

## ANNEX II: TERMS OF REFERENCE

<b>1.</b>	<b>BACKGROUND INFORMATION .....</b>	<b>2</b>
1.1.	Beneficiary.....	2
1.2.	Contracting Authority .....	2
1.3.	Country background .....	2
1.4.	Current situation in the sector.....	4
1.5.	Related programmes and other donor activities .....	6
<b>2.</b>	<b>OBJECTIVE, PURPOSE &amp; EXPECTED RESULTS .....</b>	<b>8</b>
2.1.	Overall objective.....	8
2.2.	Purpose .....	8
2.3.	Results to be achieved by the Contractor.....	8
<b>3.</b>	<b>ASSUMPTIONS &amp; RISKS .....</b>	<b>8</b>
3.1.	Assumptions underlying the project .....	8
3.2.	Risks .....	8
<b>4.</b>	<b>SCOPE OF THE WORK.....</b>	<b>8</b>
4.1.	General.....	8
4.2.	Specific work.....	9
4.3.	Project management.....	11
<b>5.</b>	<b>LOGISTICS AND TIMING .....</b>	<b>11</b>
5.1.	Location.....	11
5.2.	Start date & period of implementation of tasks .....	12
<b>6.</b>	<b>REQUIREMENTS .....</b>	<b>12</b>
6.1.	Staff .....	12
6.2.	Office accommodation.....	13
6.3.	Facilities to be provided by the Contractor.....	13
6.4.	Equipment.....	13
6.5.	Incidental expenditure .....	14
6.6.	Lump sums .....	14
6.7.	Expenditure verification .....	14
<b>7.</b>	<b>REPORTS .....</b>	<b>14</b>
7.1.	Reporting requirements .....	14
7.2.	Submission and approval of reports .....	15
<b>8.</b>	<b>MONITORING AND EVALUATION.....</b>	<b>15</b>
8.1.	Definition of indicators.....	15

## 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. Country 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 anybody 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 Regional or International Organisations; negotiating, co-ordinating, and reporting on donor funded assistance for regional 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 the Consolidated Multi-Annual Action Plan for the creation of a Regional Economic Area, and all other regional 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 regional 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

regional 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 regional 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 the intra-regional 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 at the regional level, as far as possible, aiming at facilitating the regional 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 the CEFTA Region with an aim to facilitate the regional 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 regional 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 the region.

#### 1.4. Current situation in the sector

Since its first implementation phase in 2010, the Systematic Exchange of Electronic Data (SEED) has enhanced border management in the Western Balkans, fostering the cooperation and the sharing of information among Customs Administrations. SEED has along the years significantly contributed to overcome the inefficiencies in the Western Balkans' border management systems that resulted in complicated and time-consuming procedures for legitimate trade flows. SEED has also contributed to reducing the security risks in the region.

The SEED system has been supported by IPA funds since 2010 and successfully implemented and maintained until present. SEED solution is based on the SOA architecture and provides interconnectivity and interoperability among 6 Customs Declaration Processing Systems of CEFTA Western Balkans Six Parties.

The current state of play in relation with the existing SEED is as follows:

- Legal bases for the electronic data exchange are established throughout the region, on the basis of bilateral protocols signed between neighbouring customs administrations;
- Operational guidelines and instructions for the SEED system usage have been adopted by each beneficiary customs administration;
- IT infrastructure and system are in place, operational 24/7 and fulfilling their role: automatic customs data matching and alarm module on pre-arrival data, in particular:
  - SEED infrastructure:
    - 7 SEED nodes (Tirana, Banja Luka, Podgorica, Skopje, Belgrade, Pristina, Rome) and each node is composed of SEED servers and communication equipment;
    - 9 direct bilateral data exchange links + 2 links to the “middle server”: Pristina-Rome and Belgrade-Rome. These links covered all crossing-points inside the region.
  - SEED software modules:
    - Preview of exchanged data (pre-arrivals, my exits, my entries)
    - Module for manual entry of missing data
    - Data matching
    - Statistics
    - Alarm module
    - CASH module
    - ATA Module
    - VAT Refund Module
    - Module for Customs Debt
    - Customs Common Risk Profiles Module
    - Archive data
    - Administration module
    - Fault reporting toolset
  - Exchange of data established for the following Customs Documents:

