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# 1. BACKGROUND INFORMATION

## 1.1. Beneficiary

CEFTA WB6 Parties.

## 1.2. Contracting authority

The Secretariat of the Central European Free Trade Agreement 2006 on behalf of the CEFTA Parties (“Secretariat”).

## 1.3. Background

CEFTA framework is composed of multiple bodies made of representatives of the CEFTA Parties, supported and coordinated by the CEFTA Secretariat.

- **CEFTA 2006 Secretariat**

Implementation of CEFTA 2006 is supported by a permanent Secretariat located in Brussels established in accordance with the Article 40.2 of CEFTA 2006. The overall function of the Secretariat is to provide technical and administrative support to the Joint Committee and any body established by it, as defined by its mandate set out in the JC Decision 1/2018. The functions of the Secretariat can be summarized as follows:

- Support the supervision of the implementation of the CEFTA 2006 by deploying implementation monitoring mechanisms and recommending to the Joint Committee how to enhance the effectiveness of implementation and;
- Facilitate the administration of the implementation of the Agreement by: preparing the initial drafts of all documents discussed and adopted by the CEFTA Bodies; supporting the Chair in Office of CEFTA in the organisation and follow-up of all meetings of the Joint Committee and of other CEFTA Bodies; preparing and presenting technical opinions to the corresponding agenda items of the meetings of CEFTA Bodies or the ones organised by CEFTA Parties, other International Organisations; negotiating, co-ordinating, and reporting on donor funded assistance for trade related activities; acting as contracting authority by implementing procurement rules in tendering procedures; maintaining the official archive of the Agreement in liaison with the Depositary/Acting Depositary; supporting the implementation of the trade related components of the SEE 2020 strategy and Common Regional Market (CRM), and all other actions in the context of any other economic initiatives or in trade related international organisations related to CEFTA; liaising with the European Commission and other relevant partners and donors to secure and manage technical and financial assistance on behalf of the CEFTA Parties in the implementation of any strategy or plan which involves CEFTA Bodies and informing regularly the Joint Committee thereof.

- **CEFTA Bodies**

**Joint Committee** (CEFTA 2006, Article 40) is the only decision-making body established in accordance with Article 40 of CEFTA 2006 which supervises and administers the implementation of the Agreement. It is composed of the ministries in charge of trade from each Party and it is entrusted to supervise and administer implementation of the agreement. The JC meets at least once a year and can adopt decisions and recommendations. The JC is chaired by one of the parties and this function revolves on an annual basis in alphabetical order.

**Committee of Trade Facilitation** (JC Decisions 7/2014 and 1/2015) is tasked to develop and broaden cooperation among CEFTA Parties and to address the issues which are related to facilitation of the trade in CEFTA with a view to reduce trade costs, while balancing trade facilitation with increasing requirements for safety and security measures in international and local supply chain.

*Committee of Contact Points* (JC Decision No. 1/2015) is tasked to support the smooth functioning of the Agreement and the fulfilment of the decisions, conclusions and recommendations of the Joint Committee both within the Contracting Party concerned and with all CEFTA stakeholders.

### *Subcommittees*

- The Sub-committee on Non-Tariff Measures is tasked to identify non-tariff measures that can potentially have an economic effect on international trade in goods, changing quantities traded, or process or both, review those identified measures and propose measures for their elimination;
- The Sub-committee on Agriculture is tasked to contribute the promotion and facilitate trade in agricultural products within the region and to discuss and coordinate to the maximum extent the policies on agriculture and protection of plant health, animal health and food safety and other relevant areas in accordance with articles 11 and 12 of CEFTA 2006;
- The Sub-committee on Customs and Rules of Origin is tasked to simplify and facilitate customs procedures and to coordinate implementation of common rules of origin in CEFTA (in accordance with article 14.4 of CEFTA 2006); and
- The Sub-Committee on Trade in Services is tasked to strengthen and deepen cooperation in the field of trade in services by facilitating the implementation of the commitments stipulated in Articles 26–29 of the CEFTA 2006.

### *Working groups*

- Working Group on Technical Measures is tasked to provide working level forum to address exclusively non-tariff measures stemming technical measures in particular sanitary and phytosanitary measures, and technical barriers to trade, and discuss at the expert level the methods and tools to eliminate the discriminatory measures constituting non-tariff barriers to trade. The group is also to initiate exploratory talks to conclude mutual recognition agreements in the relevant areas of technical measures conditional upon the full alignment with the relevant EU *acquis*, and implementation of the aligned legislation in line with the EU, WTO Agreements and other international agreements.
- Working Group on Risk Management is tasked to develop and broaden cooperation among CEFTA Parties particularly with a view to propose the possibilities of taking joint actions related to the management of public authorities and agencies involved in clearance of goods, as far as possible, aiming at facilitating trade while improving the overall quality and deterrence of customs, security, and safety controls and inspections.
- Working Group on Electronic Exchange of Information is tasked to develop and broaden cooperation among CEFTA Parties, particularly to address the issues related to the functioning and sustainability of the existing or new IT capacities and tools to be created between the CEFTA Parties in the framework of CEFTA and CEFTA Management Information System, and propose solutions for CEFTA with an aim to facilitate trade while improving the overall quality and deterrence of customs, security and safety controls and inspections.
- Working Group on Trade in Services Statistics, FATS and FDI Statistics is tasked to improve the quality of international trade in services statistics across the CEFTA Region and harmonise statistics with those of the European Union. Working Group on Trade in Services Statistics, FATS and FDI Statistics holds at least one meeting a year and in average two meetings per year.
- Joint CEFTA-RCC-ERISEE Working Group on Recognition of Professional Qualifications is tasked to deepen the cooperation between CEFTA Subcommittee on Trade in Services, Education Reform Initiative of South Eastern Europe (ERISEE) and RCC Social Agenda Working Group (SAWG) in the area labour mobility, building on the mandates and previous activities of each structure.
- Joint CEFTA-RCC Working Group on Investment Policy and Promotion is established in the

