



**Mediterranean  
Action Plan**  
Barcelona  
Convention



*The Mediterranean  
Biodiversity  
Centre*

# CALL FOR TENDERS

**CALL FOR TENDERS N° 14/2020\_SPA/RAC**

**Development of an Online Evaluation System for the  
Specially Protected Areas of Mediterranean Importance  
(SPAMIs)**

**24 July 2020**

**This call for tenders document is available only in English.  
Offers could be made either in English or French.**

**Development of an Online Evaluation System  
for the Specially Protected Areas of Mediterranean Importance (SPAMIs)**

**TABLE OF CONTENTS**

<i>List of acronyms in English and French</i>	4
<b>TECHNICAL SPECIFICATIONS</b>	<b>5</b>
<b>1. Background</b>	<b>5</b>
<b>1.1. The Specially Protected Areas Regional Activity Centre</b>	<b>5</b>
<b>1.2. Specially Protected Areas</b>	<b>5</b>
<b>1.3. Specially Protected Areas of Mediterranean Importance</b>	<b>5</b>
<b>1.3.1. Inclusion of areas in the SPAMI List</b>	<b>6</b>
<b>1.3.2. Revision of the SPAMI List</b>	<b>6</b>
<b>1.3.3. The period of provisional nature</b>	<b>7</b>
<b>2. Objective and scope of the assignment</b>	<b>8</b>
<b>3. Tasks to be undertaken</b>	<b>8</b>
<b>3.1. Workflow</b>	<b>8</b>
<b>3.2. Backend</b>	<b>9</b>
<b>3.2.1. Status of progress of the report</b>	<b>9</b>
<b>3.2.2. Dashboard (Administrator)</b>	<b>10</b>
<b>3.2.3. Dashboard (Evaluators: TAC members including the concerned SPA/BD National Focal Point)</b>	<b>11</b>
<b>3.2.4. Dashboard (SPA/BD National Focal Points)</b>	<b>11</b>
<b>3.3. Graphic presentation</b>	<b>11</b>
<b>3.4. Follow-up to the evaluation procedure</b>	<b>11</b>
<b>4. Methodology and phases</b>	<b>11</b>
<b>4.1. Phase I: Diagnostic phase</b>	<b>11</b>
<b>4.2. Phase II: Development phase</b>	<b>12</b>
<b>4.3. Phase III: Test, tuning and training phase</b>	<b>12</b>
<b>4.4. Phase IV: Warranty period</b>	<b>12</b>
<b>5. Deliverables and expected outcomes</b>	<b>13</b>
<b>5.1. Deliverables of phase I</b>	<b>13</b>
<b>5.2. Deliverables of phase II</b>	<b>13</b>
<b>5.3. Deliverables of phase III</b>	<b>13</b>
<b>5.4. Deliverables of phase IV</b>	<b>13</b>
<b>6. Particular remarks</b>	<b>14</b>
<b>6.1. Language</b>	<b>14</b>
<b>6.2. Materials and means of implementation</b>	<b>14</b>

<b>6.3. Miscellaneous costs</b>	<b>14</b>
<b>ADMINISTRATIVE CLAUSES</b>	<b>15</b>
<b>Article 1 - Conditions for participation in the tender</b>	<b>15</b>
<b>Article 2 - Content of the offer</b>	<b>15</b>
<b>2.1. Technical offer</b>	<b>15</b>
<b>2.2. Administrative documents</b>	<b>16</b>
<b>2.3. Financial offer</b>	<b>17</b>
<b>Article 3 - Submission of offers</b>	<b>17</b>
<b>Article 4 - Additional information</b>	<b>17</b>
<b>Article 5 - Definition, consistency and variation of prices</b>	<b>17</b>
<b>Article 6 - Tender validity period</b>	<b>17</b>
<b>Article 7 - Terms of payment</b>	<b>18</b>
<b>Article 8 - Offers evaluation procedure</b>	<b>18</b>
<b>8.1. Evaluation of technical offers</b>	<b>18</b>
<b>8.2. Evaluation of the financial offers</b>	<b>21</b>
<b>8.3. Conclusions of the evaluation committee</b>	<b>21</b>
<b>Article 9 - Deadline for the execution of the mission</b>	<b>22</b>
<b>Article 10 - Monitoring, control and validation of the work</b>	<b>23</b>
<b>Article 11 - Penalty</b>	<b>23</b>
<b>Article 12 - Copyright, ownership of documents</b>	<b>23</b>
<b>Article 13 - Arbitrage, dispute settlement</b>	<b>23</b>
<b>Article 14 - Liability and insurance</b>	<b>23</b>
<b>Article 15 - Force majeure</b>	<b>24</b>
<b>Article 16 - Cancellation conditions</b>	<b>24</b>
<b>Article 17 - Conflict of interests</b>	<b>25</b>
<b>17.1. Prohibition of incompatible activities</b>	<b>25</b>
<b>17.2. Non-participation of the holder and his associates in certain activities</b>	<b>25</b>
<b>Article 18 - Provisional and final acceptance</b>	<b>25</b>
<b>ANNEX 1: SUBMISSION LETTER</b>	<b>26</b>
<b>ANNEX 2: DETAILS OF GLOBAL PRICE</b>	<b>27</b>

