

ANNEX II: TERMS OF REFERENCE

1. BACKGROUND INFORMATION.....	2
1.1. Beneficiary	2
1.2. Contracting Authority.....	2
1.3. Background	2
1.4. Current situation in the sector.....	4
1.5. Related programmes and other donor activities	6
2. OBJECTIVE, PURPOSE & EXPECTED RESULTS.....	7
2.1. Overall objective	7
2.2. Purpose	8
2.3. Results to be achieved by the Contractor	8
3. ASSUMPTIONS AND RISKS	8
3.1. Assumptions underlying the project.....	8
3.2. Risks	8
4. SCOPE OF THE WORK	9
4.1. General	9
4.2. Specific work.....	9
4.3. Project management	11
5. LOGISTICS AND TIMING.....	12
5.1. Location.....	12
5.2. Start date & period of implementation	12
6. REQUIREMENTS.....	12
6.1. Staff	12
6.2. Office accommodation	14
6.3. Facilities to be provided by the Contractor	14
6.4. Equipment	14
6.5. Incidental expenditure	14
6.6. Lump sums	15
7. REPORTS.....	15
7.1. Reporting requirements	15
7.2. Submission & approval of reports.....	17
8. REPORTS.....	17
8.1. Definition of indicators	17

1. BACKGROUND INFORMATION

1.1. Beneficiary

CEFTA 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;
- 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 CEFTA 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 CEFTA Economic Area, and all other CEFTA-wide 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 administrations 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 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 CEFTA 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-CEFTA cooperation in the field of trade in services by facilitating the implementation of the commitments stipulated in Articles 26–29 of the CEFTA 2006.
- Subcommittee on Intellectual Property Rights is tasked to develop and broaden cooperation among the CEFTA Parties in relation to Intellectual Property Rights for the purpose of the elimination of trade-related barriers.

- **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 recognition agreements in the relevant areas of technical measures conditional upon the full alignment with the relevant EU *acquis*, and implementation of the aligned regulation 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 administrations and agencies involved in clearance of goods at the CEFTA level, as far as possible, aiming at facilitating trade in CEFTA 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 with an aim to facilitate the trade while improving the overall quality and deterrence of customs, security and safety controls and inspections.

- Veterinary Working Group contributes to the promotion and facilitation of trade in agri-food products within CEFTA, also discussing and coordinating the related policies on agriculture and the protection of animal health and food safety and other relevant areas in accordance with Articles 11 and 12 of the CEFTA 2006.
- 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 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.
- Working Group on Parcel Delivery is in charge of activities aimed at facilitating parcel delivery within CEFTA, in particular through implementation of JC Decision 3/2024.
- Joint Working Group on the Recognition of Professional Qualifications deals with mobility of professionals by facilitating and supervising the implementation and application of cooperation in the area of the recognition of professional qualifications.
- Joint CEFTA-RCC Working Group on Investment Policy and Promotion is established in the context of the SEE 2020 Strategy and the regulatory basis for cooperation on investment from the CEFTA 2006 (Articles 30-33), with the main purpose deepen CEFTA 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

CEFTA Parties are working on enhancing transparency of all types of trade measures. CEFTA Transparency Pack and Statistical Portal, available at <https://transparency.cefta.int/>, are the two key tools to this end. CEFTA Transparency Pack is currently composed of the following modules/databases: Trade Portal, Sanitary and Phytosanitary Database, Technical Barriers to Trade Database, Market Access Barriers Database, Binding Tariff Information Database, Services Regulatory Database, Database on unsafe/non-compliant products detected on the CEFTA market, and Database on CEFTA Authorized Economic Operators. Statistical Portal is composed of four modules: trade in goods, trade in services, foreign direct investment, and foreign affiliates trade statistics.

During the implementation of the projects CEFTA Transparency Pack and Statistical Portal under CEFTA 2021-01 and SEED+ 2021-02 (May 2021 – September 2022), the Transparency Pack was rebuilt on modern technological platform, non-structured data were remodelled to support search and export, new modules were included to the SRD database, user experience was improved, data from the old system were migrated and new data supplied by Parties have been updated and entered and in some instances, automatic data update from local to central systems was secured. The data migration from the old system was performed for the Statistical Portal. All data that existed in the old system were successfully migrated to the new system. In addition, new data received by CEFTA Parties were uploaded to the system and are available for end users. In addition to existing categories in the Portal, three sections on raw data export, macroeconomic indicators, generation of reports (new section) were reviewed and improved.

