

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	7
2. OBJECTIVE & EXPECTED OUTPUTS	8
2.1. Overall objective.....	8
2.2. Purpose	8
2.3. Results to be achieved by the contractor	8
3. ASSUMPTIONS AND RISKS.....	9
3.1. Assumptions underlying the project	9
3.2. Risks	9
4. SCOPE OF THE WORK.....	10
4.1. General.....	10
4.2. Specific work.....	10
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	16

1. BACKGROUND INFORMATION

1.1. Beneficiary

CEFTA Economies.

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

Since its first implementation phase in 2010, the Systematic Exchange of Electronic Data (SEED) has enhanced management at the BCP/CCPs 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 CEFTA management systems at BCP/CCPs that resulted in complicated and time-consuming procedures for legitimate trade flows.

The SEED system has been supported by IPA funds since 2010 and successfully implemented and maintained until present. It now provides for systematic electronic exchange of pre-arrival information at all BCP/CCPs in CEFTA, data matching and alarm functions for all types of procedures: export / transit / import, simplified procedures, TIR/ATA carnets, as well as, empty trucks.

Under the SEED+ Action Grants, Customs SEED+ supported customs data exchange, including establishing additional data exchange links and upgrading customs SEED modules, but also expansion of green lanes/corridors initiative and improving CEFTA customs risk management. Seamless operation, maintenance and support to the existing SEED infrastructure and services has been ensured in 24/7 regime. The entire SEED infrastructure underwent regular maintenance, successfully resolving all raised issues. Additionally, several functional enhancements were implemented in response to end-users' requests, which supports customs data exchange, risk management, and Green Lanes. To further enhance SEED capabilities, six Concept Notes were developed and fine-tuned with beneficiaries, focusing on:

- Enhancing AEO Benefits for Priority Processing,
- Verification of Certificates of Origin,
- VAT Refunds in Passenger Traffic,
- Cash Flow Management,
- Comprehensive Wait Time Measurement at Crossings, and
- Data Exchange on Truck Weighing.

Upgrade of Customs SEED to SEED+ also entails improvement of functionalities in the area of customs risk management to support data exchange and support the implementation of the CEFTA Risk Management Strategy and Action Plan through implementation of additional effective and efficient pilot actions in the selected areas. Several pilot customs risk management actions were conducted with the support of SEED+, on tobacco, intellectual property rights, empty trucks and, in close cooperation with phytosanitary and market surveillance administrations, on wood packaging material, on under-valuation in the import of toys from China, x-mas lights, etc. These actions contributed to defining: an optimal data set to be exchanged amongst the customs administrations, and procedures to ensure the availability and real time data sharing for better risk management. All these was specified in the draft Decision on the establishment of an electronic system to facilitate joint risk-management for trade in goods, adopted in 2024. The SEED system was enhanced by adding functional modules defined in annexes to the decision, such as:

- Common Risk Profiles,
- Rapid Customs Alert Forms, and the
- Exchange of data from CEFTA Inspection Reports.

Standard Operational Procedures (SOP) for all three functional models were drafted.

The SEED platform was instrumental in the implementation of the Green Corridors initiative amid COVID-19 pandemic. It was used to preserve trade and accelerate the process of clearance of essential goods. This was feasible by sending pre-arrival information on consignments of essential goods in advance to all agencies involved in the clearance of goods (customs, phytosanitary, veterinary and food inspections). This was among the most successful cooperation initiatives in CEFTA. Recently this initiative has been extended to all BCP/CCPs within CEFTA including rail and to all goods. Consequently, now veterinary and phytosanitary services receive pre-arrival notifications on all trucks carrying goods requiring these types of controls. A web site presenting statistics on green corridors utilization and wait time is available to the public at <https://greencorridors.cefta.int/greencorridorsanon/statistic>.

Built on the success achieved in CEFTA, Green Lanes initiative has been expanding to the EU Member States, in accordance with the CEFTA and TCT “Comprehensive Roadmap for Enhancing Green Lanes, Improved Customs Cooperation and Modernisation of Border/Common Crossing Points”. Until Now, Memoranda of Understanding (MoU) on the electronic data exchange were signed with Greece, Italy, Croatia and Hungary. These high-level events for signing of the MoU were organized in the summer of 2022 in Thessaloniki (for Greece and North Macedonia) and in Rome (for Italy and Albania, and Italy and Montenegro) and in December 2022 in Brussels (for Croatia and Bosnia and Herzegovina, and Croatia and Montenegro). It is important to mention that the signed MoU stipulate phase one, CEFTA export facilitation, presuming sending data from CEFTA to the

EU. After this period, a framework for customs cooperation with EU MS should be devised to allow for data exchange from EU MS to CEFTA.

