CALL FOR CONSULTANCY N°47/2026_SPA/RAC
(re-launch of call for consultancy n°39/2026)

TERMS OF REFERENCE
FOR THE PROVISION OF CONSULTANCY SERVICES

EVALUATION AND UPDATING OF ACTION PLAN FOR THE CONSERVATION OF MARINE VEGETATION IN THE MEDITERRANEAN SEA

October 2026

TECHNICAL SPECIFICATIONS

A-BACKGROUND

1. THE SPECIALLY PROTECTED AREAS REGIONAL ACTIVITY CENTRE (SPA/RAC)

The Specially Protected Areas Regional Activity Centre (SPA/RAC) was established by the Contracting Parties to the Barcelona Convention 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, 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 the SPA/RAC website

2. RATIONALE

The Contracting Parties to the Barcelona Convention, within the framework of the Mediterranean Action Plan, place a high priority on the conservation of the marine environment and its biological diversity. This commitment was reaffirmed through the adoption of the 1995 Protocol Concerning Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol), including its annexes, which list endangered or threatened species.

The SPA/BD Protocol establishes detailed obligations for the protection and conservation of species listed in Annexes II and III. In this context, the development and implementation of action plans for individual species or groups of species constitute an effective mechanism for guiding, coordinating, and strengthening the efforts of Mediterranean countries to safeguard the region's natural heritage.

Although not legally binding, these action plans have been adopted by the Contracting Parties as regional strategic frameworks that define priorities and identify key actions. They promote enhanced cooperation and solidarity among Mediterranean States and support the coordination of conservation efforts. This collaborative approach has proven essential to ensuring the effective conservation and sustainable management of the concerned species throughout their distribution across the Mediterranean.

The Mediterranean Countries adopted 8 regional Action Plans or Strategy:

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

These Action Plans constitute **medium-term regional strategic frameworks**, which are to be **updated every five years** based on a comprehensive evaluation of their implementation at both regional and national levels.

For the biennium 2026–2027, the Contracting Parties to the Barcelona Convention, at their **24th Meeting (COP 24, Cairo, 2–5 December 2025)**, requested SPA/RAC to update (i) the *Action Plan for the Conservation of Marine Vegetation in the Mediterranean Sea*, and (ii) the *Action Plan for the Conservation of Cetaceans in the Mediterranean Sea*.

3. RAP STRUCTURE AND CONTENTS

During the Seventeenth SPA/BD Focal Points Meeting (Istanbul, Türkiye, 20–22 May 2025), SPA/RAC presented an evaluation of the approach to Regional Action Plans (RAPs) for selected species and habitats adopted under the SPA/BD Protocol, together with recommendations for the way forward. One of the key recommendations was to develop a common format for Regional Action Plans on selected species and habitats. While RAPs address a wide range of species and habitats, and differences between them are therefore expected, it was recommended to establish a common structure and set of core elements for future RAP updates. This would help ensure greater consistency and facilitate the inclusion of comparable types of information across RAPs.

This recommendation was taken into consideration at the Twenty-fourth Ordinary Meeting of the Contracting Parties to the Barcelona Convention and its Protocols (COP24), held in Cairo, Egypt, from 2 to 5 December 2025. The proposed common structure for RAPs consists of two main parts. The first is a general part, covering the species or habitats concerned, the state of knowledge, relevant policies and legislation, threats, assessment methods, as well as the vision, goals and targets, among other elements. This part would be subject to less frequent review and updating. The second part focuses primarily on the short-term action plan and would be reviewed and updated more frequently, as necessary. The new recommended **RAP** structure is presented in Appendix II of Annex V to Decision IG.27/8.

The update shall take into account, as appropriate, the conclusions and recommendations arising from the **Evaluation of the Regional Action Plans Approach** and shall be submitted for consideration and adoption by the **25th Meeting of the Conference of the Parties (COP 25)**.

