

# ANNEX A. INSTRUCTIONS TO TENDERERS

REFERENCE: RESPA/EC/SER/007-19

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

These instructions set out the rules for submitting, selecting and implementing contracts financed under this call for tenders, in conformity with the Practical Guide, (available on the internet at this address: <http://ec.europa.eu/europeaid/prag/document.do>).

## 1. Services to be provided

The services required by the Contracting Authority are described in the Terms of Reference. They are set out in Annex II to the draft contract, which forms Part B of this tender dossier.

## 2. Timetable

	DATE	TIME*
<b>Deadline for requesting clarification from the Contracting Authority</b>	2 March 2020	COB
<b>Last date for the Contracting Authority to issue clarification</b>	23 March 2020	COB
<b>Deadline for submitting tenders</b>	4 May 2020	10:00 am
<b>Completion date for evaluating technical offers</b>	May/June 2020	
<b>Notification of award</b>	June/July 2020	
<b>Contract signature</b>	June/July 2020	
<b>Start date</b>	August 2020	

\* All times are in the time zone of the country of the Contracting Authority

## 3. Participation and experts

- a) Please see point 10 of the contract notice.
- b) Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1.(exclusion criteria) or 2.6.10.1.1. (rejection from a procedure) of the **practical guide**. Should they do so, their tender will be considered unsuitable or irregular respectively.
- c) In the cases listed in Section 2.6.10.1.1. of the **practical guide** tenderers may be excluded from EU financed procedures and be subject to financial penalties up to 10% of the total value of the contract in accordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force.

d) Subcontracting is not allowed.

#### **4. Content of tenders**

Offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are accompanied by a translation into the language of the procedure. For the purposes of interpreting the tender, the language of the procedure has precedence.

The tender must comprise of a Technical offer and a financial offer, which must be submitted in separate envelopes (see clause 8). Each Technical offer and financial offer must contain one original, clearly marked '**Original**', and two copies, each marked '**Copy**'. Failure to fulfil the requirements in clauses 4.1, 4.2 and 8 will constitute a formal error and may result in rejection of the tender.

##### **4.1. Technical offer**

The Technical offer must include the following documents:

- (1) **Tender submission form** including:
  - a) Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purpose of which are as follows:
    - ❑ The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. They must therefore commit themselves exclusively to the tenderer.
    - ❑ Each key expert must also undertake to be available, able and willing to work for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the Organisation and methodology.

Any expert working on an EU/EDF-financed project, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

The expert may participate in parallel tender procedures but must inform the Contracting Authority of these in the Statement of Exclusivity and Availability. Furthermore, the expert is expected to notify the tenderer immediately if he/she is successful in another tender procedure and he/she is expected to accept the first engagement offered to him/her chronologically.

If a key expert is proposed as a key expert by more than one tenderer with the agreement of the key expert, the corresponding tenders may be rejected. The same applies if the key expert proposed has been involved in

the preparation of the project. The expert concerned will be excluded from this tender procedure and may also be excluded from other EU/EDF-financed contracts.

Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the Contracting Authority expects the contract to be executed by these specific experts. However, after the award letter, the selected tenderer may propose replacements for the key experts under certain conditions (for further information see point 14).

- b) A signed **declaration** together with a signed "Declaration of honour on exclusion criteria and selection criteria" from each legal entity identified in the tender submission form, using the format attached to the tender submission form.
  - c) A completed **financial identification form** (see Annex VI to the draft contract) to indicate the bank account into which payments should be made if the tender is successful.
  - d) The **legal entity file** and supporting documents.
  - e) Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- (2) **Organisation and methodology** (will become Annex III to the contract), to be drawn up by the tenderer using the format in Annex III to the draft contract.
- (3) **Key experts** (to become Annex IV to the contract). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives.

Annex IV to the draft contract contains the templates that tenderers must use, including:

- a list of the names of the key experts;
- the CVs of each of the key experts. Each CV should be no longer than 3 pages and only one CV must be provided for each position identified in the terms of reference..

The qualifications and experience of each key expert must clearly match the profiles indicated in the terms of reference. If an expert does not meet the minimum requirements for each evaluation criterion (i.e. qualification and skills, general professional experience and specific professional experience), he/she must be rejected. In such case the entire tender shall be rejected.

Tenderers must provide the following documents for any key experts proposed:

- a copy of the diplomas mentioned in their CVs,
- a copy of employer certificates or references proving the professional experience indicated in their CVs.