In the market surveillance area, a data-sharing framework is under development for products under investigation for being unsafe and non-compliant, to ensure more efficient information exchange and enforcement actions. Additionally, three local databases are being installed to support local data management and reporting, along with the automation of data updates for the CEFTA central database on unsafe and non-compliant products. By the end of 2024, the CEFTA central database contained records of 600 unsafe and non-compliant products detected across the CEFTA market, marking a significant step toward improving product safety and compliance in CEFTA.

The SEED+ Action also supported the establishment of CEFTA TRACES NT, which is built on EU TRACES NT and in line with the EU acquis and EU MS' practices. It is a multilingual online platform available 24/7 that streamlines the certification process and facilitates the exchange of data, information, and documents between all involved trading partners.

CEFTA TRACES NT ensures the traceability (monitoring movements of consignments), information exchange (enabling traders to easily share information on the movements of their consignments with the competent administrations and between competent administrations, which in turn significantly speeds up the related administrative procedures) and risk management (reacting rapidly to health threats by tracing the movements of consignments and facilitating the process of rejected consignments).

CEFTA TRACES NT currently supports the exchange of phytosanitary certificates (including exchange with IPPC e-phyto hub), bilaterally agreed veterinary health certificates, creation of CHED-like documents (PP, P, A and D), and entry and exit permits for medicines containing controlled substances.

In the phytosanitary area, the economies that do not possess any system for creation of phytosanitary certificate or CHED-PP-like documents, like Albania and Montenegro, are enabled and trained to use directly CEFTA TRACES NT through its user interface and produce phytosanitary certificate, send and receive them electronically, and produce CHED-PP documents. In parallel, interfaces were developed with existing economies' systems for processing of phytosanitary certificates to secure source data for exchange, but also with existing economies' systems for processing of entry documents to provide data and documents.

Also, interconnectivity with IPPC e-Phyto hub for exchange of e-Phyto certificates with third parties, has been established. The e-Phyto hub is a centralized system to facilitate exchange of electronic phytosanitary certificates between NPPOs with a set of prescribed rules of connection and defined structure/codes/terms for the XML message. Albania, Bosnia and Herzegovina and North Macedonia are participating in this pilot.

In the veterinary area, everyone uses CEFTA TRACES NT directly for the creation of veterinary health certificates and interfaces are to be developed with existing systems for the processing of entry documents to provide data and documents.

The plan is to implement the full exchange of e-certificates and enable paperless trade within CEFTA and between CEFTA and the EU, supported by an enabling regulatory framework that should be devised based on identified needs.

Additionally, a notification system supporting rapid exchange of information on non-compliant consignments for livestock and goods (food safety, veterinary and phytosanitary policy similar to the EU's IMSOC and its components) was implemented. This module facilitates the risk management of rejected consignments and contributing to the protection of CEFTA consumers. The set of data presented to the public is reduced compared to the dataset shared between professionals and administrations. The notification system aims at contributing to the efficiency of controls, risk management, and compliance with regulatory frameworks related to veterinary and phytosanitary products. The key objectives are:

- To establish a robust and efficient system for registration of non-compliances and their prompt dissemination within CEFTA to enhance the safety and security of food and feed supply chains;
- To facilitate a rapid response to intercepted consignments;
- To maintain all the registered non-compliances for the purposes of statistics, analyses and reports; and
- To foster effective collaboration among stakeholders to safeguard public health and ensure compliance with regulatory standards.

Within this framework, existing CEFTA IT systems and services—including Customs SEED, CEFTA TRACES NT, and other central CEFTA databases and platforms—will require external regulatory expertise to support the preparation of various regulatory and operational documents. These include guidelines, instructions, licence agreements, terms of use, definitions of responsibilities and liabilities, memoranda, decisions, and other relevant regulatory texts aimed at facilitating the digital transformation of CEFTA agreements and protocols. This work will contribute to further simplifying inspection procedures, reducing administrative formalities, supporting paperless trade and ultimately facilitating trade both within CEFTA and between CEFTA and the European Union. It will also reinforce the progressive harmonisation of trade-related regulations and practices among CEFTA Parties and with the EU.