context of the SEE 2020 Strategy and the legal basis for cooperation on investment from the CEFTA 2006 (Articles 30-33), with the main purpose deepen trade and investment links, and support policies that are non-discriminatory, transparent and predictable and that enhance the flow of goods, investment, services and people within CEFTA.

#### **1.4. Current situation in the sector**

The Additional Protocol 5 (AP5) to the CEFTA Agreement aims at rationalizing and simplifying documentation and inspections related to all customs procedures. It also foresees to reducing formalities in trade between the CEFTA members. Annex I of the Additional Protocol 5 foresees implementation of the common databases and central services including the CEFTA common database of unsafe/noncompliant products detected on the CEFTA market (the Database) with objective to prevent distribution and placing of unsafe and non-compliant products on the CEFTA market.

The future Database shall enable sharing valuable data on the market surveillance activities in CEFTA and increase cooperation between relevant authorities working with product safety. The information about unsafe products as well as non-compliant products and also products that are not allowed for importing in CEFTA would be shared among engaged CEFTA authorities working with product safety contributing to improving the consumer protection and level playing field for economic operators throughout CEFTA. The Database should be built similar to the currently existing IT systems from the European Union, in particular it should support EU Safety Gate/RAPEX functionalities for unsafe products, ICSMS functionalities for non-compliant products and customs cooperation and EU EPREL functionalities for products with energy labels.

The Database should have interfaces to internal market surveillance information systems, as most of the information (if not, all) already exists in Parties' market surveillance information systems. To avoid that the same data has to be entered manually in several different systems, the Database must interface with the internal systems so that data can be transferred and updated automatically from local systems or wizard like import of the structured data (MS Excel format or comma separated text) should be supported. Appendix 1 describing the vision and technical specification of the Database of unsafe/non-compliant products detected on the CEFTA market provides more detailed information on different level of IT solutions currently supporting Parties' market surveillance activities.

#### **1.5. Related programmes and other donor activities**

##### **GIZ - "EU4 Business: Support to Regional Economic Integration"**

This project aims to strengthen regional economic integration among the CEFTA Parties by supporting the implementation of the Common Regional Market Action Plan in the fields of quality infrastructure and electronic commerce. It will support enhancing information exchange between market surveillance authorities through cross-border cooperation. This will stimulate the development of a more harmonized market surveillance system by supporting the operationalization of a database on unsafe products found on the market.

##### **EU – CEFTA Secretariat "SEED+ Platform Implementation" 2021-2023**

The purpose of this Project is to develop and implement IT systems required for regular and systematic data exchange among all CEFTA AP5 stakeholders as stipulated by the CEFTA Additional Protocol 5 and its Technical Annexes, whilst harmonising related legal and regulatory requirements and providing technical assistance, support and maintenance throughout project implementation period.

The following results are expected to be achieved:

1. SEED+ ICT infrastructure in place, secured and operational;

2. CEFTA TRACES NT, built on TRACES NT<sup>1</sup> source code provided by DG SANTE, operational and used by all relevant CEFTA authorities enabling (a) processing of phytosanitary, veterinary and pharmaceutical certificates in CEFTA Parties and (b) data, information and documents exchange including exchange of information on non-compliant consignments for animals and goods (food safety, veterinary and phytosanitary policy) thus facilitating the risk management of rejected consignments;
3. Customs SEED upgraded to Customs SEED+ by establishing additional data exchange links, upgrading customs SEED modules and improving regional customs risk management;
4. Green corridors initiative maintained and extended ensuring expansion of: data sets exchanged, number of agencies involved, products and economic operators, the number of involved BCP/CCPs, including those with the EU;
5. Collection and analysing of statistical data from SEED+ automatized enabling easy and user-friendly monitoring and evaluating of the implementation of trade facilitation instruments;
6. Users from all relevant CEFTA authorities trained and using the systems deployed, adequate technical and user documentation and operational instructions available, overall security of data and platform maintained and support and maintenance provided throughout the project implementation period.