## List of acronyms in English and French

<b>AF</b>	Annotated Format for the Presentation Reports for the Areas Proposed for Inclusion in the SPAMI List	<b>FA</b>	<i>Format Annoté pour les Rapports de Présentation des aires proposées pour inscription sur la Liste des ASPIM</i>
<b>CP</b>	Contracting Party	<b>PC</b>	<i>Partie Contractante</i>
<b>COP</b>	Conference of Parties	<b>CdP</b>	<i>Conférence des Parties</i>
<b>FP</b>	Focal Point	<b>PF</b>	<i>Point Focal</i>
<b>MAP</b>	Mediterranean Action Plan	<b>PAM</b>	<i>Plan d'Action pour la Méditerranée</i>
<b>MedCHM</b>	Mediterranean Clearing House Mechanism	<b>MedCHM</b>	<i>Mécanisme de centre d'échange d'informations méditerranéen</i>
<b>MPA</b>	Marine Protected Area	<b>AMP</b>	<i>Aire Marine Protégée</i>
<b>NFP</b>	National Focal Point	<b>PFN</b>	<i>Point Focal National</i>
<b>SPA</b>	Specially Protected Area	<b>ASP</b>	<i>Aire Spécialement Protégée</i>
<b>SPA/BD</b>	Specially Protected Areas and Biological Diversity	<b>ASP/DB</b>	<i>Aire Spécialement Protégées et Diversité Biologique</i>
<b>SPAMI</b>	Specially Protected Area of Mediterranean Importance	<b>ASPIM</b>	<i>Aire Spécialement Protégée d'Importance Méditerranéenne</i>
<b>SPAMI Evaluation System</b>	Specially Protected Area of Mediterranean Importance Evaluation System	<b>Système d'évaluation des ASPIM</b>	<i>Système d'évaluation des Aires Spécialement Protégées d'Importance Méditerranéenne</i>
<b>SPA/RAC, formerly "RAC/SPA"</b>	Specially Protected Areas Regional Activity Centre	<b>SPA/RAC, formerly "CAR/ASP"</b>	<i>Centre d'Activités Régionales pour les Aires Spécialement Protégées</i>
<b>TAC</b>	Technical Advisory Commission	<b>CTC</b>	<i>Commission Technique Consultative</i>
<b>UNEP</b>	United Nations Environment Programme	<b>PNUE</b>	<i>Programme des Nations Unies pour l'Environnement</i>

# TECHNICAL SPECIFICATIONS

## 1. Background

### 1.1. 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). Tunisia has been hosting the Centre since its establishment in 1985. The Centre works under the auspices of the UN 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](http://www.spa-rac.org).

### 1.2. Specially Protected Areas

In order to protect and manage, in a sustainable and environmentally sound way, areas of particular natural and cultural value, the Mediterranean countries, Contracting Parties to the SPA/BD Protocol, are encouraged to establish Specially Protected Areas (SPAs) in the marine and coastal zone subject to their sovereignty or jurisdiction.

Specially Protected Areas (SPAs) are marine and coastal protected areas which aim to safeguard: representative types of coastal and marine ecosystems; habitats which are in danger of disappearing; habitats critical to the survival, reproduction and recovery of endangered, threatened or endemic species of flora or fauna; and sites of particular importance because of their scientific, aesthetic, cultural or educational interest.

### 1.3. Specially Protected Areas of Mediterranean Importance

In order to promote cooperation in the management and conservation of natural areas, as well as in the protection of threatened species and their habitats, the countries have drawn up, in 2001, the "List of Specially Protected Areas of Mediterranean Importance" (SPAMI List).

The SPA/BD Protocol provides the criteria for the choice of marine and coastal protected areas that could be included in the SPAMI List (Annex I to the SPA/BD Protocol), as well as the procedure and steps to be followed for their inclusion in the List.

In 2020, the total number of areas included in the SPAMI List is 39 SPAMIs. This number is expected to increase every two years, after the possible inclusion of new areas in the List, by decision of the biennial ordinary Meetings of the Contracting Parties (COPs) to the Barcelona Convention and its Protocols.

For more information about SPAMIs, please consult: <http://www.rac-spa.org/spami> and the "SPAMI Collaborative Platform": <http://spami.medchm.net>.

### **1.3.1. Inclusion of areas in the SPAMI List**

Proposals for inclusion in the SPAMI List may be submitted:

- a) By the country concerned, if the area is situated in a zone already delimited, over which it exercises sovereignty of jurisdiction (i.e. a coastal national SPAMI);
- b) By two or more neighbouring countries concerned, if the area is situated, partly or wholly, on the high sea (i.e. a multilateral (transboundary high sea) SPAMI);
- c) By the neighbouring countries concerned in the areas where the limits of national sovereignty or jurisdiction have not yet been defined (i.e. a multilateral high sea SPAMI).

The countries making proposals for inclusion in the SPAMI List should provide SPA/RAC with a presentation report containing information on the area's geographical location, its physical and ecological characteristics, its legal status, its management plans and means for their implementation, as well as a statement justifying its Mediterranean importance. For that aim, a specific format was adopted in 2001. It is the "Annotated Format for the Presentation Reports for the Areas Proposed for Inclusion in the SPAMI List" (AF), available in [English](#) and in [French](#).

The countries which proposed the inclusion of the area in the SPAMI List should implement the protection and conservation measures specified in their proposal. The other Mediterranean countries, Parties to the SPA/BD Protocol, undertake to observe the rules thus laid down.

For more information about the procedure, please consult: [http://www.rac-spa.org/spami\\_establishment\\_procedure](http://www.rac-spa.org/spami_establishment_procedure).

### **1.3.2. Revision of the SPAMI List**

Areas included in the SPAMI List are subject to ordinary periodic reviews, every six (6) years, counting from the date of their inclusion in the List.

A "Procedure for the revision of the areas included in the SPAMI List" was adopted in 2008. The procedure is available in [English](#) and [French](#).

According to this procedure, the periodic review of SPAMIs should assess their degree of conformity with the criteria defined in the SPA/BD Protocol, including its Annex I, using a specific format. The format concerns the existing threats, regulations, management, protection measures, resources, means, knowledge, cooperation and networking.

For that aim, a specific format was adopted in 2008, and updated in 2019. It is the "Updated Format for the periodic review of Specially Protected Areas of Mediterranean Importance (SPAMIs)". This updated format is available in [English](#) and [French](#).

**It is this updated format for the periodic review of SPAMIs that should be developed as a web application, i.e. the online "SPAMI Evaluation System".**

The review is entrusted to a mixed Technical Advisory Commission (TAC) integrated by:

- The concerned [SPA/BD National Focal Point](#) and/or the [SPAMI manager](#);
- A national expert on the particular biology and ecology of the area; and
- Two independent experts, having necessary qualifications, scientific rigor, regional experience in marine protected area management, independence and impartiality. They should not be national of the country in which the review is carried out.

Once the Technical Advisory Commission (TAC) formed, it should visit the concerned area to be evaluated.