- SEED messages for Transit Declarations: data model created on basis\* of NCTS IE001 (New Computerised Transit System) and WCO DM (Data Model) v3;
- SEED messages for Export Declarations: data model created on basis\* of ECS IE501 (Export Control System) and WCO DM v3;
- SEED message for Import Declarations: data model created on basis\* of ICS IE729 (Import Control System) and WCO DM v3) – this message is used only for data matching, and is not transmitted to the neighbouring party;
- SEED messages for TIR carnets: data model created on UNECE (United Nations Economic Committee for Europe) eTIR data model;
- SEED messages for ATA carnets;
- SEED messages for Simplified Procedure accompanied document (Invoice);
- SEED message for border crossings of the Empty Trucks;
- \* Respectable data models were adjusted for the business objectives of the Project

The Green Corridors/Lanes<sup>1</sup> within Western Balkans were established at the beginning of the COVID-19 outbreak in order to prevent shortages of essential goods and medical equipment. The initiative has proven to be one of the most successful examples of regional cooperation in the Western Balkans, to date. Its main achievement of preserving trade flows in the region, has not only had significant economic benefits, but has also proven to be invaluable in terms of addressing the urgent needs of the population in times of pandemic. In line with the Joint proposal of the CEFTA Secretariat and the Permanent Secretariat of the Transport Community to facilitate the transport and trade of goods of first necessity within the Western Balkans<sup>2</sup>, several actions were planned, agreed and implemented as follows:

- A restricted number of road priority border/common crossing points (BCP/CCPs) were identified on the TEN-T network as green and for all these BCP/CCPs, a series of measures were undertaken to ease the work and cooperation between the different administrations involved;
- At these BCPs/CCPs, services have been made available 24/7;
- A list of goods of first necessity that have had priority passage on the green lanes has been agreed (the list of the essential goods is made up of an extended World Customs Organization list of medical products and basic food and feed products);
- Electronic exchange of pre-arrival information has been established through the SEED on goods of first necessity between customs administrations and other agencies.
- The statistics on the usage of the green corridors/lanes and waiting time is regularly published on <https://statistics.cefta.int/green-corridors>.

Following the initial implementation, the green corridors/lanes initiative have been extended to all intra-CEFTA BCPs/CCPs, providing all agencies (customs, phytosanitary, veterinary and food inspections) involved in the clearance of goods with pre-arrival information on consignments of essential goods, so that the agencies can prepare and that those consignments can be given priority passage. The initiative has also been extended to three rail intra CEFTA BCP/CCPs and at the beginning of 2022, the concept was expanded to all goods at all intra CEFTA BCP/CCPs, so that the agencies can prepare in advance for all consignments and speed up the clearance process.

The agreement is now reached with Italy, Greece, Croatia and Romania to start piloting the same initiative at BCPs with the EU, as one the most important priority under Common Regional Market Action Plan and agreed Berlin Summit deliverables. Within this framework, the need for further expansion of the system has emerged.

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<sup>1</sup> Green corridors refer to a network of priority roads and BCPs/CCPs agreed between Parties, to be linked to the neighbouring EU Member States along the TEN-T Network, while green lanes refer to a prioritisation system at the BCPs/CCPs enabling faster crossing of priority goods.

