

CALL FOR CONSULTANCY

Call for Consultancy N°20/2026_SPA/RAC_MTF

**Development of the IMAP E01 Common Indicator 2 Factsheets for
Pelagic Habitats**

August 2026

**This call for consultancy document is available only in English.
Offers should be made in English.**

TECHNICAL SPECIFICATIONS

I- CONTEXT AND BACKGROUND

1. The Specially Protected Areas Regional Activity Centre

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 Convention. 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 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.

2. Background

In 2008, the Contracting Parties to the Barcelona Convention, through their COP 15 Decision IG.17/6, committed to progressively applying the Ecosystem Approach for managing human activities impacting the Mediterranean marine and coastal environment. This approach aims to promote sustainable development and achieve Good Environmental Status (GES) for the Mediterranean Sea and its coasts.

To support the implementation of the Ecosystem Approach, the Integrated Monitoring and Assessment Programme of the Mediterranean Sea and Coast (IMAP) was adopted in 2016 through COP 19 Decision IG.22/7, providing a coherent regional framework for monitoring and assessment. Building on national IMAP implementation and the findings of the 2023 Mediterranean Quality Status Report (MED QSR), a revised Ecosystem Approach (EcAp) policy and an updated version of the Integrated Monitoring and Assessment Programme (IMAP) were developed following the mandate of the Contracting Parties at COP 23, with a view to strengthening monitoring and assessment capacities, improving data quality and ensuring reliable regional assessments.

Ecological Objective 1 (EO1) of IMAP aims to ensure that biological diversity is maintained or enhanced and that the quality and occurrence of coastal and marine habitats, as well as the distribution and abundance of species, are in line with prevailing physiographic, hydrographic, geographic and climatic conditions. Among the EO1 Common Indicators, Common Indicator 2 (CI2) addresses the condition of the habitat's typical species and communities and constitutes a key element for assessing the environmental status of marine habitats.

While Common Indicator 2 has been progressively implemented for several benthic habitats, additional scientific and technical work has been required to define appropriate approaches for pelagic habitats. Pelagic ecosystems play a fundamental role in the functioning of Mediterranean marine ecosystems, supporting biodiversity conservation, ecosystem productivity, food-web dynamics and the provision of ecosystem services. Phytoplankton and zooplankton communities are recognized as essential components of pelagic habitats and provide valuable information on ecosystem structure, functioning and environmental change.

Recognizing the need to strengthen the assessment of pelagic habitats under IMAP, the Contracting Parties at COP 22 established a multidisciplinary group of experts tasked with defining parameters allowing the use of phytoplankton and zooplankton for relevant IMAP biodiversity indicators and with elaborating a reference list of pelagic habitat types in the Mediterranean Sea. The conclusions and recommendations of this work were subsequently adopted by COP 23, which requested SPA/RAC to continue advancing the development of indicators based on phytoplankton and zooplankton for pelagic habitats.

To support this process, SPA/RAC established a Biodiversity Online Working Group on Pelagic Habitats composed of experts nominated by the Contracting Parties. The Working Group reviewed existing scientific knowledge, regional monitoring experiences and relevant initiatives, including the ABIOMMED project, the European Union Marine Strategy Framework Directive (MSFD), OSPAR and HELCOM assessment frameworks. Through a series of consultations and technical discussions, the Working Group identified phytoplankton and zooplankton abundance, biomass, taxonomic composition and functional groups as key parameters for assessing the condition of pelagic habitats.

The work undertaken also highlighted several scientific and operational challenges, including the dynamic nature of pelagic ecosystems, the need for harmonized monitoring methodologies, the limited availability of long-term datasets, and the need to establish ecologically relevant assessment scales, baseline conditions and threshold values. Furthermore, stronger links are required between pelagic habitat assessments and other Ecological Objectives, particularly EO4 (Marine Food Webs), EO5 (Eutrophication), EO2 (Non-Indigenous Species) and climate change-related assessments.

Based on the recommendations of the Biodiversity Online Working Group, Common Indicator 2 has been identified as the most suitable indicator for assessing the condition of pelagic habitats under the revised IMAP framework. The proposed assessment framework covers the main Mediterranean pelagic habitat types, including variable salinity waters, coastal waters, shelf waters and oceanic waters, while allowing Contracting Parties to adapt the typology to national ecological conditions where appropriate.