1. SPECIES AND HABITATS COVERED BY THE ACTION PLAN

The provisions of the Action Plan apply to all the macrophyte species inhabiting the Mediterranean and to the vegetal assemblages of importance for the marine environment that they form, in particular seagrass meadows, *Posidonia* barrier reefs and organogenic surface formations, vermetid terraces and the belts of *Cystoseira*, *Ericaria* and *Gongolaria*. Particular attention is to be paid to the species listed in Annex II (List of endangered or threatened species) of the SPA/BD Protocol, as last amended by Decision IG.27/7 (COP 24, Cairo, December 2025; in force since 4 May 2026), namely:

Magnoliophyta: *Cymodocea nodosa*, *Posidonia oceanica*, *Zostera marina* and *Nanozostera noltei* (formerly *Zostera noltii*); Chlorophyta: *Caulerpa prolifera* (formerly listed as *Caulerpa ollivieri*); Heterokontophyta: the genera *Cystoseira* (except *Cystoseira compressa*), *Ericaria* and *Gongolaria*, *Fucus virsoides*, *Laminaria rodriguezii*, *Sargassum acinarium*, *Sargassum flavifolium*, *Sargassum hornschuchii* and *Sargassum trichocarpum*; Rhodophyta: *Gymnogongrus crenulatus*, *Felicinia spathulata* (formerly *Kallymenia spathulata*), *Lithophyllum byssoides*, *Lithophyllum woelkerlingii* (formerly *Titanoderma ramosissimum*), *Ptilophora dentata* (formerly *Ptilophora mediterranea*), *Schimmelmannia schousboei*, *Sphaerococcus rhizophylloides*, *Tenarea tortuosa* and *Titanoderma trochanter*.

The updated Action Plan shall reflect the amended Annex II list and its current nomenclature, and shall identify the species and assemblages requiring priority action at regional and national levels.

B- OBJECTIVE

The overall objective of the assignment is to assess the implementation of the *Action Plan for the Conservation of Marine Vegetation in the Mediterranean Sea* and to prepare an updated and strengthened version of the Action Plan, aligned with recent regional and global commitments including restoration of seagrass in particular Posidonia, for submission to the relevant governance bodies of the Barcelona Convention (CoP25 December 2027).

C- TASKS TO BE UNDERTAKEN

To achieve the above-mentioned objectives, the Consultant shall undertake the following tasks:

1. Desk Review and Compilation of Information

- Documentation and materials provided by SPA/RAC;
- Relevant scientific and technical literature (published and grey);
- Outputs from the Ecosystem Approach (EcAp) and the Integrated Monitoring and Assessment Programme (IMAP), including factsheets, national monitoring programmes, and related decisions;
- Progress reports submitted to SPA/RAC Focal Points Meetings (2017, 2019, 2021, and 2023).

The Consultant shall complement this review with additional sources and expert knowledge, as appropriate.

2. Data Collection

- Develop an **evaluation questionnaire** to assess the implementation of the Action Plan at national and regional levels based on the questionnaire with the **Barcelona Convention reporting system**, including the online reporting format (Decision IG.23/1, COP 20, 2017).;
- Prepare **pre-filled questionnaires** for each Mediterranean country and relevant stakeholders (regional institutions, MAP components, Convention Secretariats, partners), based on the desk review;
- Coordinating with SPA/RAC for the dissemination of the pre-filled questionnaires to Focal Points, regional institutions, and partners; Collecting and consolidating feedback, additional data, and validations; Engaging, as appropriate, with SPA/RAC expert networks and relevant stakeholders to ensure completeness, accuracy, and ownership of the information collected.

4. Analysis and Reporting on the Status of Implementation

- Analyze information gathered through the desk review and completed questionnaires to assess:
  - Progress in implementation;
  - Gaps, challenges, and constraints;
  - Good practices and success stories;
  - Level of implementation at national and regional levels.
- Prepare a comprehensive **Status of Implementation Report**, including:
  - Key findings and trends;
  - Achievements and limitations;
  - Lessons learned;
  - Recommendations to inform the updating of the Action Plan.

The report shall be submitted as an **annex to the draft updated Action plan to be submitted** to the **18th SPA/BD Thematic Focal Points Meeting (May 2027)**.