• **CEFTA Trade Portal**

The CEFTA Trade Portal provides information on the most important trade regulations concerning trade with the signatories of the CEFTA 2006. It provides orientation and information to businesses for trade within the CEFTA Parties. The information is entered in the CEFTA Trade Portal in a form of a post with several attributes enabling search functions. The main categories of information presented on the portal are customs regulations, licensing procedures, technical requirements, sanitary and phytosanitary (SPS) and veterinary controls, trade regimes, public procurement procedures and the regulations for BCP/CCP controls applied in all CEFTA signatories. Information is presented in English and local language of respectable CEFTA Party.

- ***CEFTA Sanitary and Phytosanitary Database***

The CEFTA SPS Database provides transparency of a relevant regulatory framework that supports environment for the smooth flow of agricultural goods across CEFTA. The SPS Database includes documents as regulation and measures in the sanitary, phytosanitary and veterinary field. The SPS Database offers browsing through documents and also documents retrieval based on search via metadata. The module provides information as list of accredited laboratories and BCP/CCP contact details, food and feed producers / importers / warehouses, food export establishments, agricultural support, certificates in use, bilateral and international agreements and customs tariffs (import / export taxes).

- ***CEFTA Technical Barriers to Trade Database***

The CEFTA TBT Database provides transparency of information on unnecessary technical barriers to trade as well as on quality infrastructure across CEFTA, supporting the free movement of goods across CEFTA. The module provides information such as quality infrastructure in general, accreditation, standardisation, conformity assessment, and metrology and market surveillance. The information is accessible in English and in local languages.

- ***CEFTA Market Access Barriers Database***

The CEFTA Market Access Barriers Database (MABD) is a dispute settlement tool used for systematically identifying and solving barriers in trade in goods and services. The methodology applied is internationally comparable while applying the UNCTAD classification of non-tariff measures. The module provides possibility for the CEFTA Parties to report cases related to barriers in trade in goods, services, or both. Reporting party creates a case by filling in all relevant data and uploading supporting documents. MABD supports tracking of the case through its life cycle states: new, pending, pending response, solved, denied, conformed, and providing all relevant parties to edit the case. Relevant parties are Reporting Party, Party Applying Measure and CEFTA Secretariat. MABD enables browsing through the cases and search via case attributes. MABD module includes graphical presentation of statistics on MAB cases. The current version provides graphical presentation for absolute and relative/normalised number of cases with respect to total trade volume and other relevant trade indicators.

- ***CEFTA Binding Tariff Information Database***

CEFTA Binding Tariff Information (BTI) database is a platform that aggregates all the information related to the Advance Rulings from all seven CEFTA Customs administrations. CEFTA BTI guarantees the predictability of business and the equal treatment of traders in their dealings with the CEFTA Customs administrations. It is available to traders and customs for searching, consulting, and viewing. Solutions for CEFTA and local databases are compatible in a sense that entry of the newly issued AR in the local databases at the same time appears in the CEFTA central database. Automatic data update with Serbian local database has been secured.

- ***CEFTA Services Regulatory Database***

CEFTA Services Regulatory Database is a functional exchange information platform at CEFTA level, which increases transparency and ensures smooth supply of services across CEFTA. The creation of such a mechanism aimed to make information on relevant regulation in number of service sectors such as technical requirements, procedures and licensing user-friendly, easily accessible as well as more responsive to the needs of business. It consists of the public web application and database for search and preview of data on applied measures and of restricted part for the CEFTA Secretariat and authorised persons from CEFTA Parties for adding of new / update of existing measures.

- ***CEFTA Database of AEOs***



CEFTA central database of AEO is a multilingual information system that facilitated the sharing of data and documents on AEO between Customs Administrations within CEFTA and enhanced their cooperation in granting benefits to companies having AEO statuses. CEFTA Parties use the database to inform each other of the identities of their AEOs, for the purposes of security, and include the following information:

- the trader identification;
- the name and address of the AEO;
- the number of the document granting the status of AEO;
- the current status (active, suspended, revoked);
- the periods of changed status;
- the date on which the certificate becomes effective; and
- the administration which issued the certificate.