In order to operationalize Common Indicator 2 for pelagic habitats within the revised IMAP framework, there is now a need to develop dedicated Guidance Factsheets. These Guidance Factsheets will provide harmonized technical guidance on monitoring methodologies, assessment approaches, data requirements, reporting procedures and Good Environmental Status (GES) considerations, thereby supporting Contracting Parties in implementing coherent and scientifically robust assessments of pelagic habitats across the Mediterranean region.

II- OBJECTIVE

The objective of this consultancy is to engage the services of a qualified consultant to support the development of the IMAP Guidance Factsheets for Ecological Objective 1 (EO1) Common Indicator 2 related to pelagic habitats.

III- TASKS TO BE UNDERTAKEN

In his/her capacity as an expert on pelagic habitats, plankton ecology and marine ecological assessment in the Mediterranean, the consultant will contribute to the implementation of the following tasks:

- Develop a methodological note and workplan detailing the proposed approach, methodology and timeline for the development of the Guidance Factsheets related to EO1 Common Indicator 2 for pelagic habitats;
- Review and analyse the existing work undertaken under the Ecological Objective 1 (EO1) development process related to pelagic habitats, including the proposed pelagic habitat typology, Good Environmental Status (GES) considerations, assessment approaches, proposed parameters and indicators, and relevant supporting technical documents;
- Review relevant regional and international frameworks, methodologies and guidance related to pelagic habitat monitoring and assessment, including the Barcelona Convention Ecosystem Approach process, the EU Marine Strategy Framework Directive (MSFD), OSPAR, HELCOM and other relevant scientific initiatives;
- Develop draft Guidance Factsheets for EO1 Common Indicator 2 related to pelagic habitats, including guidance on the use of phytoplankton and zooplankton abundance, biomass, taxonomic composition and functional groups as assessment parameters;
- Ensure that the Guidance Factsheets include harmonized guidance on monitoring methodologies, assessment approaches, data requirements, reporting procedures, quality assurance and quality control considerations, assessment scales, baseline considerations, and the use of assessment criteria and thresholds where applicable;
- Present the draft Guidance Factsheets to the Biodiversity Online Working Group on Pelagic Habitats and collect comments and recommendations from experts and Contracting Parties;
- Prepare revised versions of the Guidance Factsheets following the Online Working Group meeting for presentation at the CORMON Biodiversity and Fisheries meeting scheduled for March 2027;
- Participate in the CORMON Biodiversity and Fisheries meeting and present the proposed Guidance Factsheets;
- Prepare the final version of the EO1 Common Indicator 2 Guidance Factsheets related to pelagic habitats, incorporating comments and recommendations agreed during the CORMON Biodiversity and Fisheries meeting.

The consultant will work under the supervision of the SPA/RAC Director and the EcAp/IMAP Project Officer. Regular exchanges with SPA/RAC will ensure that the work remains consistent with regional priorities and the ongoing IMAP revision process. The consultant may be requested to participate in online coordination meetings with SPA/RAC and relevant technical experts throughout the implementation of the assignment.

IV- Expected Deliverables, Estimated Working Days, and Deadlines

The deadline for the full completion of this assignment is **30 November 2027**.

The estimated total effective consultancy work effort is **12 working days**.

The deliverables and their submission deadline are as follows:

Deliverables	Estimated effective working days	Deadlines
Deliverable 1: A methodological note and workplan outlining the proposed approach, steps, and timeline for the update process;	1 day	21 September 2026
Deliverable 2: A draft updated version of the IMAP Common Indicator 2 factsheets related to pelagic habitats.	4 days	15 November 2026
Deliverable 3: Final versions following governance meetings Production of presentations (PowerPoint) Finalization of the updated version of the document following their review at several governance meetings, including the Biodiversity Online working group, Correspondence Group on Monitoring (CORMON), SPA/BD Focal Points, EcAp Coordination Group (EcAp CG), and MAP Focal Points.	7 days	20 November 2027 Biodiversity Online Working Group : November 2026 CORMON : March 2027; SPA/BD Focal Points : May 2027; EcAp Coordination Group: September 2027; MAP Focal Points: September 2027.

Guidance Factsheet will be developed in close collaboration with the experts of the Biodiversity Online Working Group on Pelagic Habitats through electronic consultations, virtual meetings and technical exchanges.

