



**Mediterranean
Action Plan**
Barcelona
Convention



CALL FOR CONSULTANCY N°23/2025_SPA/RAC_FishEBM Med

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES

"Elaboration of the National Action Plan Plus (NAP+) and investment plan for Montenegro aligned with the Post 2020 SAPBIO goals and targets"

October 2025

This call for consultancy document is available only in English.

TECHNICAL SPECIFICATIONS

I- Context

1.1. The Specially Protected Areas Regional Activity

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention in order to assist the Mediterranean countries in implementing the Protocol concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) of the Barcelona Convention². Tunisia has been hosting the Centre since its establishment in 1985.

The Centre works under the auspices of the United Nations Environment Programme / Mediterranean Action Plan (UNEP/MAP) - Barcelona Convention Secretariat, based in Athens, Greece.

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

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

1.2. The FishEBM Med project

The Fisheries and Ecosystem Based Management for the Blue Economy of the Mediterranean ([FishEBM MED](#)) project addresses the complex dynamics of fisheries management in the Mediterranean, a region historically intertwined with fishing activities across various scales. Industrial, semi-industrial, and small-scale fisheries (SSF) coexist, utilizing diverse fishing gear to exploit the region's rich marine biodiversity. Unlike other fishing areas with focused operations on select stocks, the Mediterranean's fisheries exploit a wide array of benthic and pelagic species, as well as mollusks and crustaceans, shared among littoral states. This necessitates strong cooperation for sustainable management. Despite its significance, the fishery sector has often been overshadowed by emerging sectors like tourism and energy. Nonetheless, it remains vital for livelihoods, nutrition, and coastal community resilience.

Recognizing the increasing pressures on Mediterranean stocks, the project emphasizes an ecosystem approach to fisheries management. It aims to contribute to reversing the over-exploitation of select commercial living marine resources by enhancing the capacity of Mediterranean countries to manage fisheries, including through the application of ecosystem-based management tools, in their blue economy development pathway.

FishEBM MED is a collaborative effort led by the Food and Agriculture Organization (FAO) and the United Nations Environment Programme (UNEP), with execution facilitated by the General Fisheries Commission for the Mediterranean (GFCM) and the Mediterranean Action Plan (MAP) under the Barcelona Convention, through the Specially Protected Areas Regional Activity Centre (SPA/RAC). The project receives funding from the GEF Trust Fund and operates in Albania, Algeria, Bosnia and Herzegovina, Lebanon, Libya, Montenegro, Morocco, Tunisia, and Türkiye. Through these concerted efforts, FishEBM MED aims to foster a sustainable future for Mediterranean fisheries while promoting the broader blue economy agenda.

In Montenegro, the project supports the elaboration of a National Action Plan Plus (NAP+) with an investment plan, aligned with the Post-2020 SAPBIO, that specifically integrates the blue economy approach. It will use a "blue economy lens," meaning it views the fishery sector as part of a larger economic and environmental system. The project will initiate at least one agreed pilot activity.

II- OBJECTIVE AND SCOPE

Under Component 4 of the FishEBM Med project, "Innovative Blue Economy Solutions Accounting for the Fishery Sector," particularly Outputs 4.3 and 4.4, as well as Output 5.1, the objective of this assignment is to conduct a comprehensive study on the potential and constraints of the blue economy sectors in Montenegro, with a particular focus on marine fisheries, biodiversity, and ecosystem services, and will translate the findings into concrete strategic priorities, actions, and investment opportunities within the NAP+ and its investment Plan aligned with the Post 2020 SAPBIO goals and targets.

The expert will also contribute to the engagement of stakeholders, national consultations, and provide technical support for the establishment of national platforms related to the blue economy and sustainable fisheries.

III- TASKS TO BE UNDERTAKEN

To achieve the objectives of this assignment, the consultant is requested to carry out the following tasks:

1. Data collection and analysis

- Conduct a comprehensive desk review of national policies, laws, strategies, and plans related to the blue economy, marine conservation, fisheries, and resource management in Montenegro.
- Collect quantitative and qualitative data on key blue economy sectors related to fisheries in Montenegro, taking into account access to resources, the impacts of climate change, non-indigenous species, pollution and other factors affecting fisheries, biodiversity and marine ecosystem services.
- Build a structured and validated database to serve as the analytical basis for the NAP+ and its investment plan

2. Assessment of Blue Economy Potential and Constraints in Montenegro

- Analyze growth opportunities for sustainable development in blue economy sectors with a focus on fisheries and other sector(s) to be identified by the Ministry in charge of Environment of Montenegro.
- Identify barriers and constraints, including legal, institutional, environmental, social, and market-related obstacles.
- Develop a problem tree, a preliminary cost-benefit analysis, and formulate a set of strategic recommendations and actionable solutions to inform the structure and priorities of the NAP+ and investment plan in Montenegro.