Only diplomas and documented experience will be taken into account. Previous experience which would have led to breach of contract and termination shall not be used as reference.

- (4) Non key experts may also be instrumental to achieve the contract objectives. However, they are not subject to evaluation by the evaluation committee. Their positions and responsibilities may be defined in Section 6.1.2 of the terms of reference in Annex II to the draft contract.
- (5) Documentary proof or statements required under the law of the country in which the company (or each of the companies for consortia) is effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1 of the practical guide. This evidence, documents or statements must be dated, no more than one year before the date of submission of the tender. In addition, a statement must be furnished stating that the situations described in these documents have not changed since then.

If the nature of your entity is such that it cannot fall into the exclusion situations and/or cannot provide the documents indicated above (for instance, national public administrations and international organisations), please provide a declaration explaining this situation.

The contracting authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above based on a risk assessment, or if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

- (6) Documentary evidence of the financial and economic capacity and/or of the technical and professional capacity according to the selection criteria specified in point 16 of the contract notice. (See further Section 2.6.11 of the practical guide).

If the documentary evidence submitted is not written in one of the official languages of the European Union, a translation into the language of the procedure must be attached. Where the documents are in an official language of the European Union other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the procedure, in order to facilitate the evaluation of the documents. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the contracting authority upon request.

Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender and to their exclusion from EU-funded procedures and contracts.

#### **4.2. Financial offer**

The Financial offer must be presented as an amount in Euro and must be submitted using the template the global-price version of Annex V to part B of this tender dossier.

Tenderers are reminded that the maximum budget available for this contract, as stated in the contract notice, is up to € 300,000 EUR. Payments under this contract will be made in the currency of the tender.

## 5. Variant solutions

Tenderers are not authorised to tender for a variant in addition to this tender.

## 6. Period during which tenders are binding

Tenderers are bound by their tenders for 90 days after the deadline for submitting tenders or until they have been notified of non-award. The selected tenderer must maintain its tender for a further 60 days. A further period of 60 days is added to the validity period irrespective of the date of notification. This period can be further extended when the contracting authority is required to obtain the recommendation of the panel referred to in section 2.6.10.11 of the Practical Guide, up to the adoption of that recommendation.

## 7. Additional information before the deadline for submitting tenders

The tender dossier should be clear enough to avoid candidates having to request additional information during the procedure. If the Contracting Authority, either on its own initiative or in response to a request from a tenderer, provides additional information on the tender dossier, it must send such information in writing to all the tenderers at the same time.

Tenderers may submit questions in writing to the following address until 2 March 2020, specifying the publication reference and the contract title:

ReSPA – Regional School of Public Administration  
Branelovica bb, Danilovgrad, Montenegro  
procurement@respaweb.eu

The Contracting Authority has no obligation to provide clarification after this date.

Any tenderer seeking to arrange individual meetings with the Contracting Authority and/or the government of the partner country and/or the European Commission concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting or site visit is foreseen.

## 8. Submission of tenders

Tenders must be delivered to the Contracting Authority for **receipt** before 4 May 2020 by 10:00 am. They must include the requested documents in clause 4 above and be sent:

- **EITHER** by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip<sup>1</sup>, to:

**Regional School of Public Administration – ReSPA**  
PO BOX 31, 81410 Danilovgrad, Montenegro  
**For the attention of:**

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<sup>1</sup> It is recommended to use registered mail in case the postmark would not be readable.

**Natasa Kuc**

RESPA opening hours are from 8am until 4 pm.

- **OR** hand delivered by the participant in person or by an agent directly to the premises of the contracting authority in return for a signed and dated receipt, in which case the evidence shall be constituted by this acknowledgement of receipt, to:

**Regional School of Public Administration – ReSPA**

PO BOX 31, 81410 Danilovgrad, Montenegro

**For the attention of:**

**Natasa Kuc**

RESPA opening hours are from 8am until 4 pm.

In this case, the acknowledgment of receipt makes proof of compliance with the time-limit for receipt.

**Tenders submitted by any other means will not be considered.**

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

Tenders must be submitted using the double envelope system, i.e., in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words '**Envelope A — Technical offer**' and the other '**Envelope B — Financial offer**'. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e., including the Tender submission form, statements of exclusivity and availability of the key experts and declarations).