### **EU - GIZ “Support to regional economic integration” 2020-2023**

The aim of the Project is as follows:

- Improved operationalization of the Additional Protocol 5 (AP5) so as to capitalize on trade reforms already undertaken and facilitate cross-border trade for businesses
  - Thematic focus is on: implementation of Mutual Recognition Programmes (Authorised Economic Operators and border documents) and implementation of Joint Risk Management
- Operationalization of Additional Protocol 6 (AP 6) so as to create a more conducive business environment for trade in services
  - Thematic focus is on: intra-governmental cooperation for improving compliance of domestic regulations and procedures with AP6; interregional regulatory cooperation to address trade barriers identified by private sector
- Enhanced private sector engagement to derive the greater benefits from the facilitated framework conditions for trade in goods and services
  - Focus is on: evidence-based monitoring to track the implementation of trade-related reforms; public-private dialogue at regional level; promotion of benefits and opportunities to be gained from trade related measures and reforms supported under the project

### **EU – CEFTA Secretariat “Support to the CEFTA Secretariat” 2022 -2025**

The Action seeks to support creation of Regional Trade Area based on CEFTA 2006, as part of the CRM AP (specific objective), in order to (i) increase socioeconomic growth in the region thanks to increased trade and investment; (ii) foster the implementation of the EU *acquis* pertaining to the EU Single Market in order to accelerate accession to the EU; and (iii) enhance good neighbourly relations (overall objective). Some estimates show that regional economic integration can generate 2.5% of GDP should the level of integration reach EFTA level and 6.7% in case of EU level of integration<sup>5</sup>. The main risk in achieving positive economic impact from regional economic integration lie in negative externalities, such as global or regional economic downturn that would offset positive economic impact and furthermore negatively affect demand and commitment to regional integration. This was the case with the global Covid-19 pandemic.

Regional economic integration will be improved by facilitating trade and investment flows in the region by strengthening main existing trade rules underpinning liberalisation of trade in goods and expanding

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<sup>1</sup> <https://webgate.ec.europa.eu/cfcas3/tracesnt-webhelp/Content/Whatstraces/What%27s%20Traces.htm>

liberalisation to new areas as envisaged by CRM AP. The key enabler of trade facilitation in the region lies with rules and institutions of CEFTA and therefore, enhanced regional integration requires:

- (R1) Smooth functioning of the CEFTA Bodies and Secretariat in delivering CRM AP and implementation of CEFTA 2006
- (R2) Improved CEFTA IT System and CEFTA communication
- (R3) Improved capacity of CEFTA Bodies to implement CEFTA and the trade activities of CRM AP

### **USAID – “Trade Facilitation Project”**

The aim of the Project is to enhance the CEFTA WB 6 Parties in the implementation of the WTO Trade Facilitation Agreement on the national level. The activities in the establishment of the NTFC, are complemented with the different activities for the fulfilment of obligations rising from the AP 5

### **The World Bank Group - “Trade Facilitation Support Program (TFSP)”**

The World Bank Group’s Trade Facilitation Support Program (TFSP) was launched in June 2014. The Program provides implementation support for countries seeking assistance in aligning their trade practices more closely with the World Trade Organization Trade Facilitation Agreement (WTO TFA), which entered into force in February 2017. The work program for the upcoming two years includes:

- Collection of trade related fees and charges
- Support of joint border controls North Macedonia/Serbia and North Macedonia/Albania
- Repeat of the Time Release Studies implemented in previous years
- Support to selected national implementation of Authorized Operator Programs
- Capacity Building with selected national SPS agencies related to the development of risk-based border controls
- Likely some automation support (advanced tariff rulings, software for phytosanitary agencies)

Overall, this project should continue to work on the results already achieved and work closely with all on-going projects to avoid overlaps and ensure complementarity in all its activities. This particularly stands for GIZ - “EU4 Business: Support to Regional Economic Integration” project.

## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1. Overall objective**

The overall objective of the project of which this contract will be a part is to help prevent the distribution and placing of unsafe and non-compliant products on the CEFTA market, targeting in particular: products that do not comply with the applicable technical regulations and standards; products that comply with the technical regulations and standards, but still endanger public interests or life and health of people, animals or plants; and products that are illegal to be imported.

### **2.2. Purpose**

The purpose of this contract is to establish CEFTA central database of unsafe/noncompliant products detected on the CEFTA market, a multilingual information system that will enable and facilitate sharing of data, documents, knowledge and experiences between relevant authorities working with product safety and enhance cooperation in preventing unsafe or non-compliant products from entering the CEFTA market and ending up in the hands of the consumers. The Database should be able to store any kind of information and data regarding non-compliant products, not only unsafe products, but also products that fail to meet the energy labelling rules, products that don’t comply with the rules for emitting electromagnetic noise, non-compliant measuring equipment to mention a few examples.

### **2.3. Results to be achieved by the contractor**

The following results are expected to be achieved by selected Contractor:

1. Required cloud ICT infrastructure in place, secured and operational;
2. Supporting legal provisions drafted, if required;
3. CEFTA central database of unsafe/noncompliant products detected on the CEFTA market operational and used by all relevant CEFTA authorities, interconnection and interoperability and data exchange with the existing Parties' information systems secured, as well as with the existing IT systems in the European Union to the maximum allowed extend, all required data migrated/entered/cleaned/harmonized from the existing Parties' information systems;
4. Collection, comparison and analysing of data automatized and enables easy and user-friendly monitoring and evaluating of the implementation of trade facilitation instruments;
5. Users from all relevant CEFTA authorities trained and using the systems deployed;
6. Source code, adequate technical and user documentation and operational instructions available;
7. Overall security of data and platform maintained and support and maintenance provided throughout the project implementation period.