5. Updating of the Action Plan (Participatory Process)

The Consultant will update the Action Plan through an inclusive, iterative process aligned with regional priorities and strong stakeholder engagement. The update shall take into account, as appropriate, the conclusions and recommendations arising from the **Evaluation of the Regional Action Plans Approach.**

- **Draft Preparation:** Prepare a first draft based on (i) Implementation assessment findings (ii)Regional/national priorities (iii)Key frameworks (Post-2020 SAPBIO, MSSD 2026–2035, EcAp/IMAP) and follow the agreed strategic and operational structure.
- **Consultations & Technical Meetings:** Conduct online meetings, and bilateral consultations with (i)Action Plan partners;(ii) MPN Task Force (iii) MSSD Flagship partners and (iv)Scientific experts and SPA/RAC networks to validate findings, ensure robustness, strengthen ownership, and define priority actions.
- **MSSD Flagship[1] Integration:** Include a dedicated section on Posidonia and seagrass aligned with the MSSD Flagship, Coordinate with MPN Task Force and partners to ensure coherence, integrate best practices, and promote synergies.
- **Revision & Finalization:** Revise based on inputs and ensure the final draft includes SMART actions, timelines, responsibilities, and alignment with regional frameworks and consensus.
- **Submission & Follow-up:** Submit to the 18th SPA/BD Focal Points Meeting (May 2027) and support its presentation.

[1] https://wedocs.unep.org/rest/api/core/bitstreams/85ca5407-b7ad-4451-834f-464de306846e/content

D-KEY DELIVERABLES

1. An inception report including a work plan, detailed methodology and timeline, to be submitted within 5 days after the signature of the contract by both Parties.
2. A report on the Status of implementation for the Action Plan
3. A Draft updated Action Plan (Tasks 5 and 6)
4. A final updating of the Action Plan

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

E-SUPERVISION AND COLLABORATION

The Consultant will work under the supervision of SPA/RAC Director, and in collaboration with SPA/RAC programme officer (Ecosystems conservation Programme officer) under the overall supervision of the SPA/RAC Director and in collaboration with the SPA/BD Focal Points and regional partners in the Mediterranean region. SPA/RAC will ensure the coherence and interlinkages between the updating of the Action Plan and the actions and expected results identified under the Post-2020 SAPBIO for 2027 and 2030. SPA/RAC will ensure the interlink between the assessment of the Action plan implementation and the ongoing processes for preparation of the Post-2020 SPA BIO at national and regional levels.

This is mainly a desk-based assignment. No missions are envisaged. Her/his participation to the 18th SPA/BD thematic Focal Point meeting (Mai 2027) will be decided if necessary. If decided, her/his participation to this meeting will be paid by SPA/RAC.

The Consultant and SPA/RAC will regularly inform and consult each other about the process of the evaluation and updating and organize regular coordination meetings, avoiding consequently the adoption of unilateral initiatives.

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

F-TIME SCHEDULE

The number of working days to implement the tasks and deliverables of this contract is **30 effective working days (WD)** with the following tentative schedule:

Deliverables	Deadline
Deliverable 1: **First Draft assessment report** on the Status of implementation of the Action Plan for the Conservation of marine vegetation in the Mediterranean Sea.	**15 January 2027**
Deliverable 2: **Final assessment report** on the Status of implementation of the Action Plan for the Conservation of marine vegetation in the Mediterranean Sea, taken into account SPA/DB FPs' revisions and comments	**28 February 2027**
Deliverable 3: First draft update of the Action Plan for the conservation of Marine vegetation in the Mediterranean Sea.	**15 March 2027**
Deliverable 4: **Second draft update** of the Action Plan for the Conservation of Marine vegetation in the Mediterranean Sea, taken into account SPA/DB FPs' revisions and comments	**20 April 2027**
Presentation of the second update of the Action Plan for the conservation of Marine vegetation in the Mediterranean Sea to the SPA/RAC Focal Point Meeting for endorsement and review. (by SPA/RAC)	**26 - 28 May 2027**