The database was built to align with the EU AEO database and should reflect any changes introduced at the EU level accordingly.

- ***Database on unsafe/non-compliant products detected on the CEFTA market***

The CEFTA common database of unsafe/noncompliant products detected on the CEFTA market to prevent the distribution and placing of unsafe and non-compliant products on the CEFTA market. The Database enables the sharing of valuable data on market surveillance activities in CEFTA and increases cooperation between relevant administrations working with product safety. The information about unsafe products can be shared among engaged CEFTA administrations working with product safety, which will contribute to improving consumer protection. The Database was built similarly to the currently existing IT systems from the European Union, in particular it supported 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 was built to align with the EU Safety Gate database and should reflect any changes introduced at the EU level accordingly.

- ***Statistical Portal***

Statistical portal provides sets of raw data and selected forms of data presentation (charts) available on the CEFTA website. All data is saved in a database. The input from CEFTA Parties is provided directly by competent administrations, i.e. their authorized representatives, i.e. statistical offices, in case of trade in goods and central banks for trade in services statistics. Representatives of these institutions are meeting regularly in the framework of the Working Group on Trade in Services Statistics, FATS and FDI Statistics. The Working Group convenes at least once a year to discuss data sets to be exchanged, methodology applied in data collection, data processing and representation on the website and the other relevant issues in regard to statistics. The Working Group report to the Subcommittee on Trade in Services. The project will support activities related to maintenance and expanding the statistical database and representation of data, according to the needs of CEFTA Parties. The maintenance of the database involves technical adaptation of software, technical IT support to the Parties in uploading the data, resolving issues regarding presentation of data, etc.

Statistical portal is full-fledged solution, which enhances transparency through user-friendly dissemination of data related to CEFTA implementation, processing international indices related to CEFTA. It consists of a database of statistical data related to trade in goods and services (also including foreign direct investment and foreign affiliates trade statistics) and a platform for presentation of data with interactive charts including but not limited to line, spline, area, column, bar, pie scatter, etc., schematic interactive maps in web application linked to geography etc.

1.5. Related programmes and other donor activities

GIZ Open Regional Fund Foreign Trade /Support to Regional Economic Integration



Rue de la Loi 42, 1040 Brussels, Phone: +32 2 229 10 11, E-mail: procurement@cefta.int

The project started in June 2020 and run until December 2024. The aim of the Project was as follows:

- Improved operationalization of the Additional Protocol 5 (AP5) so as to capitalize on trade reforms already undertaken and facilitate cross-BCP/CCP trade for businesses
 - Thematic focus is on: implementation of Recognition Programmes (Authorised Economic Operators and BCP/CCP 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-agencies cooperation for improving compliance of local regulations and procedures with AP6; CEFTA 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 CEFTA level; promotion of benefits and opportunities to be gained from trade related measures and reforms supported under the project

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

The World Bank Group’s “NSW project”

The World Bank Group is planning a project on the 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 economy and will: streamline and automate relevant front office processes at key 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 economies to improve its administration of international trade. In 2020, the project will start with preparation of blueprints for introduction of NSW in Albania, Serbia and North Macedonia. The blueprint 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 project will seek to contribute (i) increasing socioeconomic growth in CEFTA thanks to increased trade and investment; (ii) fostering the implementation of the EU acquis pertaining to the EU Single Market in order to accelerate accession to the EU; and (iii) enhancing good neighbourly relations (overall

objective) through supporting the creation of CEFTA Trade Area based on CEFTA 2006, as part of the CRM 2.0 AP (specific objective).

2.2. Purpose

The purpose of this contract is to support the proper functioning, preventive and adaptive maintenance and further improvement of the CEFTA Transparency Pack and Statistical Portal which are currently composed of 9 databases, but will be expanded in 2026 with 1 more database in the area of trade in services to be developed as part of this contract.

2.3. Results to be achieved by the Contractor

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

1. Functioning of the secured ICT cloud infrastructure that hosts CEFTA Transparency Pack and Statistical Portal is ensured.
2. The existing modules of CEFTA Transparency Pack and Statistical Portal are operational and aligned with the existing and future business requirements of CEFTA. Improvements are introduced both from technical and content point of view, and new business functionalities are added as needed, in particular in order to align them with the related EU databases, e.g. to reflect any changes introduced at the EU level, to enable automatic data updates from local to the central databases, to interconnect them with the related EU databases, and other similar improvements. Additionally, the contractor will further develop an additional database in the area of trade in services that will enable selected functionalities of the Internal Market Information System (IMI) to support trade facilitation activities.
3. Regular report on CEFTA Transparency Pack and Statistical Portal data accuracy and usage provided.
4. Technical assistance, support and adaptive and preventive maintenance provided throughout project implementation period.