<sup>2</sup> Details can be found at [https://www.transport-community.org/wp-content/uploads/2020/04/Joint-TCT-CEFTAProposal-green-corridors\\_07042020.pdf](https://www.transport-community.org/wp-content/uploads/2020/04/Joint-TCT-CEFTAProposal-green-corridors_07042020.pdf)

## 1.5. Related programmes and other donor activities

### 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>3</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;
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

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<sup>3</sup> <https://webgate.ec.europa.eu/cfcas3/tracesnt-webhelp/Content/Whatstraces/What%27s%20Traces.htm>

## **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 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’s “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)

## **The World Bank Group’s “National Single windows project”**

The World Bank Group is planning a regional project on the national single windows (NSW). The NSW will encompass the processing of trade transactions from the start of regulatory requirements up to the clearance of goods into/out of the country and will: streamline and automate relevant front office processes at key government agencies; include a facility for electronic payment; provide access to information sources relating to trade regulations and procedures and provide increased information sources for the Government to improve its administration of international trade. In 2020, the project will start with preparation of blue prints for introduction of NSW in Albania, Serbia and North Macedonia. The blue print will be concise, action oriented and will serve for rapid transition to implementation.

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.

## **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 support the expansion of green corridors/lanes initiative with neighbouring EU Member States following the CEFTA/TCT joint proposal and conclusions on the establishing Green Corridors/Lanes with the EU Member States and taking into the account the objectives and goals of the Action Plan for the Common Regional Market under the Berlin Process.

### **2.2. Purpose**

The purpose of this contract is to maintain green and blue lanes with participating neighbouring EU MS.

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

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

- RESULT 1 - SEED system supports green/blue lanes initiative with participating neighbouring EU Member States
- RESULT 2 - SEED system supports automatic collection, data warehousing and analysing of statistical data to monitor and evaluate the implementation of trade facilitation instruments
- RESULT 3 - Support and help desk services satisfactory provided

## **3. ASSUMPTIONS & RISKS**

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

Beneficiaries are committed:

- To cooperate with the partner Customs Administrations in the SEED exchange of information programme and to upgrade their own system functionalities.
- To host the SEED infrastructure in their premises and to provide information from their Customs Information Systems through this system to all other SEED partners.
- To receive information from the other SEED partners and to use it for risk management, trade facilitation, intellectual property rights and law enforcement purposes.
- To keep appointed appropriate skilled people to use and analyse data exchange.

### **3.2. Risks**

- Political instability at the level of the Beneficiaries and/or instability of senior management and other staffing within their Customs administrations.
- Lack of commitment in appointing skilled people for SEED functioning.

## **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 Beneficiaries for the realisation of the project activities. Technical assistance will also include the support in drafting specific operational procedures and provision of training.



#### 4.1.2. Geographical area to be covered

CEFTA Parties.

#### 4.1.3. Target groups

Target groups are Customs Administrations of piloting parties.

#### 4.2. Specific work

➤ Activities related to RESULT 1 - SEED system supports green/blue lanes initiative with participating neighbouring EU Member States

1.1 SEED node with required software modules, applications and services operational in participating parties:

This diagram presents components of the SEED node. The source code will be provided by the Contracting Authority.

