 - 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 prepare 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 consultancy, 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 11 - 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 12 - 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 13 - 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 14 - 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 15 – CONFLICT OF INTERESTS

15.1- 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.

15.2- Non-participation of the holder and his associates in certain activities

The tenderer is 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 16- PROVISIONAL AND FINAL ACCEPTANCE

The provisional acceptance is pronounced after complete completion of the services covered by this consultancy i.e., after the completion of the service described in section 2 tasks to be undertaken of the technical specifications, and Article 8 (Deadline for the execution of the mission). The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report issued by the SPA/RAC no later than 30 days from receipt of the

deliverables and at the written request of the service provider and the signing of a report of completion of the work/services jointly by the service provider and SPA/RAC. The Service Provider shall, however, correct any deficiencies identified by the SPA/RAC upon completion of the various phases.

Final acceptance will be given one (1) month after the date of provisional acceptance without reservation of the contract. The final acceptance report will only be delivered once the service provider has fulfilled all his obligations resulting from sections 2 (Tasks to be undertaken) and section 4 (Deliverables) of the "Technical Specifications" and after corrections of all deficiencies signalled by SPA/RAC

ANNEX 1 SUBMISSION LETTER

I, the undersigned (Lead expert), after having taken due note of

the dossier documents of the call for consultancy N°
launched by

....., pertaining to a mission of
.....

..... I hereby pledge to execute the requested services in conformity with the provisions defined in the documents referred to, for the prices as established by myself without taking into account the taxes and knowing that the stamp duties and registration are to be covered by the insurer. The total price of the bid is
(.....) US Dollars. I take due note of the fact that you are not obliged to proceed with the tendering

procedure and that I cannot claim a compensation. I pledge that the conditions in my offer will remain valid for a period of one hundred and twenty days (120 days) starting from the day after the date for the deadline for the receipt of tenders. SPA/RAC pledges to pay the amount after the signing of a convention into the bank current account of the Bank In the name of
.....

Under
the number of RIB (BIC – IBAN)

In, on

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

ANNEX 2 DETAILS OF TOTAL PRICE

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

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

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

Amount of the VAT is fixed at the sum of

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

(Signature and official stamp of the bidder)