G- PROFILE, SKILLS AND EXPERIENCE REQUIRED OF CONSULTANT

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

- Advanced degree (Master's degree at least) in marine sciences, marine ecology, conservation biology or a related discipline.
- Minimum eligibility requirement: at least ten (10) years of professional experience in the conservation of threatened and endangered marine species and habitats, of which at least five (5) years directly on the marine vegetation covered by the Action Plan – the seagrass and macroalgal species listed in Annex II of the SPA/BD Protocol, as last amended (see Annex 3 to these Terms of Reference), and the assemblages they form – with particular reference to Posidonia oceanica, demonstrated by at least two verifiable references (publications, reports, contracts). Offers not meeting this requirement will be rejected without scoring.
- Excellent knowledge of global, regional and national requirements for the conservation of species and habitats, notably in the Mediterranean (SPA/BD Protocol and its Regional Action Plans, EcAp/IMAP, Post-2020 SAPBIO, MSSD Posidonia Flagship, Mediterranean Posidonia Network)
- Excellent writing and communication skills in English or in French; Arabic would be an asset.
- Strong interpersonal skills and the ability to communicate and work well with diverse cultural context.

ADMINISTRATIVE SPECIFICATIONS

ARTICLE 1- CONDITIONS FOR PARTICIPATION IN THE CONSULTANCY

Individual consultants, or associations of two consultants (a lead consultant and an associate consultant), may participate in this consultancy work. In the case of an association, the lead consultant must personally meet the minimum eligibility requirement set out in section G and will be the sole contracting party. The consultant must prove that he/she has all the legal and professional guarantees required for the performance of this assignment under good conditions.

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:

1. A cover letter outlining the consultant's suitability for the job.
2. A curriculum vitae including higher education degrees, information and highlighting references to previous relevant works and publications in relation to marine conservation of threatened and endangered species and habitats, in particular marine vegetation, seagrass and in particular Posidonia in the Mediterranean, together with a separate reference table listing, for each reference claimed: title, client or publisher, year, role of the consultant, geographical scope, and a URL link or attached document proving it. References not supported by evidence will not be counted.
3. A methodological note on how to approach, conduct and complete the assignment.
4. Works Planning and detailed time schedule, including a chronogram of intervention of the consultant (members of the team in case of more than one expert involved in the offer);
5. A statement of the working languages of the consultant (English, French, Arabic) with the level of proficiency.

Applicants are encouraged to send references of previous works completed on subjects relevant to the consultancy and send relevant documents by e-mail if those cannot be easily found online.

The selection process may include interviews (through Skype or phone), 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.
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; and
3. Terms of reference signed (date, signature of the provider at the end of the document).

1.3. Financial offer

The tasks to be implemented within the present contract are expected to need a maximum of 30 working days.

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:

1. submission letter, using the template attached in Annex 1; and
2. 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 seven (7) 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: procurement@spa-rac.org, before 21 November 2026 at 23h59 UTC+1 (Tunis Time). E-mails should have the following subject:

"Call for consultancy n°47/2026 SPA/RAC - Evaluation and updating of Action Plan for the conservation of Marine vegetation in the Mediterranean Sea - Name of the consultant"

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, tenders may submit a written request by e-mail to: procurement@spa-rac.org no later than seven (7) calendar days before the deadline for the proposal submission.

ARTICLE 5 - TERMS OF PAYMENT

Payment for the mission will be made as follows:

- The 1st Instalment of **30%** will be paid upon submission of the **deliverables 1** and the **deliverable 2** after their review and approval by SPA/RAC;
- The 2nd instalment of **60 %** will be paid upon submission **deliverables 3 & 4** and after the review and approval of SPA/RAC;
- The 4th and last instalment of **10**% will be paid after the **completion of the work and submission of all its final version deliverables**.

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 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(s) experience and diploma (60 points);
(ii) the methodology proposed for conducting the mission (25 points), and
(iii) the planning and detailed time schedule (including a chronogram of intervention) (15 points).