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

- CEFTA Parties remain committed to actively use and improve the Transparency Pack and Statistical Portal to support the implementation of CEFTA priorities.
- Continuous interaction and effective communication between all stakeholders relevant for the implementation of CEFTA Transparency Pack and Statistical Portal.
- CEFTA Parties remain committed to provide relevant data and information in a timely manner to enhance the Transparency Pack and Statistical Portal.

3.2. Risks

- Political instability at the level of the CEFTA economies and management level of the Beneficiaries concerned.
- Low participation, lack of commitment and insufficient interaction between all stakeholders relevant for CEFTA Transparency Pack and Statistical Portal.

- Risk of institutional resistance to change and new technology.

4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

The Contractor will be tasked to assist the CEFTA Secretariat and CEFTA Parties in providing technical support to ensure proper functioning of the CEFTA Transparency Pack and Statistical Portal which are currently composed of 9 databases under the changing business environment. The contractor will further develop an additional database in the area of trade in services that will enable selected functionalities of the Internal Market Information System (IMI) to support trade facilitation activities. The contractor will actively engage and provide advices on further improvements of the databases, from the technical, content and functional point of view, ensuring overall security of data and platform, and providing continuous support and maintenance.

4.1.2. Geographical area to be covered

Brussels and CEFTA Parties.

4.1.3. Target groups

Target groups are CEFTA Secretariat, CEFTA Structures and Beneficiary Administrations.

4.2. Specific work

The indicative list of activities is as follows:

1. Activities related to Result 1: Functioning of the secured ICT cloud infrastructure that hosts CEFTA Transparency Pack and Statistical Portal ensured
 - Provide support to ICT cloud infrastructure/platform maintenance and ensure overall security of platform and data.
2. Activities related to Result 2: The existing and future databases of CEFTA Transparency Pack and Statistical Portal operational and aligned with the existing and future business requirements of CEFTA.
 - The Contractor will actively engage and provide advice on further improvements of the databases, from the technical, functional and content perspective and will upgrade the selected databases accordingly.
 - The Contractor will periodically revise the content and its accuracy and assist the data owners to keep the data accurate, also through the establishment of automatic data update from local databases. This may also include deployment of CEFTA central databases to be used for local purposes when possible.
 - The contractor will develop an additional database in the area of trade in services that will enable selected functionalities of the Internal Market Information System (IMI) to support trade facilitation activities.
 - The Contractor will ensure that all modules are tested and fine-tuned and support the CEFTA Secretariat and Beneficiaries in conducting the acceptance testing, document the results and remediate any problems encountered. This will include, but will not be limited to, recovery, security, usability, functional and user acceptance testing.

- The Contractor will establish Source Code Management (SCM) System and make it available to the CEFTA Secretariat and Beneficiaries, providing unlimited and perpetual software license, and upload the updated source code and documentation materials. The Contractor is obliged to keep the latest source code and documentation updated in the SCM during the entire Contract Term.
3. Activities related to Result 3: Regular report on CEFTA Transparency Pack and Statistical Portal usage provided.
 - The Contractor will maintain a tool to enable tracking statistics on the level of utilization of CEFTA Transparency Pack and Statistical Portal (Google Analytics, internal system reporting) and feedback mechanisms for further improvements.
 4. Activities related to Result 4: Technical assistance, support and adaptive and preventive maintenance provided throughout project implementation period
 - The Contractor will provide support and maintenance throughout project implementation period:
 - o Technical assistance to the CEFTA Secretariat and the Beneficiaries to support smooth use of the Portal (including uploading and retrieving data, usage of application, manuals, trainings, answering questions).
 - o Regular monitoring of the systems, including security maintenance of the overall infrastructure and modules, tracking statistics on the level of utilization and feedback for further improvements.
 - o Data synchronization from local applications to CEFTA application.
 - o Deployment of CEFTA central databases to local environment for the purpose of automatic data updates, when requested. Data synchronization from local applications to CEFTA application.
 - o Corrective maintenance - modifying software to resolve issues discovered after initial implementation.
 - o Adaptive maintenance - changing the software solution to enable it to remain efficient in a changing business environment.
 - o Perfective maintenance - improving or increasing the software solution to improve overall performance.
 - o Improvement maintenance – providing constant innovation.
 - The Contractor will have remote access to the CEFTA ICT infrastructure to enable support and maintenance interventions. The Contractor will also set up a fault reporting toolset to track the issues experienced. Issues experienced will be received by the Contractor via telephone, email or directly through the fault reporting toolset. All support issues entered into the fault reporting toolset shall have a severity level associated shown in the table below. The issues shall also have a ticket number that can be used to query the status.