## **3. ASSUMPTIONS & RISKS**

### **3.1. Assumptions underlying the project**

- Existing legal framework adequate and/or updated to support implementation of the common Database vision supported by all relevant CEFTA authorities;
- Relevant CEFTA authorities are committed to the implementation of the Database, in particular to data, information and documents sharing and exchange among CEFTA Parties;
- Competent people from relevant CEFTA authorities are appointed and are actively and timely contributing in shaping of all project's outputs;
- Relevant CEFTA authorities are committed to upgrade their own system functionalities, if needed, to support CEFTA data exchange.

### **3.2. Risks**

- Political instability at the level of the Beneficiaries and/or instability of the senior management of relevant CEFTA authorities;
- Lack of political will to adjust required legal framework to the EU acquis;
- Lack of readiness and commitment of relevant CEFTA authorities to cooperate, share and exchange data, information and documents with other authorities and other CEFTA Parties;
- Lack of skills amongst the staff appointed for project implementation in the relevant CEFTA authorities;
- Travel restrictions and other restrictive measures imposed amid COVID-19.

## **4. SCOPE OF THE WORK**

### **4.1 General**

#### **4.1.1 Description of the assignment**

Project objectives and expected results will be achieved through technical assistance to the CEFTA Secretariat and the Beneficiaries for the realisation of the project activities. Technical assistance will include specification and configuration of appropriate ICT infrastructure (to be leased by the CEFTA Secretariat through a separate procurement process); making recommendation on required business processes reengineering and streamlining accompanied with appropriate legislative changes; development and deployment of highly modular, customized and localized Database, made

interoperable with the existing Parties related systems and to a lesser extent some EU related systems and enabling extended data exchange; prototyping and testing; ensuring good competence, knowledge and capacity of the user community in usage of the new systems by engaging them throughout project implementation, in particular in business processes reengineering, prototyping and testing, drafting operating procedures, training modules, user and administration manuals and conducting training; and providing operational support and a help desk services during operation and assistance phase. The expected overall impact is to contribute to the progressive CEFTA economic integration, by actively supporting harmonization of legislations and practices with a view to trade facilitation.

The Database shall allow for quick and efficient sharing information on non-compliant products between authorities including, but not limited to:

- test results,
- product identification data,
- economic operator information,
- accident information,
- information on measures taken by surveillance authorities, etc.

It should support market surveillance activities, by providing a register for their documentation, the identification of the products inspected and the results of the tests/checks. The user interface should enable specific users to search for:

- non-compliant products,
- administrative bodies,
- publicly accessible market surveillance activity documents.

#### **4.1.2. Geographical area to be covered**

CEFTA WB6 Parties.

#### **4.1.3. Target groups**

Target groups are CEFTA Secretariat, CEFTA Structures and Beneficiary Administrations, in particular authorities of the Beneficiary Administrations involved in market surveillance and product safety activities.

### **4.2 Specific work**

In the *Inception phase (~1,5 months)*, a diagnosis of the initial situation and a proposal of business model will be elaborated and validated followed by an action plan for the introduction, implementation and deployment of CEFTA central database of unsafe/noncompliant products detected on the CEFTA market including prototyping, testing, training and maintenance. It is expected to:

- Conduct a series of workshops and meetings with CEFTA Secretariat and the designated stakeholders to validate proposed vision and business model presented in the Appendix 1 and propose detailed requirements specifications, including functional and non-functional requirements. The contractor is expected to propose the best solutions compliant with the inspiring practices from the EU (EU Safety Gate/RAPEX, ICSMS and EPREL). The detailed requirements would build on all this and would describe in details how the database will be designed and deployed, including but not limited to: architectural overview, functional requirements, core business functions, database model, workflows, document templates, and statistical report matrices, user profiles, requirements regarding the user interface, interoperability requirements and technical specification of the data exchange interfaces with the external information systems and databases (Parties and EU). The Contractor will also assess the existing systems, hardware and network connectivity in the beneficiary administrations to ensure it meets minimum requirements for the project implementation and report any deficiencies to the CEFTA Secretariat and designated stakeholders. The stakeholders will be responsible for remediating any problems identified.
- Work with the CEFTA Secretariat and the Beneficiaries to develop a detailed project management plan, including the implementation schedule, stakeholder engagement plan,



communications management plan, and change management plan including the capacity building. The project management plan shall be continuously updated based on the project progress.

- Develop RASCI responsibility matrix, including identification of all designated project counterparts, as well as the staff to be trained (e.g. administrators, testers, IT staff, staff who review software, etc.).
- Organize weekly project management meetings, and any needed workshops throughout the project implementation period, to address any needs, risks and issues that arise during the implementation of the software.

In the *Development phase (~1,5 months)* the Database is developed, prototyped, tested, configured, installed, and deployed.