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

<table>
<tr><th colspan="4">Technical evaluation grid</th></tr>
<tr><th colspan="3">Criteria</th><th>Scoring</th></tr>
<tr><td rowspan="5">Consultant Expert Profile</td><td rowspan="2">Experience</td><td>1. A minimum of ten (10) years' experience in conducting conservation of threatened and endangered species and habitats, in particular marine vegetation, seagrass and in particular Posidonia in the Mediterranean.
2. Excellent knowledge of global, regional, and national requirements for the conservation of species and habitats, notably in the Mediterranean.
3. Excellent writing and communication skills in English or in French; Arabic would be an advantage.
4. Strong interpersonal skills and the ability to communicate and work well with diverse stakeholders.</td><td><u>40 points maximum</u>

(10 points per verified reference directly on the Mediterranean marine vegetation covered by the Action Plan (Annex II species, see Annex 3) –
5 points per verified reference on the conservation of other threatened marine species or habitats. In the case of an association: lead consultant 30 points maximum and associate consultant 10 points maximum, on the same scale)</td></tr>
<tr><td>No reference on Mediterranean marine vegetation (minimum eligibility requirement, section G)</td><td>0 point (In this case the offer is eliminated)</td></tr>
<tr><td rowspan="3">Diploma</td><td>Advanced degree in environmental marine sciences, conservation of threatened and endangered species and habitats, in particular marine vegetation, seagrass and in particular Posidonia in the Mediterranean.</td><td><u>20 points maximum</u></td></tr>
<tr><td>University degree in the above-mentioned disciplines</td><td>10 points</td></tr>
<tr><td>No university degree</td><td>0 point (in this case, the tender is eliminated)</td></tr>
<tr><td colspan="2" rowspan="2">Proposed methodology for carrying out the assignment</td><td>Well-developed methodology that responds precisely to the terms of reference and demonstrates knowledge of the current Action Plan, of the RAP common structure (Decision IG.27/8) and of the MSSD Posidonia Flagship</td><td><u>25 points maximum</u></td></tr>
<tr><td>Methodology fairly well-developed and in line with the terms of reference</td><td>15 points</td></tr>
</table>

	Methodology fairly developed and more or less in line with the terms of reference	5 points
	Methodology not in line with the terms of reference or no methodology presented	0 point (**in this case, the tender is eliminated**)
Detailed planning and timetable (including an intervention chronogram)	A coherent, well-structured schedule and timetable that accurately reflects the terms of reference	**15 points maximum**
	Planning and timetable moderately coherent and structured but in line with the terms of reference	8 points
	Planning and Timetable not complying with the terms of reference or not submitted	0 point (**in this case, the tender is eliminated**)
Total score (maximum 100 points)		… 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 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 5 (Deliverables

and deadlines) 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 seven (07) 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	Deadline
Deliverable 1: **First Draft assessment report** on the Status of implementation of the Action Plan for the Conservation of marine vegetation in the Mediterranean Sea.	**31 January 2027**
Deliverable 2: **Final assessment report** on the Status of implementation of the Action Plan for the Conservation of marine vegetation in the Mediterranean Sea, taken into account SPA/DB FPs' revisions and comments	**15 March 2027**
Deliverable 3: First draft update of the Action Plan for the conservation of Marine vegetation in the Mediterranean Sea.	**15 March 2027**
Deliverable 4: **Second draft update** of the Action Plan for the Conservation of Marine vegetation in the Mediterranean Sea, taken into account SPA/DB FPs' revisions and comments	**20 April 2027**
Presentation of the second update of the Action Plan for the conservation of Marine vegetation in the Mediterranean Sea to the SPA/RAC Focal Point Meeting for endorsement and review. (by SPA/RAC)	**26 - 28 May 2027**

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 5 of the technical specifications (Deliverables and deadlines), 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 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 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 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 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 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 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 the contract in case of non-respect of the deadline of execution (Article 8: Deadline for the execution of the mission) or of 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), and in the case described in the Article 9 (Penalty), when the amount is capped at 10% of the total amount of the consultancy. In case of cancellation, the payment will be done in proportion to the tasks already carried out and judged satisfactory.

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	Task 1		Task 2		Task 3		Total Task (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 (including 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)