Prior to the site visit, the SPAMI manager should complete the format. His/her responses to the questions should be backed by supporting documentation.

Prior to the site visit, the Technical Advisory Commission (TAC) should receive the completed format, its supporting documentation, and key SPAMI documents; and should make a preliminary assessment of the SPAMI compliance, based on the received documents.

During the site visit, the Technical Advisory Commission (TAC) make their assessment, discuss and complete together the final version of the format which should be endorsed by signature from all the members of the Technical Advisory Commission (TAC).

After the site visit, the results of the review (the completed format (i.e. evaluation report), signed by all the TAC members) should be forwarded to SPA/RAC, to be surveyed and presented in the following SPA/BD Focal Points biennial Meeting for endorsement.

In the case of a negative recommendation, the SPA/BD Focal Points will recommend the Meeting of the Contracting Parties (COP) to include the SPAMI in a period of provisional nature.

### **1.3.3. *The period of provisional nature***

A SPAMI would enter the period of provisional nature either:

- After an ordinary -or an extraordinary- review recommends it; or
- It has been provisionally accepted as a new SPAMI in the List without fully complying with all the necessary criteria.

A SPAMI can stay within the period of provisional nature for a maximum of six (6) years. The country concerned must inform the following SPA/BD Focal Points Meeting, within 2-year time, about the identification and launching of the adequate corrective measures.

SPAMIs in this provisional period, when the country concerned asks for it, shall constitute a priority for cooperation and sponsorship from:

- Other Parties;
- Other SPAMIs, particularly those with a Diploma;
- Any tools specifically established for the case, such as expert commissions or the support from a SPAMI Fund.

Before the end of the six-year period, an Extraordinary Review will be developed. Two options are envisioned for this review:

- Following the same procedure as for the Ordinary Review; or
- A rapid assessment (e.g. 2 days) entrusted to a simplified mission from the national SPAMI manager and an independent non-national expert.

The results of this appraisal will be transmitted through SPA/RAC to the following SPA/BD Focal Points Meeting.

If the Extraordinary Review concludes that the recommended measures were implemented and the legal, protection or ecological status has improved during the six years period, the SPAMI will leave the period of provisional nature and enter again into the regular review process.

Should the Extraordinary Review conclude that the damage is irremediable or that the necessary measures have not been implemented within the provisional period, the Parties may suggest the State concerned to remove the SPAMI from the List, considering that important reasons for doing so still remain. Then, a choice should be done between two options:

- The country concerned would be invited to compensate the loss of a SPAMI with another site proposed within the same country; or
- The SPAMI concerned is removed from the List. The decision for withdrawal shall be taken by the Meeting of the Contracting Parties (COP) by a two-thirds majority of the votes cast. It should be notified by means of a resolution, and the reasons for such a decision should be transmitted to the government concerned and the authorities responsible for managing the area.

## 2. Objective and scope of the assignment

SPA/RAC plans to develop a bilingual, English and French, online “SPAMI Evaluation System” for the need of the SPAMI periodic review (described in section 1: Background), using the “Updated Format for the periodic review of Specially Protected Areas of Mediterranean Importance (SPAMIs)” adopted in 2019, and available in [English](#) and [French](#).

## 3. Tasks to be undertaken

The following specifications are provided to guide the service provider to prepare their offers. A scoping meeting at the project start and phase I of the assignment (Diagnostic phase) will lead to define the detailed needs and to complete them as necessary.

The service provider should develop a **bilingual (English and French) web application, i.e. the online “SPAMI Evaluation System”**.

The development of the SPAMI Evaluation System should take into account the “[Main Elements and Roadmap for the Preparation of a UNEP/MAP Data Management Policy](#)” adopted in the framework of the MAP-Barcelona Convention.

The development of the SPAMI Evaluation System should consider **high security levels** in the development language and coding.

The SPAMI Evaluation System should be developed as a **module to be linked to the SPAMI Collaborative Platform** (<http://spami.medchm.net/en>), that is a bilingual (English and French) exchange platform, developed by SPA/RAC in 2020. The SPAMI Collaborative Platform was developed using the Laravel PHP framework (Version 6.2) and PostgreSQL as DBMS. For further detail, please refer to the [SPAMI Collaborative Platform Handover Document](#), available in French only.

### 3.1. Workflow

As explained in paragraph 1.3.2. above (“Revision of the SPAMI List”), the different steps of work on the SPAMI Evaluation System should as follows:

- a) The SPAMI manager is the first intervener that has to complete the online format. He/she creates a new format corresponding to the SPAMI he/she manages and makes a self-evaluation. After completing the format and uploading the key SPAMI documents and relevant supporting documentation, the SPAMI manager should share the completed format with all the other members of the Technical Advisory Commission (TAC): i.e. the SPA/BD National Focal Point, the national expert and the two independent experts. It is very important that the SPAMI manager would be able to share the draft report with the SPA/BD Focal Point first, who should validate it and share it with the other TAC members (evaluators);

- b) The Technical Advisory Commission (TAC) members should make, each from his/her side, a preliminary assessment of the SPAMI compliance, based on the received completed format (self-evaluation) and backing documentation. During this phase, when each of TAC member (evaluator) is working apart, it would be important that each evaluator could generate his/her own draft evaluation report (online format; it could be based on the self-evaluation report completed by the SPAMI manager and shared by the SPA/BD Focal Point), to work on it, take notes and prepare the site visit and associated meeting, in view of the final evaluation;
- c) A site visit is planned to the evaluated SPAMI area, where all the Technical Advisory Commission (TAC) members should meet, discuss, make the final evaluation of the SPAMI, and complete all together the final version of the format;
- d) When agreed upon, this final version of the format (i.e. the evaluation report) should be endorsed by signature from all the Technical Advisory Commission (TAC) members and forwarded to SPA/RAC, by the SPA/BD National Focal Point;
- e) SPA/RAC takes due notice of the results of the SPAMI evaluation and forward the final signed evaluation report to the following SPA/BD Focal Points Meeting for endorsement.