Severity Level	Description
1	An error that has a critical impact on the development, deployment, or operational use of the software, resulting in the inability to continue to deploy or use the software as required or intended. A Severity 1 error does not have a reasonable workaround, cannot reasonably be corrected by adding to or changing the documentation.

2	An error that causes a severe restriction on the development, deployment, or operational use of the Software, resulting in the restricted ability to continue to deploy or use the Software. A Severity 2 error does not have a reasonable workaround, cannot reasonably be corrected by adding to or changing the documentation
3	An error that causes limitations that is not critical or severe to the development, deployment, or operational use of the Software. A Severity 3 error has a reasonable workaround.
4	An error that causes a slight inconvenience to the development, deployment, or operational use of the Software. A Severity 4 error has a reasonable workaround.

- When entering an issue into the helpdesk system, the users will assign the appropriate Severity Level category, which, in their reasonable judgment, accurately describes the impact to the operating environment. The Contractor reserves the right to reclassify the error if determines, in its reasonable judgment, that such reclassification is appropriate. Where the parties disagree on the classification, the Contractor will review the error with the user to attempt to agree on a acceptable classification.
- 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.

Severity Level	Response Time
1	Acknowledge within 4 (four) Business Hours; response within one (1) Business Day
2	Acknowledge within 4 (four) Business Hours; response within two (2) Business Days
3	Acknowledge within 1 (one) Business Day; response within seven (7) Business Days
4	Acknowledge within 2 (two) Business Days; response at the discretion of contractor Software

- 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 will engage in the work of CEFTA Bodies whose work is underpinned with developed tools with a view of demonstrating the use, providing assistance and discussing possible improvements.

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

SEED+ Project Manager and CEFTA Technical Expert for Cross-cutting issues will be responsible for the management of the project in close coordination with the technical experts responsible for the specific sectors of the databases. 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

The Contractor will implement this assignment home based. Travel to CEFTA Parties and CEFTA Secretariat in Brussels may be required.

5.2. Start date & period of implementation of tasks

The intended start date is May 2025 and the period of implementation of the contract will be until 31 December 2026. Please see Articles 19.1 and 19.2 of the special conditions for the actual start date and period of implementation.

The Contracting Authority may, at its own discretion, extend the project in duration and/or scope subject to the availability of funding. Any extension of the contract would be subject to satisfactory performance by the Contractor.

6. REQUIREMENTS

6.1. Staff

Note that civil servants and other staff of the public administration of the partner economy or of international organisations based in the economy, 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.

The selection procedures used by the contractor to select the experts must be transparent, must guarantee the absence of professional conflicting interests and the absence of any discrimination based on former or current nationality, gender, place of residence, or any other ground. The findings of the selection panel must be recorded.

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

6.1.1. Key expert

Key expert has a crucial role in implementing the contract. These terms of reference contain the minimum requirements for the key experts. The 'Key Expert's profile' (Annex IV) and Statements of Exclusivity and Availability for the following key expert:

Key expert 1: Team Leader/IT Business Analyst (minimum 130 working days)

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.



General professional experience

- Minimum 10 years of professional experience in the area of ICT.
- Minimum 3 years of professional experience in managing software development projects.

Specific professional experience

- Experience in at least two projects in the last five years dealing with designing and developing of trade transparency databases, tools, portals and/or supporting information systems in thematic areas associated to this contract.
- 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.