The draft Guidance Factsheet will be subject to review through the EcAp governance process, including the Biodiversity and Fisheries Correspondence Group on Monitoring (CORMON), the SPA/BD Focal Points Meeting, the EcAp Coordination Group (EcAp CG) and, where relevant, the MAP Focal Points. Accordingly, the consultant shall revise and update the draft deliverables following SPA/RAC reviews and comments received from the Contracting Parties to the Barcelona Convention during these consultation and validation processes.

All deliverables shall be prepared and submitted in English.

Any travel or participation to relevant meeting in relation with the present assignment will be decided if necessary. If decided, her/his participation to this meeting will be paid by SPA/RAC.

V- SKILLS AND EXPERIENCE REQUIRED OF CONSULTANTS

The consultant is expected to have the following profile, skills, and expertise:

- Advanced experience in the study, monitoring, assessment and management of pelagic habitats, plankton ecology and marine biodiversity in the Mediterranean region is required;
- Relevant experience in developing (i) monitoring and assessment methodologies for pelagic habitats, phytoplankton and zooplankton communities, and (ii) indicator-based assessments

of biodiversity and pressures affecting the status of the Mediterranean marine environment, is required;

- Demonstrated experience in the analysis, interpretation and reporting of ecological data related to pelagic ecosystems, including the development and application of biodiversity indicators based on phytoplankton and/or zooplankton communities, is required;
- Good knowledge of the implementation of the Barcelona Convention Ecosystem Approach (EcAp) process and the Integrated Monitoring and Assessment Programme (IMAP), particularly Common Indicator 2 (Condition of the habitat's typical species and communities) and biodiversity monitoring and assessment frameworks, is required;
- Good knowledge of regional and international frameworks, methodologies and standards related to pelagic habitat monitoring and assessment, including the use of plankton communities as ecological indicators, is considered an asset;
- Good knowledge of the implementation of the European Union Marine Strategy Framework Directive (MSFD, 2008/56/EC), particularly Descriptor 1 (Biodiversity) and pelagic habitat assessments under criterion D1C6, or experience in its application, is considered an asset.

Detailed experience is specified in the Technical Evaluation Grid, under Section 9.1 "Technical evaluation", contained in the administrative specifications.

ADMINISTRATIVE SPECIFICATIONS

Article 1 – Conditions for participation in the consultancy

The service provider must have proven competence and experience in the research, monitoring, assessment and management of pelagic habitats and plankton communities in the Mediterranean Sea, with a specific focus on phytoplankton and zooplankton ecology, biodiversity assessment, ecosystem functioning, and the effects of anthropogenic and environmental pressures on pelagic ecosystems.

Offers must be submitted by a consultant fulfilling the skills and experience requirements (as defined in Section V above) necessary for the implementation of the tasks outlined in this assignment.

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's suitability for the job.
2. A curriculum vitae (CV), including educational background (minimum of five years of higher education), along with copies of university diplomas and qualifications. The CV should also detail professional experience and include references to relevant previous work, studies, and publications, with the most relevant items highlighted in bold.
3. Documents/URL links/certificates that support the relevant references presented.
4. A methodological note on how the consultant will conduct the assignment, including 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 (e.g., registration certificate) 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.
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, they 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 **US 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 fees and any necessary equipment and/or supplies (Cf. Annex 2).

The financial offer should also include:

- A 'Submission letter', using the template attached in **Annex 1**.
- '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, before **7 September 2026, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject: **call for consultancy n°20_2026 SPA/RAC -" Elaboration of the IMAP EO 1 Common Indicator 2 factsheets related to pelagic habitats. - 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: procurement@spa-rac.org no later than five (5) calendar days before the deadline for the proposal submission.

Article 5 – Definition, consistency, and variation of prices

The services provided as part of this assignment consist of an overall fixed and non-revisable cost.

5.1. Variation of prices

The prices of the contracts are fixed and not subject to revision.

5.2. Finality of prices

The services provided may not, under any pretext, reconsider the market prices which were agreed by her/him.

Article 6 – Tender validity period

Any tenderer who submitted a tender will be bound by their 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-negotiable.