In the *Pilot phase (~1,5 months)* the Database is piloted in the relevant authorities of the Beneficiary CEFTA Parties. The Provisional acceptance for the successful piloting shall be issued prior full system roll-out.

In the *Operation phase (~1 months)* the Database is made operational in all Beneficiary Administrations supporting all business processes, any malfunctioning is solved, and interoperability is assured. The Beneficiary administration and the business community is trained/briefed to use the System and the Provisional acceptance has been issued for the System for the full deployment.

In the *Assistance phase (~1,5 months)*, continuous support and maintenance is ensured after the Provisional acceptance. During this phase, all bugs and malfunctioning of the Database will be corrected in timely manner, and overall security of data and platform shall be ensured.

#### **Activities related to Result 1 - Required cloud ICT infrastructure in place, secured and operational**

- Prepare technical specification for ICT infrastructure/platform that will host the Database, including Source Code Management (SCM) System.
- Provide assistance to the CEFTA Secretariat in leasing the ICT cloud infrastructure/platform that will host the Database. CEFTA Secretariat's datacentre (Microsoft Azure) is to be leased by the CEFTA Secretariat through a separate procurement process, but specified, configured and maintained by the Contractor.
- Configure ICT cloud infrastructure/platform and ensure overall security of platform and data.
- Until CEFTA ICT cloud infrastructure is operational, the Contractor is required to provide secured ICT infrastructure to support project activities, in particular prototyping and testing.

#### **Activities related to Result 2 - Supporting legal provisions drafted**

- Following the inception phase and detailed business and data models agreed, the Contractor will assist the CEFTA Secretariat in preparing legal provisions required for the operationalization of the Database, if the existing legal framework provided through existing CEFTA agreements and protocols may not be sufficient. For example, if the Database is to store case management information, extra legal provisions may be needed to ensure storing the names and addresses of the economic operators, consumers and others that are involved in the case. Further, data model describing the non-compliant products is agreed ("CEFTA Notification Form") and the same data model could be used for describing inspected but compliant non-food products. In the latter case the field describing the risk would indicate NONE risk, but the exchange of compliant cases may also require additional legal provisions.

**Activities related to Result 3 - CEFTA central database of unsafe/noncompliant products detected on the CEFTA market operational and used by all relevant CEFTA authorities, interconnection and interoperability and data exchange with the existing Parties' information systems secured, as well as with the existing IT systems in the European Union to the maximum allowed extend, all**

## **required data migrated/entered/cleaned/harmonized from the existing Parties' information systems**

- Following the inception period, CEFTA central database of unsafe/noncompliant products detected on the CEFTA market will be developed in accordance with the agreed specifications. The information about dangerous products as well as non-compliant products and also products that are not allowed for importing into CEFTA would be shared among CEFTA authorities working with product safety contributing to improving the consumer protection. The Database will have features and functionalities similar to the currently existing IT systems from the European Union, in particular it should support EU Safety Gate/RAPEX functionalities for dangerous products, ICSMS functionalities for non-compliant products and customs cooperation and EU EPREL functionalities for products with energy labels. The system will support English and CEFTA languages.
- The Contractor will draft test plan, test cases, user acceptance test specifications and all other related documents required for the successful achievement of testing and will set up testing environment for system prototyping to test the system functionalities. The Contractor will actively engage users during the whole system development by swift creation of modular working prototypes with tentative user interfaces and their deployment in the testing environment to enable longer time for testing and prototyping. Testing shall be done for each individual system's component and module with a focus on usability (user-friendliness check: the application flow and navigation will be tested and checked if users understand the application easily) and functionality (actual process, and all key services rendered by the system is mocked up end to end to see if the system stores data and generate reports properly). For the prototyping and testing of the system the Contractor may be requested to provide the hosting and make it available to the CEFTA Secretariat and the stakeholder representatives. CEFTA Secretariat and the stakeholder representatives shall be trained to actively participate in system testing.
- The Contractor will configure and deploy the system to the CEFTA Secretariat Data Centre.
- The Contractor will develop interconnection and secure an interoperability and data exchange with the existing Parties' information systems. This will require tailored approach to each CEFTA Party. The Contractor will further explore the possibilities of data exchange with the related EU systems (ICSMS, RAPEX, EPREL).
- All required data from the existing Parties' systems should be migrated, entered, cleaned and harmonized.
- The Contractor will perform detailed load, recovery and security testing, and final test of the System functionalities, including integration testing at the level of CEFTA Party and full system integration.
- The Contracting Authority will sign the provisional acceptance of the whole system when all requested deliverables are delivered, the system works in line with the required functionalities, all required data are available in the Database and users are acquainted with the system.

## **Activities related to Result 4 – Collection, comparison and analysing of data automatized and enables easy and user-friendly monitoring and evaluating of the implementation of trade facilitation instruments**

- Enable automatic collection of data from the system, data warehousing, comparing and analysing to monitor and evaluate the implementation of trade facilitation instruments;
- Provide technical support and develop tools for advanced analyses and statistics based on data from the system;
- Create open and user-friendly public reports and graphs on various issues deriving from data processed through the system.