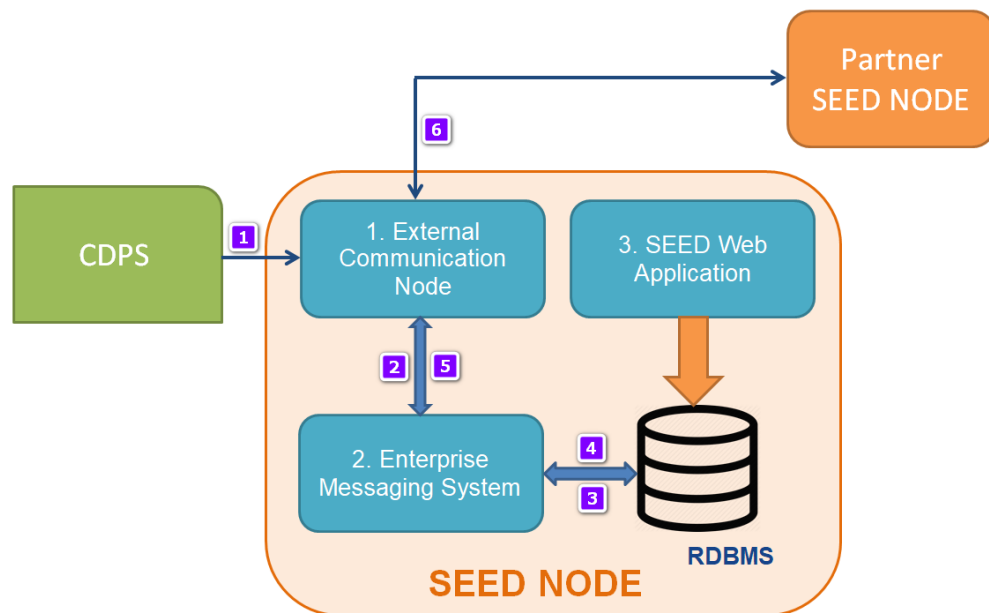


Figure 1: SEED Node Components

#### *External Communication Node (ECN)*

SEED External Communication Node accepts messages from National CDPS System (1), validates them against predefined XSD schemas and transmits (2) to “Enterprise Messaging System” module.

ECN is also responsible for accepting messages from SEED Node of partner Customs Administrations (6) and transmitting them (2) to the “Enterprise Messaging System” module.

In reverse direction it accepts messages from “Enterprise Messaging System” module (5) and route them to appropriate SEED Node of partner Customs Administration (6).

#### *SEED Enterprise Messaging System*

SEED Enterprise Messaging System (EMS) is the “brain” of the overall system. It is based on the Service Oriented Architecture (SOA), developed in the .NET Framework, and is using Object-relational

mapping (ORM) for data persistence. SEED Pulling Service is developed to be independent from the used RDBMS platform.

### *SEED Web Application*

SEED Web Application is client application composed by several functional modules, and is used for:

- Preview of received and sent data,
- Preview of various statistics on data processing,
- Setting up of alarms (risk criteria and profiles) on exchanged data,
- Additional business functions of the Customs Administration.

Web Application has decoupled architecture and is using cutting edge technology. Each layer of architecture is developed by using of the latest tools and frameworks. Core business modularity is maintained over all layers of architecture. Web Application is composed by the following architecture layers:

- Security layer completely decoupled to latest IdentityServer 4 (IS4 is developed for the MS SQL RDBMS, project team customised it for open-source database engine – PostgreSQL, as well),
- MVVM pattern utilising RESTful API technology and command/query pattern with ODATA standard,
- Front-side (client): AngularTS by Google – cross-platform client-side framework (current version of TS is 8),
- Presentation layer is aligned with Material Design by Google (cross platform design specification) maximizing responsiveness, simplicity, and ease of use.

### *Relational Database Management System (RDBMS)*

SEED system theoretically can use any kind of the Relational Database Management System. The following types are supported in the production environment so far:

- PostgreSQL (recommended for the pilot)
- Microsoft SQL Server
- Oracle

### *Technologies/Platforms used by SEED Components*

- External Communication Node:
  - .NET, C#
- Enterprise Messaging System:
  - .NET, C#
- SEED Web Application:
  - Restful WEB services
  - Angular TS: <https://angular.io/guide/typescript-configuration>
  - Identity Server v 4.0, Thinkecture: <https://identityserver4.readthedocs.io/en/latest/>
  - JWT, OAuth, Owin
  - Entity Framework 6 ORM: <https://docs.microsoft.com/en-us/ef/#pivot=ef6x>
  - DevExpress Components: [www.devexpress.com/](http://www.devexpress.com/)
- RDBMS (the following options are possible):
  - PostgreSQL: [www.postgresql.org](http://www.postgresql.org)
  - MS SQL: <https://www.microsoft.com/en-us/sql-server/sql-server-downloads>
  - Oracle: <https://www.oracle.com/database/technologies/>

1.2 Electronic exchange of data established among participating parties covering all goods consignments in road and/or maritime traffic. Within the scope of this initiative, the following activities should be included, but not limited to:

- Provide pre-arrival and exit data for all goods and for all types of procedures, including the empty trucks from piloting customs of exit to piloting customs of entry and provide automatic data matching and alarm with import declaration, in accordance with the MoUs signed.
  - Provide training and advisory support.
  - Ensure sustainability through adequate knowledge transfer.
- Activities related to RESULT 2 - SEED system supports automatic collection, data warehousing and analysing of statistical data to monitor and evaluate the implementation of trade facilitation instruments, including but not limited to:
- Provide technical support in automation of data gathering and warehousing to monitor and evaluate the implementation of activities and creation of up-to-date user-friendly public information dissemination, including but not limited to aggregated reports such as number of trucks, consignments, waiting time at BCP/CCPs and similar per week, months, year, type of goods, AEO, BCP/CCPs and other data series.
- Activities related to RESULT 3 - Support and help desk services satisfactory provided
- The contractor will closely cooperate with IT staff from piloting customs administration and provide support in troubleshooting problems to ensure the smooth operation of the SEED. The Contractor will have remote access to the SEED node to enable support and maintenance interventions. The Contractor will make reasonable efforts to acknowledge issues within 4 (four) business hours and respond within one (1) business day or will suggest workarounds.

To support the above-specified activities, the CEFTA Secretariat will convene meetings with the relevant stakeholders, upon request made by the Contractor. The Contractor is free to request background information and relevant documentation from the CEFTA Secretariat during the implementation period of the contract.

#### **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.

##### **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 mostly remotely, but also in CEFTA customs administrations. The operational base(s) in CEFTA Parties will be defined by the Contractor in its proposal.

## 5.2. Start date & period of implementation of tasks

The intended start date is April 2023 and the end date is 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 country, or of international/regional organisations based in the country, 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 experts have a crucial role in implementing the contract. These terms of reference contain the required key experts' profiles. The tenderer shall submit CVs and statements of exclusivity and availability for the following key experts:

##### **Key expert 1: Team Leader (minimum 30 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 maintenance.

##### **Qualifications and skills**

- Level of education which corresponds to completed university studies, preferably in engineering, technical sciences, information technology or management;

##### **General professional experience**

- Minimum 15 years of general working experience;
- Minimum 5 years of experience in projects management;

##### **Specific professional experience**

- Minimum 10 years of working experience with customs IT systems;
- Minimum 5 years of experience in the field of electronic data exchange related to customs;
- Experience in leading teams in the public sector ICT projects in minimum one, but preferably two projects, which lasted at least 1 year each;
- Working experience in the CEFTA Parties with the beneficiary institutions would be an asset;
- Excellent English communication and reporting skills;
- Knowledge of one or more of the languages used by the CEFTA Parties would be an asset.

Experience will only be counted as of the day the relevant qualification was obtained. Any qualifications, skills and experience stated in the respective CV of an expert must be substantiated by supporting documents (with accurate translation into English) such as copies of degrees or diplomas and employers' certificates, mentioning/indicating the duration of the assignment and the tasks performed. The Key Experts' CVs should clearly indicate the start date and the end date (month and year) of each assignment. Each assignment in the CV should be numbered and the same number should be written on the respective signed supporting document.

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

### **6.1.2. Other experts, support staff & backstopping**

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 such legal expert, customs expert, network expert, ESB expert, IT security expert 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. 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.

**Pool of non-key experts – minimum of 55 working days** (25 working days for Senior non-key experts and 30 days for Junior non-key Experts) - It will have to be divided by results and between Senior and Junior experts, according to the Organisation 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*.

### **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.

### **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.

The provision for incidental expenditure for this contract is **EUR 2,000.00**. 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 for this contract 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 4.2 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 and approval of reports**

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.

## **8. MONITORING AND EVALUATION**

### **8.1. Definition of indicators**

In the Annex III - Organisation & Methodology – of the tender document, the Contractor shall identify objectively verifiable indicators and sources of verification for each of the activities described in Section 4, where possible. Indicators will be refined and finalised in the Inception Report and agreed at the first Steering Committee meeting. Indicators will be used for the monitoring and evaluation of the Project.

Steering Committee Meetings, involving:

- Director of the CEFTA Secretariat
- Project Manager of the SEED+ project
- CEFTA Secretariat
- Evaluation/acceptance committees

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

- Inception report
- Final report

in order to assess the results achieved.

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