Article 7 – Terms of payment

The fees/payments relating to this contract, the amount of which is set out in the tender, will be paid within 30 days of receipt of the invoice and related supporting documents and/or validation by the SPA/RAC. The terms of payment are as follows:

- 50 % will be paid upon submission of the draft version of deliverable 1 and 2 and after the review and approval of SPA/RAC; and
- 50 % will be paid upon submission of final version of all deliverables, taking into consideration comments raised during technical meetings (i.e. CORMON, SPA/BD focal points, EcAp Coordination Group) and after the review and approval of SPA/RAC. This payment is also conditioned by a certificate of the final acceptance from SPA/RAC that the service provider has accomplished all its contractual obligations and duties to SPA/RAC's 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 bidder in his/her resident country and where he/she pays the taxes.

Article 8 – Evaluation procedure

The evaluation will be based on combined technical and financial criteria as follows:

8.1. 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;

Technical evaluation grid			
Criteria			Scoring
Expert	Experience	• At least ten (10) years of experience in the study, monitoring, assessment and conservation of pelagic habitats, plankton communities and marine biodiversity in the marine environment, preferably in the Mediterranean region. (5 points) • Expertise in monitoring and assessment of pelagic habitats, including indicator-based assessments using phytoplankton and zooplankton communities, biodiversity status assessments, ecosystem condition evaluations, and assessments of anthropogenic and environmental pressures affecting the Mediterranean marine environment. (07 points per valid reference, maximum: 35 points) • Experience in conducting studies and technical assessments related to the implementation of the Barcelona	<u>55 points maximum</u>

		Convention Ecosystem Approach (EcAp) process and the Integrated Monitoring and Assessment Programme (IMAP), particularly in relation to Ecological Objective 1 (Biodiversity), Common Indicator 2 (Condition of the habitat's typical species and communities), pelagic habitats, plankton-based assessments, or related biodiversity indicators. (05 points per valid reference, maximum: 15 points)	
		No references in the above-mentioned kind of experiences	0 points (<i>In this case, the offer is eliminated</i>)
	Diploma	A PhD (Doctorate) in environmental sciences, marine biology, ecology, or a related field.	5 points maximum
		A master's degree in one of the disciplines listed above.	2 points
		No university degree	0 point (<i>In this case, the offer is eliminated</i>)
Methodology proposed for conducting the mission		Methodology clearly presented, well-developed and meets the assignment terms of reference and objectives	30 points maximum
		Methodology clearly presented, fairly well-developed and meets the assignment terms of reference and objectives	25 points
		Methodology not developed but meets the assignment terms of reference and objectives	15 points
		Methodology not clearly presented and does not meet the assignment terms of reference and objectives, Or No methodology presented	0 point (<i>In this case the offer is eliminated</i>)
Time planning schedule		Planning is clearly presented, well developed and meets the assignment terms of reference and objectives	10 points maximum
		Planning is not much developed but meets the assignment terms of reference and objectives	5 points
		Planning not clearly presented and does not meet the assignment terms of reference and objectives, Or No planning presented	0 point (<i>In this case the offer is eliminated</i>)
Total score			100 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.

8.2. 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:

$$\text{Financial score} = (\text{amount of the lowest accepted offer} / \text{amount of the considered offer}) \times 100$$

8.3. 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 9 – 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 the final version of the deliverables as indicated in Section V of the Technical Specifications.

Article 10– Deadline for the execution of the mission

The overall duration for carrying out this consultancy is three months from the date of signature of the contract, including the deadlines for handing in the final documents and deliverables according to the timeline table in Article IV of the technical specifications.

Article 11 – 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 17 (Cancellation conditions), and without that the service provider can raise disputes or claim any compensation.

Article 12 – Intellectual property rights, ownership of document

All legal rights throughout the world in works or inventions created by the provider in connection with 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 13 – 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.

The consultant assigned to the mission covered by this contract who contravenes the aforementioned obligation of professional secrecy shall be liable to legal proceedings.

Article 14 – 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 15 – 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 16 – 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 17 – 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 section 4 - Deadline for the execution of the mission - "technical specifications" ;
- b. in the case described in the Article 11 (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 18 – 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 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).

ANNEX 1

SUBMISSION LETTER

I, the undersigned (Director) of
..... recorded in the commercial register on under the number
..... Domiciled at After having taken
due note of the dossier documents of the call for tenders 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 my bid is (.....) USD 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 tender 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 and official stamp)

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:

Designation	Unit price	Step 1		Step 2		Step 3		Total Steps (1+2+3)	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
Fees									
Expert									
Other costs necessary for the proper execution of the present consultancy									
Sub-total/Step									

Amount of bid, is fixed at the sum of

In, on
 (Signature and official stamp of bidder)