## **Activities related to Result 5 - Users from all relevant CEFTA authorities trained and using the systems deployed**

- In cooperation with the Beneficiary institutions and the CEFTA Secretariat, the Contractor shall identify training needs and provide training plan matrix, identifying trainings to be delivered per each stakeholder. The Contractor will draft a plan for the training sessions and provide training materials based on the identified needs and provide training for all system users.

**Activities related to Result 6 - Source code, adequate technical and user documentation and operational instructions available**

- The Contractor needs to document all implemented system components/modules through system, user and technical documents, installation instructions and administration guidelines, training materials, including database structure. All documentation should be available in digital format and written in English and CEFTA languages. The Contractor will update the aforementioned technical and user documentation with any changes made in the System in the course of the Contract.
- The Contractor will upload source code and documentation material into the established Source Code Management (SCM) System and make it available to the CEFTA Secretariat and designated stakeholders. This would include custom database structures, dictionaries, definitions, program source files, and any other custom symbolic representations which are necessary for the compilation, execution, and subsequent maintenance of the system.
- The Contractor shall provide technical support to all stakeholders by drafting operational guidelines and instructions for all system users to be adopted by the Beneficiary institutions. These documents shall define how each of the system modules will be used in connection to the standard operating/working procedures, in order to provide the best use of delivered software modules and the system as a whole. Operational guidelines should be written in English and translated to official languages of the Beneficiary CEFTA Parties.

**Activities related to Result 7 - Overall security of data and platform maintained and support and maintenance provided throughout the project implementation period**

- The Contractor will provide technical assistance, operational support and a help desk services during the whole project implementation period to all end-users from all operational levels and ICT Departments from designated stakeholders' institutions, including but not limited to:
  - Technical assistance to the CEFTA Secretariat and the Beneficiaries to support smooth use of the system (including uploading and retrieving data, usage of application, manuals, trainings, answering questions).
  - Regular monitoring of the systems, including security maintenance of the overall infrastructure and modules, tracking statistics on the level of utilization and feedbacks for further improvements.
  - Data clearing and synchronization from Parties systems to central database.
  - Corrective maintenance - modifying software to resolve issues discovered after initial implementation.
  - Adaptive maintenance - changing the software solution to enable it to remain efficient in a changing business environment.
  - Perfective maintenance - improving or increasing the software solution to improve overall performance.
  - Improvement maintenance – providing constant innovation.
- The Contractor will have remote access to the CEFTA ICT infrastructure to enable support and maintenance interventions. With the consent of Beneficiary institutions, the Contractor shall be provided with remote access to the Parties systems to enable support and maintenance interventions.
- The Contractor will provide users with telephone or email assistance by a qualified representative between 9:00 a.m. and 6:00 p.m. CET time. If a defect in the Software cannot be fixed remotely, the Contractor will make resources available by telephone or on-site to work with the users to solve the issue in the shortest time possible.

- The Contractor will make reasonable efforts to solve reported problems in accordance with the severity level classifications and the response times listed below, through the changes in the System or will suggest workarounds.

Category	Description	Response/Fix time
A	Catastrophic failure whereby the system is unable to support business processes.	2 hours/12 hours
B	Serious failure, but the system can still be used to support business processes. This may also be a Category A problem, but with a documented workaround.	1 business day/3 business days
C	A non-serious problem that does not affect business processes.	1 business day/5 business days

- All interventions should be recorded in the online tool for recording and management of faults and their resolutions. Once issues are resolved, they shall be marked as closed in the helpdesk software and details of the resolutions will have to be entered. The helpdesk software will contain a knowledge base that has to be made accessible to all users to support solution of common problems.
- The Contractor shall provide the guarantee that the system will work in line with the required functionalities.

### **4.3 Project management**

#### **4.3.1 Responsible body**

The Secretariat of the Central European Free Trade Agreement 2006 will be responsible for the management of the contract.

#### **4.3.2 Management structure**

The Project Manager of the SEED+ project will be responsible for the management of the project. The Director of the CEFTA Secretariat will oversee the implementation of the contract.

The CEFTA Secretariat and the CEFTA Structures will ensure the smooth implementation of the project; more particularly they will monitor that the scope and features of the project match the objectives of CEFTA agreements and protocols.

All relevant agencies/regulatory bodies affected by the project activities will be involved, especially the relevant quality infrastructure institutions (for certification, accreditation, laboratories, market surveillance, etc.), offices for statistics, etc. The Contractor will organize ad hoc technical or operational, local or CEFTA meetings, in the presence of representatives of the Beneficiaries and, if needed, representatives of CEFTA or of relevant DG's from the European Commission.

Additionally, in order to monitor and assess the progress made with regard to the implementation of the project, the Contracting Authority will organize Steering Committee Meetings after each reporting period, in the presence of representatives of the Beneficiaries, the CEFTA Structures and relevant EU services (DG NEAR, DG TAXUD, DG SANTE).

#### **4.3.3 Facilities to be provided by the contracting authority and/or other parties**

No facilities will be provided by the Contracting Authority.