Guidance on expert time inputs:

- 1) Working days: performance of the contract (and therefore payment) is based solely on working days. The contractor will only be paid for days actually worked on the basis of the daily fee rate contained in the budget breakdown (Annex V). The time input for experts must be expressed in Full Time Equivalent (FTE). Tenderers must annex the 'Estimated number of working days' worksheet contained in the spread sheet for Annex V to their organisation and methodology (Annex III) to demonstrate the correspondence between the proposed methodology and the expert inputs.
- 2) The annual leave entitlement of the experts employed by a contractor is determined by their employment contract with the contractor and not by the service contract between the contracting authority and the contractor. However, the annual leave entitlement of experts must not exceed 60 calendar days per year. Moreover, the contracting authority can decide when experts take their annual leave since this is subject to approval by the project manager, who will assess any such request according to the needs of the project while the contract is in progress. A day of annual leave is not considered to be a working day. See Articles 21 and 22 of the general conditions,.
- 3) The fee rates for all experts must include: the remuneration paid to the experts, all the administrative costs of employing the relevant experts, such as equipment, relocation and repatriation expenses (including flights to and from the place of performance upon mobilisation and demobilisation as well as leave), accommodation, expatriation allowances, leave, medical insurance and other employment benefits given to the experts by the contractor. It shall also include any security arrangement except when this is exceptionally included under the incidental expenditure. Furthermore, the fees shall also include the margin, overheads, profit and support facilities.
- 4) The delivery mode of the expert's assignment is either on the place of performance or home based. The delivery mode, and the locations where the expert will undertake missions and the working days needed for each mission are indicated in section 5.1 of the terms of reference.

Experience will only be counted as of the day the relevant qualification was obtained. In the description of her/his experience, the expert will have to specify her/his role, if she/he was external technical assistant or employee of the institution implementing the project and the number of working days provided. 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. Non-key experts

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

Pool of non-key experts – minimum of 300 working days (100 working days for Senior non-key experts and 200 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.

The “Key Expert’s profile” (Annex IV) should not be submitted for non-key experts. However the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles, such as **trade experts, customs experts, export/import expert, statistical expert, cloud 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 requirements in the terms of reference and as described in the submitted organisation & methodology. It must clearly indicate the category to which the experts’ belong 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, absence of professional conflicting interests, 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, including 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, including the provision for expenditure verification, 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.

The provision for incidental expenditure, including the provision for expenditure verification, will not be taken into account in the comparison of the financial offers.

All incidental expenditure incurred in the course of the contract as required by the Terms of Reference is to be invoiced at actual cost (per-diems are fixed flat rates and are considered actual costs). The reimbursement of actual costs shall include costs related to the payment of an incidental expenditure, such as bank charges.

The following incidental expenditure should be provided for:

- Travel costs
- Other costs
- Expenditure verification.

Travel costs

Missions are foreseen outside the place of performance/the home-based location (see section 5.1). For these missions the incidental expenditure should make provisions for costs linked to travel and subsistence allowances. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered a mission and will not be subject to payment of per diem. Costs for CO2 offsetting of air travel may be included.

Per diem is a maximum fixed flat rate, covering daily subsistence costs for missions provided for in the terms of reference or the budget of the action, and if required approved by the contracting authority. 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 - https://international-partnerships.ec.europa.eu/funding/guidelines/managing-project/diem-rates_en - in force at the time of contract signature.

Other costs

N/A

The provision for the travel costs and other costs in the incidental expenditure is EUR 24,000. This amount must be included unchanged in the budget breakdown.

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

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.

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 3,000. This amount must be included unchanged in the budget breakdown.

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

6.6. Lump sums

No lump sums are foreseen in this contract.

7. REPORTS

7.1. Reporting requirements

Please see Article 26 of the general conditions. Interim reports must be prepared every six months during the period of implementation of the tasks. They must be provided along with the corresponding invoice, the financial report and an expenditure verification report defined in Article 28 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 summarize, 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:

Name of report	Content	Time of submission
Inception report	Review of the current situation and work plan for the project	No later than 2 months after the start of implementation
6-month progress report	Short description of progress (technical and financial) including problems encountered; planned work for the next period accompanied by an invoice and the expenditure verification report.	At the end of 6-month implementation period
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 managers 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 Annexes III - Organization & 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 finalized 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
- SEED+ Project Manager
- Technical Expert - Cross-cutting Issues
- CEFTA Secretariat and Beneficiaries

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

- Inception report
- Progress report
- Final report

in order to assess the results achieved.

* * *