1.5. Related programmes and other donor activities

CEFTA SEED+ and TRACES support, maintenance and upgrade

Within the context of SEED+ Action (2024-2026), *CEFTA SEED+ and TRACES support, maintenance and upgrade (2024-2026)* focused on enhancing trade facilitation and CEFTA economic integration by enabling regular and systematic data exchange among all CEFTA administrations and other stakeholders as stipulated by the CEFTA Additional Protocol 5 and its Technical Annexes in the area of customs, phytosanitary, food safety, veterinary and pharmaceutical products, and between CEFTA and the EU, promoting paperless trade and improving security and safety in trade without hampering trade flows. The purpose of this contract is to maintain and expand CEFTA Systems for Electronic Exchange of Data and Documents (hereinafter: CEFTA SEED) within CEFTA and between CEFTA and the EU, and provide technical assistance, support and maintenance throughout project implementation period. The major outputs were Customs SEED, CEFTA TRACES NT and CEFTA Notification system.

Development of CEFTA Central Databases

Within the context of SEED+ Action (2024-2026) the project seeks 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). 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 still to be developed.

The World Bank Group's "Trade Facilitation Support Program (TFSP)"

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 includes:

- Collection of trade related fees and charges
- Support of joint crossings 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 crossings 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 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 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 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.

"RegioTrade – Advancing Regional Economic Integration in the Western Balkans through Trade" project implemented by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. The RegioTrade projects builds on the achievements of the predecessor project 'Open Regional Fund for South East Europe - Foreign Trade' and aims to strengthen economic integration in the Western Balkans in line with the requirements of the EU Single Market during the implementation period 2025-2027.

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 & EXPECTED OUTPUTS

2.1. Overall objective

The overall objective of the project of which this contract will be a part is to enhance trade facilitation and CEFTA economic integration by enabling regular and systematic data exchange among all CEFTA administrations and other stakeholders as stipulated by the CEFTA Additional Protocols and Technical Annexes in the area of customs, phytosanitary, food safety, veterinary and pharmaceutical products, internal market information, in CEFTA and between CEFTA and the EU, promoting paperless trade and improving security and safety in trade without hampering trade flows.

2.2. Specific objective(s)

The specific objective of this contract is to provide regulatory and technical assistance in establishing an enabling regulatory framework to support the enhanced digital transformation of CEFTA agreements and protocols. This will include—but is not limited to—the drafting of guidelines, instructions, operational procedures, licence agreements, terms of use, definitions of responsibilities and liabilities, memoranda, decisions, and other relevant regulatory texts, but also providing a brief impact assessment to quantify the benefits and cost savings of SEED initiatives. All deliverables shall aim to align with EU standards and contribute to the progressive harmonisation of trade-related regulations and practices in CEFTA and between CEFTA and the EU.

2.3. Expected outputs to be achieved by the Contractor

Based on the request of the CEFTA Secretariat, the Contractor will provide regulatory services resulting in:

- **Drafting of sound regulatory texts** in the form of appropriate CEFTA instruments (e.g. decisions, recommendations, protocols, annexes), including but not limited to: – guidelines, instructions, operational procedures, memoranda, and other regulatory documents required to facilitate the digital transformation of CEFTA agreements and protocols.
- **Development of regulatory instruments** such as licence agreements, terms of use, and definitions of responsibilities and liabilities, data protection and privacy (including in the context of Software as a Service), to support the provision and use of CEFTA IT systems and services maintained by the SEED+ project for relevant CEFTA administrations.
- **Provision of regulatory advisory services**, including regulatory and technical expertise in specialized areas such as customs, veterinary health certificates, phytosanitary certificates for export and re-export, CHED-like documents, EUROPHYT and RASFF-like systems for notifications, market surveillance (including knowledge of EU product safety regulation and enforcement), e-signatures (including alignment with the eIDAS and EUD regulations), AEO and BTI database, and other relevant domains and their alignment with related EU regulations. This includes regulatory interpretations, analyses, best practice recommendations, proposed wordings, and alignment advice with EU standards.
- **Assessment of the impact of introduced digital tools**, such as SEED+, Green Lanes, TRACES NT, and e-certificates. This could involve estimating administrative and operational savings (e.g. time, cost, error reduction, paper use) and identifying benefits for public administrations, traders, and operators. The findings will help demonstrate the value of digitalisation efforts and inform future investment, scale-up, or policy alignment activities.
- **Delivery of expert input and representation**, including preparation of technical presentations, participation in official CEFTA discussions and meetings, and responses to ad hoc or urgent queries from the Secretariat or CEFTA structures.
- **Any other related deliverables** requested and agreed by the CEFTA Secretariat that support the overall objective (2.1).