## 5. LOGISTICS AND TIMING

### 5.1. Location

Project activities will be carried out in all CEFTA Parties. The operational base(s) in CEFTA Party(ies) will be defined by the Contractor in its proposal.

### 5.2. Start date & period of implementation

The intended start date is April 2023 and the period of implementation of the contract will be until November 30, 2023. Please see Articles 19.1 and 19.2 of the special conditions for the actual start date and period of implementation.

## 6. REQUIREMENTS

### 6.1. Staff

Note that civil servants and other staff of the public administration of the partner Party, or of international organisations based in the Party, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

#### 6.1.1. Key experts

Key expert has a crucial role in implementing the contract. These terms of reference contain the required key experts' profile. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the following key experts:

#### **Key expert 1: Team Leader/Lead Analyst (minimum 50 working days)**

The Team Leader will be responsible for overall coordination and implementation of the project activities, also directly participating in such activities as required, especially those related to management and coordination of software development and quality assurance.

#### Qualifications and skills

- A university degree (Bachelor or equivalent) in the field of computer science, engineering, technical sciences, information technology or management. A Master in the respective field is considered as an advantage;
- Internationally recognized project management certification such as PMP, PRINCE2, ScrumMaster or equivalent is considered as an advantage;

#### General professional experience

- Minimum 15 years of professional experience in the area of ICT;
- Minimum 3 years of professional experience in managing software development projects;
- Experience as a Team Leader in at least one international technical assistance projects;

#### Specific professional experience

- Experience in at least one large software project, involving multiple stakeholders, in the last five years working in the field of business analysis, modelling and development of project design documentation;

- Knowledge of modelling business processes for implementation of information management systems in compliance with the BPMN or UML notation;
- Excellent English communication and reporting skills.

### **Key expert 2: Product Safety Expert (minimum 30 working days)**

The Key expert 2 will provide assistance to all Beneficiary institutions in all project phases, with specific focus on adjusting system functionalities to be as similar as possible to the related EU systems.

#### **Qualifications and skills**

- A university degree (Bachelor or equivalent) in the related field.

#### **General professional experience**

- Minimum 10 years of professional experience in the field of product safety or market surveillance;

#### **Specific professional experience**

- Proven experience in working with EU Safety Gate/RAPEX, ICSMS and/or EPREL;
- Experience in conceptualizing/designing EU Safety Gate/RAPEX, ICSMS and/or EPREL would be considered as an advantage.

### **6.1.2. Non-key experts**

The profiles of the non-key experts for this contract are as follows:

**Pool of non-key experts – minimum of 200 working days** (30 working days for Senior non-key experts and 170 days for Junior non-key Experts) - It will have to be divided by results and between Senior and Junior experts, according to the Organization and Methodology submitted by the Contractor. The distribution of number of working days between the different categories of experts should be clearly laid out on the proposed budget and reflected on the proposed fee rates.

The non-key experts, who will be recruited to carry out those assignments, should have as a minimum the following profile:

- have excellent communication and analytical skills,
- have excellent team working abilities,
- be fluent in both written and spoken English,
- have proven specific professional experiences in the area relevant to their assignment.
- For Senior experts, a proven minimum of 5, but preferably 8 years of general professional experience in areas relevant to their assignment.
- For Junior experts, a proven minimum of 3, but preferably 5 years of general professional experience in areas relevant to their assignment.

CVs for non-key experts should not be submitted in the tender but the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles, such as **legal experts, database administrators, software developers, cloud experts, IT security experts, interoperability experts, software testers**, or any other field of expertise that the Contractor may consider important for the success and sustainability of the project.

The contractor must select and hire other experts as required according to the profiles identified in the organisation & methodology and these terms of reference. It must clearly indicate the experts' profile so that the applicable daily fee rate in the budget breakdown is clear. All experts must be independent and free from conflicts of interest in the responsibilities they take on.

The selection procedures used by the contractor to select these other experts must be transparent, and must be based on pre-defined criteria, including professional qualifications, language skills and work

experience. The findings of the selection panel must be recorded. The selected experts must be subject to approval by the contracting authority before the start of their implementation of tasks.

### **6.1.3. Support staff & backstopping**

The contractor will provide support facilities to their team of experts (back-stopping) during the implementation of the contract.

Backstopping and support staff costs must be included in the fee rates.

## **6.2. Office accommodation**

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the Contractor.

The costs of the office accommodation are to be covered by the fee rates.

## **6.3. Facilities to be provided by the contractor**

The contractor must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

The Contractor shall provide all required supplies, services, documentation, logistical support, etc. for the implementation of the contract, and all the costs should be included in the fee rates of its experts.

## **6.4. Equipment**

No equipment is to be purchased on behalf of the Contracting Authority.

## **6.5. Incidental expenditure**

The provision for incidental expenditure covers ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs that should be covered by the contractor as part of its fee rates, as defined above. Its use is governed by the provisions in the general conditions and the notes in Annex V to the contract. It covers:

- Travel costs and subsistence allowances for missions, outside the normal place of posting, undertaken as part of this contract. If applicable, indicate whether the provision includes costs for environmental measures, for example CO2 offsetting.
- Exceptional costs related to the organisation of workshops, trainings and seminars outside government facilities and other communication events, including the costs for interpretation and printing necessary documents and materials, could be covered by incidental expenditures with the authorisation of the Contracting Authority.