### 3.2. Backend

The online SPAMI Evaluation System should be:

- developed as a **module to be linked to the SPAMI Collaborative Platform** (<http://spami.medchm.net/en>). The module could be reached through the **SPAMI Collaborative Platform** or directly through a dedicated sub-domain;
- developed using the “Updated Format for the periodic review of Specially Protected Areas of Mediterranean Importance (SPAMIs)” (available in [English](#) and [French](#)) as yes/no, multiple-choice, and open-ended questions and including a result display system (based on a scoring system);
- bilingual: developed in English and French and linked to the English/French bilingual SPAMI Collaborative Platform;
- secured, responsive, attractive, user-friendly, and intuitively designed.

It should serve to evaluate two categories of SPAMIs:

- coastal national SPAMIs; and
- multilateral (transboundary high sea) SPAMIs (please, refer to the format to be developed in [English](#) and [French](#)).

The online SPAMI Evaluation System should evaluate the same SPAMI as many times as needed (ordinarily: every six (6) years, and extraordinarily: at any time in between).

Each SPAMI should have a specific folder on the online server for storing its justification documentations, sorted by year (date).

All validated PDF final evaluation reports should be stored in a specific folder on the online server, sorted by year (date).

#### 3.2.1. Status of progress of the report

The status of the evaluation reports are the following:

- Self-evaluation underway: the online format is filled in by the SPAMI manager (self-evaluation) and then shared with the SPA/BD National Focal Point,

- Self-evaluation validated: the filled in online format is validated by the SPA/BD National Focal Point and shared with the other TAC members (evaluators);
- Evaluation underway: a final version of the format is consensually filled in by all the TAC members during the site visit;
- Evaluation validated: the final version of the format filled in by all the TAC members is validated, signed and a PDF is generated;
- Evaluation submitted: The signed PDF evaluation report is sent to SPA/RAC;
- Archived: an archive is generated and stored on the server with possibility of downloading, including the signed final evaluation report and all the uploaded backing documentation (docs, PDFs, images, videos, maps, PowerPoint presentations, etc.).
- After the SPA/BD Focal Points Meeting, the final evaluation report (PDF) should be uploaded on the SPAMI Collaborative Platform, in its section Procedures/Evaluation Reports: <http://spami.medchm.net/fr/procedures>.

### **3.2.2. Dashboard (Administrator)**

The Administrator dashboard should include the following items:

- The list of SPAMIs previously evaluated per year; the list of SPAMIs to be evaluated during the ongoing biennium, and the timeline and list of SPAMI evaluations for the three following biennia (six years);
- The established ad hoc Technical Advisory Commissions (TACs) for each SPAMI being evaluated during the ongoing biennium and the previous biennia (TACs are specific to every SPAMI to be evaluated and could change over the successive ordinary evaluations, every six years);
- A follow-up of the evaluation reports status (Self-evaluation underway, Self-evaluation validated, Evaluation underway, Evaluation validated, Evaluation submitted, Archived);
- Management of the TACs:
  - o Assign roles to registered users (SPA/BD National Focal Point, SPAMI manager, national expert, independent experts),
  - o Establish the TAC assigned with the evaluation of each SPAMI, for a specified period of time (e.g. the ongoing biennium, or for a given number of months: from a date to another date),
  - o List the established TACs along with their composition (members), concerned SPAMIs, periods, etc.,
  - o Create the online format (draft evaluation report) for the SPAMI manager and possibly for each TAC member, in one of the online system's working languages: English or French (The language must be the same for all the TAC members);
- Management of the SPAMI evaluation reports:
  - o List all the evaluation reports (with possibility to have detailed information: periods, SPAMIs, TACs, status of the reports) for the Administrator;
  - o List the evaluation reports for a specific SPAMI for each TAC member (periods, status of the report) and put them in a folder with all the other backing documentations (documents, management plans, images, videos, maps, PowerPoint presentations etc.).

### **3.2.3. Dashboard (Evaluators: TAC members including the concerned SPA/BD National Focal Point)**

The Evaluator dashboard should include the following items:

- The listing of the report(s) to be filled in or edited (if its status is Underway) ;
- Upload documents (Word and PDF), maps (shape files to be stored), photos, videos, PowerPoint, and provide a name describing the contents of the file. Links are automatically generated for each of these files under the relevant section, using a simple process, in the score justification field of the form.

### **3.2.4. Dashboard (SPA/BD National Focal Points)**

The SPA/BD National Focal Points dashboard should include the following items:

- List of his/her country's previous evaluation reports (with possibility to get detailed information: period, SPAMIs, TACs, status of the reports);
- List the evaluation reports for a specific SPAMI and for each TAC member (period, status of the report) in a folder with other useful documents (documents, management plans, images, videos, maps, PowerPoint presentations, etc.);
- Receive a notification on the deadline for sending the final evaluation report(s) (two months before the following SPA/BD Focal Points biennial Meeting. The date of this meeting when definitely set should be entered as a parameter. Usually this biennial meeting is scheduled in May/June of odd-numbered years).

## **3.3. Graphic presentation**

The graphics part of the SPAMI Evaluation System should follow the SPA/RAC institutional graphic charter (presently under review), the SPAMI Evaluation System graphic identity (available online) and the SPA/RAC new website graphic model (presently under development, not yet online). The transition from one application to the other should be smooth and unperceivable, i.e. it should not include visual differences.

## **3.4. Follow-up to the evaluation procedure**

After their endorsement by the biennial Meeting of SPA/BD Focal Points, the final evaluation reports (PDF) should be uploaded on the section Procedures/Evaluation Reports of the SPAMI Collaborative Platform (<http://spami.medchm.net/fr/procedures>), where they would be accessible to the general web users using an existing research tool.

The corresponding SPAMI factsheet, available on the SPAMI Collaborative Platform, should be updated with information extracted from the evaluation reports (e.g. TAC main recommendations), as well as with the decision of the Contracting Parties following up the evaluation of the SPAMI, if any.

## **4. Methodology and phases**

A **scoping meeting** should be organized with the SPA/RAC team, at the project start, within a period not exceeding seven (7) days from the date of signature of the contract. The meeting could be held as a face-to-face meeting or by teleconference.