3. Stakeholder Engagement and Consultation

- Conduct a stakeholder mapping exercise to identify public and private actors across the blue economy sectors, with a focus on fisheries and marine conservation.
- Organize and facilitate two national stakeholder workshops:
 - An inception workshop to present the study objectives and mobilize stakeholders.
 - A validation workshop to present and discuss study findings, identify priorities, and refine strategic recommendations.
- Integrate consultation results into the final report on the Assessment of Blue Economy Potential and Constraints in Montenegro.

4. Elaboration of the NAP+ and Investment Plan, and Support to Pilot Action(s)

- Develop the draft NAP+ and its investment plan, based on the assessment findings, stakeholder consultations, and guidance provided by SPA/RAC and a team of regional experts to be hired, (fisheries and blue economy expert, a fisheries and marine ecosystem expert).
- Ensure that the NAP+ and investment plan are aligned with national priorities and the Post-2020 SAPBIO goals and targets.
- Support the endorsement process of the NAP+ and its investment plan
- Propose and describe at least one pilot action aligned with the NAP+ objectives and investment priorities.
- Support the design and follow-up of pilot action(s) implementation at the local level.

5. Support to the National FishEBM Med / Post-2020 SAPBIO Stakeholder Platform

- Assist in the establishment of a national multi-stakeholder platform on sustainable blue economy and fisheries.
- Contribute to the development of a work plan for the platform
- Facilitate or support the organization of workshops or consultation meetings (online or in-person, depending on the available budget).

The final deliverables, the study on the Blue Economy Potential and Constraints in Montenegro, the NAP+ and its Investment Plan, should be clear, accessible and written in English.

The consultant will work in close coordination with SPA/RAC, the national focal point in Montenegro, the national coordinator and a team of experts to be hired, including a fisheries and blue economy expert and a fisheries and marine ecosystem expert, who will provide methodological guidance, templates, and feedback to ensure harmonization with other participating countries and alignment with the Post-2020 SAPBIO framework.

The consultant should take into consideration, but not limited to, the following documents:

- [Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in The Mediterranean Region](#)
- [Decision IG 25/11 Post-2020 Strategic Action Programme for the Conservation of Biodiversity and Sustainable Management of Natural Resources in The Mediterranean Region \(Post 2020 SAPBIO\)](#)
- [The State of Mediterranean and Black Sea Fisheries 2023.](#)
- [Code of Conduct for Responsible Fisheries](#)
- [The UE Blue Economy Report 2025](#)
- [The Regional Plan of Action for Small-Scale Fisheries in the Mediterranean and the Black Sea](#)
- [UNEP/MAP-Plan Bleu \(2021\). Blue economy in the Mediterranean: Case studies, lessons and perspectives](#)
- [UNEP/MAP-PAP/RAC i MORT \(2020\). Plava ekonomija u Crnoj Gori. Autorica: Marina Marković. Ur: PAP/RAC - GEF Adriatik projekat.](#)
- [UNEP/MAP-SPA/RAC \(2021\). Montenegro marine and coastal biodiversity conservation for 2030 and beyond](#)
- [UNEP/MAP-SPA/RAC \(2013\). Fishery activities assessment in Montenegro: case study of five selected parts of Montenegrin coast.](#)
- [Montenegro's Fisheries Development Strategy](#)
- [2023 Mediterranean Quality Status Report](#)

IV- TIME DURATION OF THE CONTRACT, DELIVERABLES & TIMELINE

The duration of this contract is twelve (12) months, starting from the date of its signature until the completion of all tasks and no later than 30 November 2026. To implement these tasks, the consultants will be working for a total of Seventy(70) effective working days, according to the workplan and in coordination with the project team, national coordinator, focal points, and international experts.

The deliverables and their respective deadlines are listed in the table below:

Deliverables		Estimated necessary Working days	Deadlines
Deliverable 1: Document (Word format) in English	Inception report (methodology, work plan, outline)	1 WD	Within 5 days of contract signature
Deliverable 2: Document (Word	Stakeholder mapping report and list of key institutions, actors, and	4 WD	November 2025