3. ASSUMPTIONS AND RISKS

3.1. Assumptions underlying the project

- Activities under CEFTA are performed without major delays and stalemates,
- CEFTA Secretariat has enough capacities to generate and absorb requests to the external service supplier

3.2. Risks

- The main risk is related to big disturbances in functioning of CEFTA institutional framework which would result in activities being blocked or significantly delayed, which would result in no need for rendering service. Risk probability: very low
- Insufficient institutional and administrative capacity to effectively participate in the development and implementation of the CEFTA regulatory acts may jeopardise the ongoing processes in CEFTA. Additionally, changes in administration due to political or other circumstances may slow down the work. Risk probability: medium.

4. SCOPE OF THE WORK

4.1. General

4.1.1. Project description

Implementation of SEED+ requires taking decisions of regulatory nature, that already now comprise complex CEFTA regulatory framework. This regulatory framework is embedded in the CEFTA 2006 Agreement, its annexes and protocols, as well as decisions and recommendations of its decision-making body, the Joint Committee. The effectiveness of this cooperation relies on the choice of the proper format, good review and clarity of regulatory commitments undertaken in the given regulatory instruments. To this end, the service provider will provide regulatory assistance at the disposal of the CEFTA Secretariat for shaping the regulatory texts to be generated by the CEFTA bodies, carrying out the regulatory scrubbing, maintaining coherence and efficiency of the existing CEFTA regulatory framework and for consultation on the implementation of the already existing provisions of CEFTA 2006 and other relevant international regulation.

4.1.2. Geographical area to be covered

Brussels and CEFTA.

4.1.3. Target groups

Target groups are CEFTA Secretariat, CEFTA Structures and Beneficiary Administrations and relevant economic operators, in particular the Customs Administrations and other inspections and/or control administrations in CEFTA Economies (Phytosanitary/ Agricultural/ Veterinary/ Food/ Health/ Medicines/ Market Surveillance Administrations).

4.2. Specific work

In order to achieve the contract objective and deliver the expected results, the experts shall provide the following services:

- Review and development of CEFTA regulatory texts in any form and at any stage of their lifecycle (drafting, negotiation, adoption), including but not limited to Joint Committee decisions, recommendations, additional protocols, annexes, guidelines, operational instructions, memoranda, and other related instruments. This includes the drafting of sound regulatory texts in the form of appropriate CEFTA instruments (e.g., decisions, recommendations, protocols, annexes) to support the digital transformation of CEFTA agreements and protocols.
- Development of regulatory instruments such as licence agreements, terms of use, and definitions of responsibilities and liabilities, data protection and privacy—including in the context of Software as a Service (SaaS)—to support the provision and use of CEFTA IT systems and services maintained by the SEED+ project for the benefit of CEFTA administrations.
- Regulatory advisory services, including:
 - Consultations on the interpretation of the CEFTA 2006 Agreement and other instruments within its regulatory framework.
 - Expert advice on international trade regulation, EU and other regulatory frameworks that inform CEFTA decision-making and policy development.
 - Regulatory and technical expertise in specific areas such as customs, veterinary and phytosanitary certification (including CHED-like documents for export and re-export), e-signatures (including alignment with eIDAS and EUD regulations), RASFF- and EUROPHYT-like notification systems, market surveillance (including

EU product safety regulations), AEO and BTI databases, and the alignment of CEFTA regulatory frameworks with relevant EU regulations. This includes the preparation of interpretations, regulatory analyses, draft wordings, and best practice recommendations.

- Assessment of the impact of introduced/planned digital tools, such as SEED+, Green Lanes, TRACES NT, e-certificates, etc., such as:
 - Mapping and analysing the current use and coverage of these tools across CEFTA;
 - Identifying and quantifying measurable benefits, including reductions in processing times, paperwork, administrative burden, transaction costs, and error rates;
 - Consulting relevant stakeholders (e.g. customs, SPS agencies, and economic operators) to gather qualitative and quantitative feedback on improvements in efficiency, transparency, and predictability;
 - Estimating in-kind contributions made by CEFTA administrations in support of SEED and related activities (e.g. staffing, infrastructure, operational costs), and calculating their indicative monetary value;
 - Comparing pre- and post-implementation scenarios, where data is available, to highlight performance gains;
 - Estimating overall time and cost savings for public administrations and businesses;
 - Compiling a concise report summarizing key findings, including data-driven estimates of cost and time savings, in-kind contributions, and recommendations for future investment or regulatory alignment.