The performance of the service should follow the four following phases:

### **4.1. Phase I: Diagnostic phase**

The diagnostic phase will have a duration of fifteen (15) calendar days.

This phase should come up with a comprehensive diagnostic of the prevailing situation and a detailed action plan, including the technical means to be used for the performance of all the requested tasks.

SPA/RAC will provide the service provider with all the elements at its disposal allowing a better understanding of the context and objectives of the assignment.

After the completion of phase I, a face-to-face presentation meeting should be organized with the SPA/RAC team, at SPA/RAC premises in Tunis, to discuss and validate the diagnostic phase results and its ensuing action plan.

This meeting is expected to be held one (1) week after receipt of the preliminary report of phase I. The final report of phase I will be delivered one (1) week after the presentation meeting.

#### **4.2. Phase II: Development phase**

The development phase will have a duration of thirty (30) calendar days.

This phase should come up with a functional application: the SPAMI Evaluation System, in test mode, deployed on SPA/RAC server<sup>1</sup>; the preliminary versions of the user and administration manuals; as well as the installation procedures.

#### **4.3. Phase III: Test, tuning and training phase**

The test, tuning and training phase will have a duration of thirty (30) calendar days.

This phase should come up with an operational and bug-free application of the SPAMI Evaluation System.

A face-to-face final presentation meeting should be organized with the SPA/RAC team, at SPA/RAC premises in Tunis.

At the end of phase III, the documents presented in phase II will be validated and put together to constitute the final report of phase III.

The service provider will provide a face-to-face training for the concerned personnel (1 day) following the final presentation meeting.

The provisional acceptance without reservation will be decided upon the finalization of Phase III.

#### **4.4. Phase IV: Warranty period**

The warranty will last six (6) months, starting from the date of the provisional acceptance.

At the end of this phase, and provided that all the contract deliverables and tasks are validated by SPA/RAC, and no bugs and no malfunctioning have remained not fixed by the service provider, SPA/RAC will declare the final acceptance of the contract.

**NB:** The service provider should be present, as a minimum, at the four (4) following meetings:

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<sup>1</sup> SPA/RAC server: CPU: Intel(R) Xeon(R) E5, RAM: 64 GB, HDD: 2 x SATA 480 GB, OS: CentOS 7.

- One (1) scoping meeting: face-to-face or by teleconference;
- One (1) phase I presentation meeting: face-to-face;
- One (1) phase III final presentation meeting: face-to-face; and
- One (1) training of the concerned SPA/RAC personnel: face-to-face.

## 5. Deliverables and expected outcomes

### 5.1. Deliverables of phase I

The deliverables and expected outcomes of phase I are:

- Phase I - Provisional Diagnostic Report: a comprehensive diagnostic of the prevailing situation and identification of needs;
- Phase I - Provisional Action Plan: a detailed action plan for the development and implementation of the SPAMI Evaluation System, describing the technical means to be used for the performance of all the requested tasks;
- Phase I - Final Diagnostic Report;
- Phase I - Final Action Plan: an updated planning for the implementation of phase II, III and IV of the assignment;
- A face-to-face phase I presentation meeting with the SPA/RAC team, at SPA/RAC premises in Tunis, to discuss and validate the diagnostic report and ensuing action plan.

### 5.2. Deliverables of phase II

The deliverables and expected outcomes of phase II are:

- Phase II - Preliminary version of the User manual;
- Phase II - Preliminary version of the Administration manual;
- Phase II - Conceptual Data Model (CDM) of the database;
- Phase II - Installation procedure: a clear, detailed and screenshot-illustrated installation procedure, providing potential problems as well as the way of resolving them;
- Phase II - Development handover manual, allowing to understand very clearly the structure and architecture of the source code/development in view of future improvement of the developed web application and related tools;
- The developed SPAMI Evaluation System, functional, deployed in test mode on the SPA/RAC server.

### 5.3. Deliverables of phase III

The deliverables and expected outcomes of phase III are:

- Phase III - Final version of the User manual;
- Phase III - Final version of the Administration manual;
- Phase III - Final version of the Conceptual Data Model (CDM) of the database;
- Phase III - Final version of the installation procedure;
- Phase III - Final version of the Development handover manual;
- The SPAMI Evaluation System, installed on the SPA/RAC server, functional and without bugs, with a copy on a backup device;
- Phase III - A training module on the SPAMI Evaluation System web application.

### 5.4. Deliverables of phase IV

The deliverable of phase IV is:

- Phase IV Report: a report on the progress of tests, tunings and any intervention to resolve problems that occurred during the warranty period.

## **6. Particular remarks**

### **6.1. Language**

The SPAMI Evaluation System should be developed in both English and French.

The various reports, user and administration manuals, and any other communication or report related to the delivery of the service could be in either English or French.

### **6.2. Materials and means of implementation**

The provider must mobilize every necessary equipment for the completion of the work in hand.

### **6.3. Miscellaneous costs**

Travel and accommodation costs, as well as insurance for the team and equipment, will be borne by the service provider.

# ADMINISTRATIVE CLAUSES

## Article 1 - Conditions for participation in the tender

The present call for tenders is open to consulting firms, service provider companies and consortia of individual consultants that: (i) have proven experience in web applications development (backend/frontend) in the field of the environment and in conformity with international security standards, and in user interfaces development and design, including forms, scoring systems/statistics and dashboards; (ii) have already carried out similar assignments; and (iii) have had no disputes with SPA/RAC.

The consulting firms, service provider companies and individual consultants must prove that they have all the required legal and professional guarantees, to ensure the execution of the present assignment under good conditions.

Consulting firms, service provider companies and individual consultants may bid as joint-liability consortiums, provided that the leader of the consortium is clearly identified in the consortium deed, an original copy of which should be included in the offer.

The interested tenderers must tender for all the services requested. Any offer relating to one or more parts of the requested services will not be accepted.

## Article 2 - Content of the offer

The offer documents must include separately (i) a technical offer, (ii) administrative documents and (iii) a financial offer.