format) in English	contacts		
Deliverable 3: Document (Word/Slides format) in English)	First national consultation workshop (inception) including agenda, facilitation, and summary report	3 WD	November 2025
Deliverable 4: Document (Word format) in English	Preliminary diagnostic and data collection report , including key findings	5 WD	December 2025
Deliverable 5: Document (Word format) in English	Draft national study report , including sectoral analysis, constraints, opportunities, and proposed actions	10 WD	January 2026
Deliverable 6: Document (Word/slides format) in English	Second stakeholder workshop (validation): presentation of draft study, validation of recommendations	3 WD	January 2026
Deliverable 7: Document (Word/slides format) in English	Final national study report , integrating feedback and validated by focal points and SPA/RAC	2 WD	Early February 2026
Deliverable 8: <u>Document (Word format) in English</u>	Draft of the pilot NAP+ including investment plan (based on study findings and consultations)	20 WD	March 2026
Deliverable 9: <u>Document (Word format) in English</u>	Final pilot NAP+ for Montenegro, revised based on feedback from SPA/RAC, national focal point and team of experts	2 WD	April 2026
Deliverable 10: <u>Document (Word format) in English</u>	Support to endorsement process of the pilot NAP+ and investment plan in Montenegro; presentation materials and summary of key discussions	5 WD	May 2026
Deliverable 11	Support to design of pilot actions implementation in Montenegro	5 WD	May 2026
Deliverable 12: <u>Document (Word/slides format) in English</u>	Contribution to platform activities , including workshop facilitation notes and short activity reports	10 WD	Throughout, by end of contract

The consultant is expected to make innovative use of online networking, questionnaires, surveys, etc. to obtain the required information and conduct needed consultations at national level. The national coordinator as well as the project's focal points at the Ministry in charge of Environment in Montenegro, will facilitate the contact with the relevant partners.

This is mainly a desk-based assignment. Any travel or participation to relevant meeting in relation with the present assignment will be taken in charge by SPA/RAC.

The Consultant, the National Project Coordinator and National focal points at the Ministry in charge of the Environment in Montenegro will work as a team, keeping each other informed and consulting regularly on the progress of deliverables. By organizing frequent coordination meetings, they will ensure all decisions are collaborative and avoid any unilateral actions. All the deliverables should be elaborated and submitted in English.

V- SUPERVISION AND COLLABORATION

The National Coordinator will work under the direct supervision of the FishEBM Med Project Coordinator and team members and the Project National Focal Point in Montenegro at the ministry in charge of

Environment in Montenegro Regular coordination meetings will ensure alignment with project milestones and team members.

VI- SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultant should meet the following criteria:

Education

- Advanced university degree (Master's or equivalent) in economics, environmental economics, resource economics, environmental sciences, or a related discipline.

Professional Experience

- Proven experience conducting studies related to the blue economy and marine resource management, preferably with demonstrated experience in Montenegro.
- Proven understanding of the Mediterranean marine environment, including marine ecosystems and fisheries.
- Previous experience working with intergovernmental or regional organizations on issues related to fisheries and/or biodiversity conservation in the Mediterranean region.
- Experience in developing national strategies, action plans, or investment plans, ideally in the blue economy, fisheries, or marine conservation sectors.
- Experience in policy analysis and institutional coordination, including the ability to work with multiple ministries and stakeholders for plan endorsement.
- Familiarity with Post-2020 SAPBIO framework, EU policies, or similar regional frameworks for marine biodiversity and blue economy planning.

Technical Skills

- Strong analytical and research skills, including proficiency in qualitative and quantitative data collection methods relevant to marine environmental assessments.
- Demonstrated ability to synthesize complex information and translate it into clear, practical, and strategic guidance for policymakers and stakeholders.
- Proven ability to draft comprehensive strategic and investment plans, translating data and stakeholder inputs into actionable priorities.
- Strong skills in economic and financial analysis of marine and fisheries sectors, including cost-benefit assessment of interventions.
- Knowledge of public-private partnership models and mechanisms to promote sustainable blue economy initiatives.
- Experience with database management and structured data analysis to support evidence-based policy recommendations.

Communication and Facilitation

- Experience in organizing and facilitating national-level workshops or stakeholder consultations.
- Excellent interpersonal skills with a demonstrated ability to work collaboratively with a variety of stakeholders, including government institutions, civil society organizations, academia, and the private sector.
- Demonstrated experience in leading multi-stakeholder consultation processes and synthesizing feedback into actionable policy documents.
- Ability to prepare technical reports, policy briefs, and presentations suitable for high-level decision-makers.

Language Skills

- Fluency in English and Montenegrin (written and spoken) is required.

ADMINISTRATIVE CLAUSES

ARTICLE 1 - CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Are eligible for the present call of consultancy, only individual consultants.

ARTICLE 2 – COMPOSITION, PRESENTATION OF OFFERS AND DEADLINES

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:

1. A cover letter outlining the consultant's suitability for the job.
2. Personal CVs indicating educational background (including a copy of higher education degrees) as well as all experiences in the field of marine science studies and/or environmental conservation with a focus on the blue economy and marine resource management as well as the references regarding similar studies and references.
3. A detailed methodological note on how the consultant intends to approach and implement the assignment.
4. Planning and detailed time schedule and chronogram of intervention.

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. 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.
In cases where the bidder has an academic profession (Researcher or University teaching staff), a sworn statement that he/she is complying with the law applicable to taxes and fees in force in his/her country would be accepted. 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
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).