The provision for incidental expenditure is EUR 10,000. This amount must be included unchanged in the budget breakdown.

Per diem are daily subsistence allowances that may be reimbursed for missions foreseen in these terms of reference or approved by the Contracting Authority, carried out by the contractor's authorised experts outside the expert's normal place of posting. The per diem is a maximum fixed flat-rate covering daily subsistence costs. These include accommodation, meals, tips and local travel, including travel to and from the airport. Taxi fares are therefore covered by the per diem. Per diem are payable on the basis of the number of hours spent on the mission. Per diem may only be paid in full or in half (no other fractions are possible). A full per diem shall be paid for each 24-hour period spent on mission. Half of a per diem shall be paid in case of a period of at least 12 hours but less than 24 hours spent on mission. No per diem

should be paid for missions of less than 12 hours. Travelling time is to be regarded as part of the mission. Any subsistence allowances to be paid for missions undertaken as part of this contract must not exceed the per diem rates published on the website - [http://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems\\_en](http://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems_en) - in force at the time of contract signature.

The contracting authority reserves the right to reject payment of per diem for time spent travelling if the most direct route and the most economical fare criteria have not been applied.

Prior authorisation by the contracting authority for the use of the incidental expenditure is not needed.

## **6.6. Lump sums**

No lump sums are foreseen in this contract.

## **6.7. Expenditure verification**

The provision for expenditure verification covers the fees of the auditor in charge of verifying the expenditure of this contract in order for the contracting authority to check that the invoices submitted are due. The provision for expenditure verification is EUR 1,000.

This amount must be included unchanged in the budget breakdown.

This provision cannot be decreased but can be increased during execution of the contract.

# **7. REPORTS**

## **7.1. Reporting requirements**

The Contractor shall submit the following reports in English in one original and one copy in electronic version:

- Inception report of the project of maximum 20 pages. This report shall be submitted no later than one month after the project start.
- Draft final report of the project of maximum 20 pages. This report shall be submitted no later than month before the end of the period of implementation of tasks.
- Final report with the same specifications as the draft final report, incorporating any comments received from the parties on the draft report. The deadline for sending the final report is 15 days after receipt of comments on the draft final report. The final report must be provided along with the corresponding invoice.

Please see Article 26 of the general conditions. There must be a final report, a final invoice and the financial report accompanied by an expenditure verification report at the end of the period of implementation of the tasks. The draft final report must be submitted at least one month before the end of the period of implementation of the tasks. Note that these interim and final reports are additional to any required in Section 0 of these terms of reference.

Each report must consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts, incidental expenditure and expenditure verification.

To summarise, in addition to any documents, reports and output specified under the duties and responsibilities of each key expert above, the contractor shall provide the following reports:

<b>Name of report</b>	<b>Content</b>	<b>Time of submission</b>
Inception report	Analysis of existing situation and work plan for the project	No later than 1 month after the start of implementation



Draft final report	Short description of achievements including problems encountered and recommendations.	No later than 1 month before the end of the implementation period.
Final report	Short description of achievements including problems encountered and recommendations; a final invoice and the financial report accompanied by the expenditure verification report.	Within 2 weeks of receiving comments on the draft final report from the project manager identified in the contract.

## 7.2. Submission & approval of reports

At the end of the project, The Contractor will supply the Contracting Authority with a specific device (CD ROM, USB, other support) together with the final report and including all project deliverables grouped by CEFTA Party and by component.

One hard copy and one electronic copy of the reports referred to above must be submitted to the project manager identified in the contract. The reports must be written in English. The project manager is responsible for approving the reports.

No report or document may be distributed to third parties without the prior approval of the Contracting Authority. The Contractor shall pay particular attention to the confidentiality of data. Reports, as well as press statements etc. prepared by the Contractor will make clear that any opinions expressed therein remain those of the Contractor and do not necessarily represent the opinion of the Contracting Authority.

## 8. MONITORING AND EVALUATION

### 8.1. Definition of indicators

Steering Committee Meetings, involving:

- Director of the CEFTA Secretariat,
- Project Manager of the SEED+ project,
- Technical Expert - Trade in goods,
- DG NEAR,
- Representatives of the Beneficiaries,

are to be organized for the presentation and approval of all the reports:

- Inception report
- Progress reports
- Final report

in order to assess the results achieved. If needed, representative of other stakeholders may be invited to the Steering Committee Meetings as observers.

### 8.2. Special requirements

Based on the sole discretion of the Contracting Authority, the Contractor accepts to enter into an additional contractual agreement with the Contracting Authority or a third party to replicate and rollout the Database in Moldova using the common infrastructure and systems established through this ToR and following the similar activities as prescribed in this ToR, in particular interconnection with in-Party information systems. The final goal of this additional agreement would be to have the Database equally

implemented in all CEFTA Parties. Costs for the Database rollout to Moldova shall not exceed 10% of the total value of this contract.

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