### 2.1. Technical offer

It must contain:

1. The consulting firm/service provider companies' relevant references regarding web applications with secured backend, user/roles management, CRUD operations with workflows, file managements, and responsive design; relevant references (no more than 10 relevant references maximum) should indicate the nature of the service provided, the sponsor, budget, and completion date of the study, along with a functional URL to the web application and a completion certificate, acceptance minutes or any other documentary evidence delivered by the study sponsor;
2. The CVs of the proposed experts including their educational backgrounds, qualifications, experience and references, and including copies of their university degrees(s); the team of experts should include at least the three (3) following experts:
  - Expert 1 (Team Leader): computer science or any other relevant field university-level specialist, with experience in web application development project management;
  - Expert 2 (Backend Developer): *computer science or related field specialist with experience in analysis and database conception, web applications with backend/dashboard development and programming*;
  - Expert 3 (Web Designer): art, design, multimedia, communication or computer science or related fields specialist, with experience in web applications and dashboard design.

3. A methodological note demonstrating a good understanding of the objectives, scope and contents of the assignment, and including the organization of the work, methods to be used and implementation steps;
4. A planning and time schedule, as well as the chronogram of intervention of the proposed experts.

## **2.2. Administrative documents**

For consulting firms and service provider companies, the administrative folder should include the following administrative documents:

1. A tax certificate, valid on the offer submission date, proving that the consulting firm/service provider company has no outstanding tax obligations.
2. A certificate proving that the tenderer is registered in the commercial register.
3. A statement delivered by the social security body to which the consulting firm/service provider company is affiliated stating that all dues have been paid and which is valid on the date of submission.
4. A sworn statement of non-bankruptcy.
5. A sworn statement that the consulting firm/service provider company is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
6. A sworn statement from each of the team of expert members, who are not staff members, confirming that they are willing to participate in the work team to carry out this mission.
7. The present call for tenders signed (date, signature and stamp of the consulting firm/service provider company at the end of the document).

For individual consultants' consortia, the administrative folder should include the following administrative documents:

1. A document certifying the ability to practice this profession (registration certificate, for example) according to the legislation of the consultant's country with the tax number on it.
2. A sworn statement that the bidder is in no situation that could in any way be incompatible with the mission or compromise independence in carrying out the mission.
3. The consultant(s) must prove the legal capacity to sign contracts and issue invoices according to the respective country legislation of fiscal residence.
4. The present call for tenders signed (date, signature and stamp of the consultant(s) 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 ten (10) days. If after a period of ten (10) days, the documents are still not complete the offer will be eliminated.

### **2.3. Financial offer**

The financial offer must be expressed in both tax-free and all tax-included prices. It should include all the costs connected to the provision of the service and presented in the template attached in Annex 2.

The financial offer should also include the following documents:

1. Submission letter, using the template attached in Annex 1;
2. Estimated details of total tender price, using the template attached in Annex 2.

### **Article 3 - Submission of offers**

Offers must be received electronically at the following e-mail addresses:  
[car-asp@spa-rac.org](mailto:car-asp@spa-rac.org); cc: [souha.asmi@spa-rac.org](mailto:souha.asmi@spa-rac.org), **before Tuesday 15 September 2020, at 23:59 UTC+1 (Tunis Time)**.

E-mails should have the following subject line:

**“Call for tenders n° 14/2020\_SPA/RAC - SPAMI Evaluation System - *Tenderer's name*”.**

Proposals received after this deadline will not be considered.

### **Article 4 - Additional information**

In the event that a tenderer wishes to request for additional information or have questions about one or more parts of the bidding documents, they should participate to the online meeting scheduled on Friday 5 September 2020, at 10:00 UTC+1 (Tunis Time), The meeting is aimed to provide clarifications and answers to queries and questions of interested tenderers.

Possible questions, to be answered during the meeting, may be sent to SPA/RAC by e-mail, to [souha.asmi@spa-rac.org](mailto:souha.asmi@spa-rac.org); cc: [car-asp@spa-rac.org](mailto:car-asp@spa-rac.org), before the meeting.

The link to the online meeting will be shared on SPA/RAC website, 24 hours before the meeting.

### **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.

### **Article 6 - Tender validity period**

Any tenderer who submitted a tender will be bound by his tender for one hundred and twenty (120) days starting from the day following the deadline fixed for receiving the offers. During that period, the prices and information proposed by the tender will be firm and non-revisable.

## Article 7 - Terms of payment

Payment for the mission will be made as follows:

- 10% of the total amount of the contract, after the completion and validation of phase I, the submission of all its related deliverables and their approval by SPA/RAC;
- 50% of the total amount of the contract, after the completion and validation of phase II, the submission of all its related deliverables and their approval by SPA/RAC;
- 30% of the total amount of the contract, after the completion and validation of phase III, the submission of all its related deliverables and their provisional acceptance without reservation by SPA/RAC;
- 10% of the total amount of the contract, representing the holdback amount, two (2) months maximum after the final acceptance of all the contract deliverables.

All payments will be made by bank transfer after the receipt of an invoice by the contractor.

## Article 8 - Offers evaluation procedure

### 8.1. Evaluation of technical offers

An ad-hoc evaluation committee will be nominated consisting of SPA/RAC team members, with proven experience in web applications and SPAMI evaluation procedure.

Only offers with complete and validated administrative documents will be subject to technical evaluation.

While the financial offers will be kept closed and away from the evaluation committee, the evaluation committee will first examine the technical offers and will attribute a score to each offer according to a scale of 100 points maximum, based on the following criteria:

- 1- Tenderer's general experience and technical references, if applicable (20 points for consulting firms and service provider companies);
- 2- Evaluation of the proposed team of experts and their experience and qualifications (55 points for consulting firms and service provider companies and 75 points for consortia of individual consultants);
- 3- Methodology, planning and chronogram of intervention of the team of experts (25 points).