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 five (5) days. If after a period of five (5) days, the documents are still not complete the offer will be eliminated.

2.3. Financial offer

The financial offer must be expressed in U.S 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

Offers must be received electronically at the following e-mail address: procurement@spa-rac.org, with the date of electronic transmission as the reference, and indicating in the subject line:

“Call for consultancy N°23/2025_SPA/RAC_FishEBM Med- Elaboration of the national action plan plus (NAP+) and investment plan for Montenegro – ‘Applicant name’”.

The deadline for receiving proposals is set for November 10, 2025, at 23:59 UTC+1 (Tunis Time). Any proposal received by SPA/RAC after this date and time 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: procurement@spa-rac.org; cc: tarek.lachheb@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:

E-The 1st Instalment of 20 % will be paid upon submission of deliverables 1,2, 3 and 4 and their review and approval by SPA/RAC.

F-The 2nd instalment of 40% will be paid after the reception of deliverables 5, 6, 7 and 8, and their review and approval by SPA/RAC.

G- The 3rd instalment of 20% will be paid after the reception of deliverables 9, 10 and their review and approval by SPA/RAC.

H- The 3rd and last instalment of 20% will be paid after the reception of deliverables 11, 12 and the completion of the work and submission of all its final version deliverables. 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. Experts / Individual consultant(s) capacity and expertise: **65 points.**
2. Methodology, organization, and work implementation planning and schedule: **35 points.**

Criteria			Scoring
Consultant (Expert Profile)	Experience in the blue economy and marine resource management	Experience in the blue economy, marine resource management, and policy/investment plan elaboration. Proven experience in developing national strategies, investment plans in blue economy, fisheries, or marine biodiversity. Relevant studies in Montenegro are an advantage.	<u>55 points Maximum</u> - 8 points per relevant study - +2 additional points per study in Montenegro
		No relevant experience	0 points (in this case the offer is eliminated)
	Diploma	Advanced university degree (Master's or equivalent) in economics, environmental economics, resource economics, environmental sciences, or related fields.	<u>10 points maximum</u>
		University degree in the above- mentioned fields	5 points
		No university degree in the above- mentioned fields	0 point (in this case the offer is eliminated)
Proposed methodology for carrying out the assignment	Well-developed methodology that responds precisely to the terms of reference		<u>25 points maximum</u>
	Methodology fairly well-developed and in line with the terms of reference		15 points
	Methodology fairly developed and more or less in line with the terms of reference		8 points
	Methodology not in line with the terms of reference or no methodology presented		0 points (in this case, the offer is eliminated)
Detailed planning and timetable (including an intervention chronogram)	A coherent, well-structured schedule and timetable that accurately reflects the terms of reference		<u>10 points maximum</u>
	Planning and timetable moderately coherent and structured but in line with the terms of reference		5 points
	Planning and Timetable not complying with the terms of reference or not submitted		0 point (in this case, the offer is eliminated)

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 pre-selection phase followed by requests for complementary information / negotiation if required.

ARTICLE 7 - PENALTY

In the absence of completion by the consultant of the services at his/her charge within the contractual deadlines envisaged in section 4 of the technical specifications (Time duration of the contract, deliverables & timeline), it will be applied as of right and without notice, a penalty of one three hundredths (1/300) 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 5% 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 12 (Cancellation conditions) below, without that the holder cannot raise disputes or claim any compensation.

ARTICLE 8 - 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 9 - 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 10 - LIABILITY AND INSURANCE

SPA/RAC does not accept any liability for acts of third parties, accidents, sickness, or 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 they or any involved staff will be covered by appropriate insurance.

ARTICLE 11 - 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 12 - 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 for the deadline of the execution in the application of Article 2 (Composition, presentation of offers and deadlines);
- b. in the case described in Article 7

- c. (Penalty) when the amount is capped at 10% of the total amount of the contract;
- d. non-conformity to the content of the service listed in the technical specifications of the present consultancy (section 3 of the technical specifications: Tasks to be undertaken),
- e. If the tenderer goes bankrupt or into receivership.
- f. 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;
- g. If the tenderer was involved in corruption or fraudulent manipulations 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
- h. If SPA/RAC, on its own initiative and for any reason whatsoever, decides to terminate the contract.

ARTICLE 13 – CONFLICT OF INTERESTS

13.1. 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.

13.2. 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 14 - 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 3 tasks to be undertaken of the technical specifications, and Article 2 (Composition, presentation of offers and deadlines). 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 3 (Tasks to be undertaken) and section 4 (Time duration of the contract, deliverables & timeline) of the "Technical Specifications" and after corrections of all deficiencies signalled by SPA/RAC.

ANNEX 1 SUBMISSION LETTER

I, the undersigned, 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(.....) USD (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									
Consultant									
Other costs									
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)