The results of this assessment will serve to demonstrate the tangible value of digitalisation and guide the prioritisation of future SEED initiatives.

- Provision of expert input and representation, including:
 - Preparation and delivery of expert presentations,
 - Participation in formal CEFTA discussions, meetings, or workshops,
 - Timely responses to ad hoc or urgent requests from the CEFTA Secretariat or CEFTA structures.
- Other related deliverables, as requested and agreed by the CEFTA Secretariat, which support the achievement of the contract's overall objective (2.1), especially in advancing digital regulatory integration and EU alignment.

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 of the management of the project. The Director of the CEFTA Secretariat will oversee the implementation of the contract.

The CEFTA Secretariat and the CEFTA Structures will ensure the smooth implementation of the project.

All relevant CEFTA Structures and Beneficiary Administrations affected by SEED+ activities must be involved, especially the Customs Administrations and other inspections and administrations in CEFTA (Customs/ Phytosanitary/ Agricultural/ Veterinary/ Food/ Medicines/ Health/ Market Surveillance), offices for statistics, etc. CEFTA Secretariat shall coordinate the acceptance of all project outputs with the CEFTA Structures and relevant working groups (several working groups:

for customs issues, phytosanitary issues, veterinary issues, pharmaceutical issues, market surveillance, statistics, trust services, etc.).

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 in CEFTA and CEFTA Secretariat.

5.2. Start date & period of implementation of tasks

The intended start date is Q3/2025 and the period of implementation of the contract will be until December 31, 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 partners or of international organisations based in the Beneficiary, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

6.1.1. Key experts

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

Key Expert 1: Team Leader/Regulatory Expert (minimum 60 working days)

Qualifications and skills

- University degree in law, post graduate is an advantage;
- Knowledge and practical experience of work with international trade issues, in particular Free Trade Agreements;
- Proficiency in English,
- Languages spoken in the CEFTA are an advantage;
- Strong interpersonal and multicultural relationship skills;
- Ability to manage priorities, work under pressure and meet tight deadlines.

Specific professional experience

- At least 10 years' experience in trade-related areas;
- Knowledge of implementation of international trade regulation (WTO) and EU trade regulation, standards and practices;
- Proven record of previous regulatory work in CEFTA is an advantage.

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 120 working days (60 working days for Senior non-key experts and 60 days for Junior non-key Experts) - It will have to be divided by results and between Senior and Junior experts, according to the Organization and Methodology submitted by the Contractor. The distribution of number of working days between the different categories of experts should be clearly laid out on the proposed budget and reflected on the proposed fee rates.

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

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

CVs for non-key experts should not be submitted in the tender but the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles and experience required to implement the contract. These may include, but are not limited to, experts in the following areas:

- Software licensing and contractual arrangements (including Software as a Service – SaaS models);
- Data protection, privacy, and information security (including GDPR compliance);
- EU notification systems (e.g. RASFF and EUROPHYT);
- EU product safety and market surveillance regulations;
- Exchange of electronic phytosanitary and veterinary certificates, including CHED-like models and TRACES NT use;
- Trust services under EU eIDAS and related regulations;
- Customs law, AEO/BTI schemes, and international trade facilitation;
- Drafting of regulatory instruments in line with EU and international frameworks;
- Regulatory and economic impact assessments for digital public services; or
- Any other field of expertise that the Contractor may consider important for the success and sustainability of the project.

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

The selection procedures used by the contractor to select these other experts must be transparent, and must be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel must be recorded. The selected experts must be subject to approval by the contracting authority before the start of their implementation of tasks.

6.1.3. Support staff & backstopping

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

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

6.2. Office accommodation

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the contractor. The costs of the office accommodation are to be covered by the fee rates.

6.3. Facilities to be provided by the Contractor

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

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

6.4. Equipment

No equipment is to be purchased on behalf of the CEFTA Secretariat as part of this service contract or transferred to the CEFTA Secretariat at the end of this contract. Any equipment related to this contract which is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

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://internationalpartnerships.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 (if any) in the incidental expenditure is EUR 20,000. 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 two weeks of receiving comments on the draft final report from the project managers identified in the contract.

7.2. Submission & 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.

* * *