Criteria			Score	
			Application by a consulting firm, a service provider company, or a consortium of firms/service provider companies	Application by a consortium of individual consultants
<b>1- Consulting firm/service provider company's* general experience and references</b>  <i>* In the case of a consortium among several consulting</i>	<b>1.a- General references**</b>  <i>** A web application may be disregarded if it is deemed to be of insufficient quality. Simple static websites are not considered as web applications.</i>	Development of web applications during the last ten (10) years	<b>12 points maximum</b> <i>(3 points/web application)</i>	N/A
		No web applications developed during the last ten (10) years	0 point <i>(in this case the offer is eliminated)</i>	N/A

<p><i>firms/service provider companies, the general experience will be assessed based on their cumulated references.</i></p>	<p><b>1.b- References in similar projects***</b></p> <p>*** Web applications including forms and scoring systems/statistics, preferably in the field of the environment.</p>	<p>Development of web applications with secured backend, user/roles management, CRUD operations with workflows, file managements, and responsive design, during the last ten (10) years</p>	<p><b>8 points maximum</b> (3 points/web application + 1 additional point if the application is in the field of the environment)</p>	<p>N/A</p>
<p><b>2- Experience and references of the proposed team of experts</b></p>	<p><b>2.1- Expert 1: Team Leader</b></p>			
	<p><b>2.1.a- Experience in web application project management***</b></p>	<p>Leading project teams working on web application development, during the last ten (10) years</p>	<p><b>20 points maximum</b> (3 points/project + 1 additional point if the project/application is in the field of the environment)</p>	<p><b>25 points maximum</b> (4 points/project + 1 additional point if the project/application is in the field of the environment)</p>
	<p><b>2.1.b- University degree in computer science or any other field</b></p>	<p>Post-graduate university degree in computer science or any other relevant field</p>	<p><b>5 points maximum</b></p>	<p><b>5 points maximum</b></p>
		<p>University degree in computer science or any other relevant field</p>	<p>2 points</p>	<p>2 points</p>
	<p><b>2.2- Expert 2: Backend Developer</b></p>			
	<p><b>2.2.a- Experience in web applications and backend development</b></p>	<p>Analysis and database conception, web applications with backend/dashboard development and programming, during the last ten (10) years</p>	<p><b>15 points maximum</b> (5 points/web application including forms and scoring systems/statistics)</p>	<p><b>25 points maximum</b> (6 points/web application including forms and scoring systems/statistics)</p>
	<p><b>2.2.b- University degree in computer science or related field</b></p>	<p>Post-graduate university degree in computer science or related field</p>	<p><b>5 points maximum</b></p>	<p><b>5 points maximum</b></p>
		<p>University degree in computer science or related field</p>	<p>2 points</p>	<p>2 points</p>
	<p><b>2.3- Expert 3: Web Designer</b></p>			
	<p><b>2.3.a- Experience in web applications design</b></p>	<p>Design of web applications and dashboards during the last ten (10) years</p>	<p><b>8 points maximum</b> (3 points/project)</p>	<p><b>12 points maximum</b> (4 points/project)</p>
	<p><b>2.3.b- University degree in art, design, multimedia, communication, computer science or related fields</b></p>	<p>Post-graduate university degree in art, design, multimedia, communication, computer science or related fields</p>	<p><b>2 points maximum</b></p>	<p><b>3 points maximum</b></p>
		<p>University degree in art, design, multimedia, communication, computer science or related fields</p>	<p>1 point</p>	<p>1 point</p>
	<p><b>Important notes:</b></p>			

<ul style="list-style-type: none"> <li>- A web application or a project may be disregarded if it is deemed to be of insufficient quality.</li> <li>- Each expert (including the team leader) cannot be proposed for more than 2 positions. In this case, his/her CV will be evaluated separately for each position following the above criteria.</li> <li>- In case the tenderer proposes more than one expert for a given position, each CV will be evaluated separately, and the lowest score given will be the one attributed to that position.</li> </ul>					
<b>3- Methodology, planning and chronogram of intervention of the team of experts</b>	<b>3.a- The methodological note evaluation</b>	Methodology clearly presented, well developed and meets the study terms of reference and objectives	<b><u>15 points maximum</u></b>	<b><u>15 points maximum</u></b>	
		Methodology more or less well developed but meets the study terms of reference and objectives	10 points	10 points	
		Methodology poorly developed but meets the study terms of reference and objectives	5 points	5 points	
		Methodology not clearly presented and does not meet the study terms of reference objectives, or No methodology presented	0 point	0 point	
	<b>3.b- Planning, time schedule, chronogram of intervention of the team of experts</b>	Realistic planning, clearly presented, coherent with the chronogram of intervention of each expert and the time schedule considering the requested time for reports validation	<b><u>10 points maximum</u></b>	<b><u>10 points maximum</u></b>	
		Realistic planning but more or less well presented, fairly coherent with the chronogram of intervention and time schedule	5 points	5 points	
		Planning unclearly presented, or No planning, chronogram, or time schedule presented	0 point	0 point	
	<b>Total score (100 points maximum)</b>			...	...

**If the content of an offer is markedly incomplete or differs substantially from one or several technical criteria specified in the tender documents, the offer will be eliminated without being rated.**

Any offer that has not attained the minimum score of 80 points will be eliminated.

In the event no offer obtains 80 points or more, the offer processing will be canceled, and the tender will be declared unfruitful.

The technically compliant offers will be attributed a technical score based on the following equation:

$$\text{Technical score} = (\text{final score of the technical offer in question} / \text{final score of the best technical offer}) \times 100$$

## **8.2. Evaluation of the financial offers**

Once the technical evaluation has been completed, the financial bids of the offers that have not been eliminated during the technical evaluation will be opened and 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 will receive 100 points. The other offers will be attributed a financial score based on the following equation:

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

## **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; and
- 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 tenderer in the following order:

- having obtained the best technical score.
- having obtained the best total score for experience and qualifications of experts.
- having obtained the best score for methodology.

## Article 9 - Deadline for the execution of the mission

The maximum time allocated for carrying out the study is 60 person-days, 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:

<b>Deliverable</b>	<b>Deadline</b> counting from the starting date of the concerned phase
<b>Phase I: Diagnostic phase (15 days)</b>	
Phase I - Provisional Diagnostic Report: a comprehensive diagnostic of the prevailing situation and identification of needs	15 days
Phase I - Provisional Action Plan: a detailed action plan for the development and implementation of the SPAMI Evaluation System, describing the technical means to be used for the performance of all the requested tasks	15 days
A face-to-face phase I presentation meeting with the SPA/RAC team, at SPA/RAC premises in Tunis, to discuss and validate the diagnostic report and ensuing action plan	22 days
Phase I - Final Diagnostic Report	30 days
Phase I - Final Action Plan: an updated planning for the implementation of phase II, III and IV of the assignment	30 days
<b>Phase II: Development phase (30 days)</b>	
Phase II - Preliminary version of the User manual	30 days
Phase II - Preliminary version of the Administration manual	30 days
Phase II - Conceptual Data Model (CDM) of the database	30 days
Phase II - Installation procedure: a clear, detailed and screenshot-illustrated installation procedure, providing potential problems as well as the way of resolving them	30 days
Phase II - Development handover manual allowing to understand very clearly the structure and architecture of the source code/development in view of future improvement of the developed web application and related tools	30 days
The developed SPAMI Evaluation System, functional, deployed in test mode on the SPA/RAC server.	30 days
<b>Phase III: Test, tuning and training phase (30 days)</b>	
Phase III - Final version of the User manual	30 days
Phase III - Final version of the Administration manual	30 days
Phase III - Final version of the Conceptual Data Model (CDM) of the database	30 days
Phase III - Final version of the installation procedure	30 days
Phase III - Final version of the Development handover manual	30 days
The SPAMI Evaluation System, installed on the SPA/RAC server, functional and without bugs, with a copy on a backup device	30 days
Phase III - A training module on the SPAMI Evaluation System application	30 days
<b>Phase IV: Warranty period (6 months)</b>	

Phase IV Report: a report on the progress of tests, tunings and any intervention to resolve problems that occurred during the warranty period	180 days
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## **Article 10 - Monitoring, control and validation of the work**

The service provider will work under the overall supervision of SPA/RAC Director. A steering committee composed of the SPA/RAC Programme Officer on SPAs, the Computing & Data Management Officer, and other relevant SPA/RAC staff members will be in charge of the direct supervision of this assignment implementation.

The SPA/RAC project steering committee may be joined by SPA/BD Focal Points and SPAMI managers, that have already run SPAMI evaluation processes and that will be the final users of the SPAMI Evaluation System.

The service provider will submit the provisional reports/deliverables for each of the activities one-week (7 days) before the inception/validation meeting.

The service provider will submit the final version of deliverables one week (7days) after the Inception/validation meeting.

## **Article 11 - Penalty**

In the absence of completion by the tenderer of the services at his charge within the contractual deadlines envisaged in Article 9 (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 16 (Cancellation conditions), and without that the service provider can raise disputes or claim any compensation.

## **Article 12 - Copyright, ownership of documents**

All the plans, drawings, specifications, studies, reports, other documents and software submitted by the tenderer to SPA/RAC for the execution of the contract, will become and remain the property of SPA/RAC, and the service provider will submit them to SPA/RAC. The names and logos of UNEP/MAP and SPA/RAC must be displayed appropriately.

## **Article 13 - 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. This agreement 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 14 - Liability and insurance**

The 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 tenderer confirms that their selves or any involved staff will be covered by appropriate insurance.

## **Article 15 - 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 his 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 should this not be the case, then the days of discontinued work will be accounted for as days of delay.

Failure by either party to fulfill any of his contractual obligations does not entail a contract termination or failure to fulfill his contractual obligations if such a failure is due to a case of force majeure, if the party that finds himself in such a situation has done the following:

- a) has taken all the reasonable precautions and measures to allow him to comply with the terms and conditions of the present 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 his contractual obligation will be prolonged by a period which is equal to the period during which that party was prevented from fulfilling his obligations.

Any timeline given to a party for the execution of his contractual obligations will be prolonged by a period which is equal to the period during which that party was unable to fulfill his obligations due to the case of force majeure.

## **Article 16 - Cancellation conditions**

SPA/RAC could cancel this contract through a notification in writing addressed to the tenderer after one of the events indicated in the following paragraphs:

- a) no respect of the deadline of the execution in application of Article 9 (Deadline for the execution of the mission);
- 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 17 - Conflict of interests**

### **17.1. 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.

### **17.2. 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 18 - Provisional and final acceptance**

The provisional acceptance is pronounced after complete completion of the services, that is, after the finalization of all the phases described in Article 9 (Deadline for the execution of the mission) and section 4 (Methodology and phases) of the “Technical Specifications”. The evaluation of the deliverables of the different phases (reports, maps, etc.) will be carried out by SPA/RAC according to Article 9.

The provisional acceptance will be pronounced only in the case of complete conformity deemed conclusive by SPA/RAC and a provisional acceptance report will be signed jointly by the service provider and SPA/RAC. The service provider must correct any deficiencies identified by SPA/RAC in the completion of the different phases.

Final acceptance will be given two (2) months 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 4 (Methodology and phases) of the “Technical Specifications” and after corrections of all deficiencies signaled by SPA/RAC.

## 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 documents of the Call for tenders n° 14/2020\_SPA/RAC launched by SPA/RAC and related to the development of an Online Evaluation System for the Specially Protected Areas of Mediterranean Importance (SPAMIs)

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 amounts to  
..... (.....) Euros

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 (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 contract into the bank current account of the Bank ..... In the name of ..... under the number of  
.....  
..... RIB (BIC – IBAN)  
.....  
.....

In ....., on ...../...../ 2020

(Name, first name and function)

Right for submission

(Signature and official stamp)

## ANNEX 2: DETAILS OF GLOBAL PRICE

The consulting firm/service provider, in support of bid, should provide a breakdown of each unit price according to the following template:

Designation	Unit price	Activity 1		Activity 2 and 3		Activity 4		Total phases (1+2+3+4)	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
Fees									
Team leader									
Expert 1									
Expert 2									
Expert 3									
Expert 4									
Other costs									
Travel and accommodation									
Other costs necessary for the proper execution of the present consultancy									
Sub-total/phase									
<b>TOTAL</b>									

Amount of bid, is fixed at the sum of .....In ....., on ...../...../2020

(Signature and official stamp of tenderer)