**Any infringement of these rules (e.g., unsealed envelopes or references to price in the technical offer) will lead to rejection of the tender.**

The outer envelope should provide the following information:

- a) the address for submitting tenders indicated above;
- b) the reference code of the tender procedure (ReSPA/EC/SER/007-19);
- c) the words 'Not to be opened before the tender-opening session'
- d) the name of the tenderer.

The pages of the Technical and Financial offers must be numbered.

**9. Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with Clause 8. The outer envelope (and the relevant inner envelope) must be marked 'Amendment' or 'Withdrawal' as appropriate.

## **10. Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

## **11. Ownership of tenders**

The Contracting Authority retains ownership of all tenders received under this tendering procedure. Consequently, tenderers do not have the right to have their tenders returned to them.

## **12. Evaluation of tenders**

### **12.1. Evaluation of technical offers**

The quality of each technical offer will be evaluated in accordance with the award criteria and the weighting detailed in the evaluation grid in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements indicated in the Terms of Reference.

The evaluation of the technical offers will follow the procedures set out in Section 3.3.10 of the Practical Guide (available on the internet at <http://ec.europa.eu/europeaid/prag/document.do>).

#### **12.1.1. Interviews**

No interviews are foreseen.

### **12.2. Evaluation of financial offers**

Upon completion of the technical evaluation, the envelopes containing the financial offers for tenders that were not eliminated during the technical evaluation will be opened (i.e. those with an average score of 75 points or more). Tenders exceeding the maximum budget available for the contract are unacceptable and will be eliminated.

### **12.3. Choice of selected tenderer**

The Contract will be awarded to the most advantageous bidder. The best quality/price ratio is established by weighing technical quality against price on an 80/20 basis.

### **12.4. Confidentiality**

The entire evaluation procedure is confidential, subject to the Contracting Authority's legislation on access to documents. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

### 13. Ethics clauses / Corruptive practices

#### a. Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

#### Respect for human rights as well as environmental legislation and core labour standards

- b. The tenderer and its staff must comply with human rights. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

<b>Zero tolerance for sexual exploitation and sexual abuse:</b>
The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.
Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

#### c. Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

#### d. Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the



main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

**e. Breach of obligations, irregularities or fraud**

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

**14. Signature of contract(s)**

**14.1. Notification of award**

The successful tenderer will be informed in writing that its tender has been accepted.

The successful tenderer shall then confirm availability or unavailability of their key-experts within 5 days from the date of the notification of award.

In case of unavailability the tenderer will be allowed to propose replacement key-expert(s). The successful tenderer shall give due justification for the exchange of key-expert but the acceptance will not be limited to specific cases. Several replacement key-experts may be proposed but only one time-period of 15 days from the date of the notification of award will be offered. The replacement key-expert(s) cannot be an expert proposed by another tenderer in the same call for tender.

The replacement key-expert's total score must be at least as high as the scores of the key-expert proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the replacement expert.

If replacement key-experts are not proposed within the 15 days delay or if the replacement experts are not sufficiently qualified, or that the proposal of the replacement key-expert amends the award conditions which took place, the Contracting Authority may decide to award the contract to the second best technically compliant tenderer (also giving them a chance to replace a key-expert should he/she not be available).

Should the contracting authority learn that a tenderer has confirmed the availability of a key expert and signed the contract although the tenderer has deliberately concealed the fact that the key-expert is unavailable from the date specified in the tender dossier for the start of the assignment, the contracting authority may decide to terminate the contract on the basis of article 36.2 (m) of the general conditions.

It is reminded that the tenderer/contractor may also be subject to administrative and financial penalties foreseen in article 10.2 of the general conditions of service contracts. Furthermore, it may lead to a tenderer's /contractor's exclusion from other contracts funded by the European Union.

## **14.2. Signature of the contract(s)**

Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not accepted, by means of a standard letter, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender. The second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second best tenderer will be kept. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the 90 days of validity of their tender has expired.

The Contracting Authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

## **15. Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, the Contracting Authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur, for example, where:

- the tender procedure has been unsuccessful, i.e., no suitable, qualitatively or financially acceptable tender has been received or there is no valid response at all;
- there are fundamental changes to the economic or technical data of the project;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been substantial errors, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

## **16. Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.12. of the Practical guide.

## SERVICE CONTRACT NOTICE

# INVITATION TO TENDER FOR THE SOFTWARE DEVELOPMENT OF THE NEW BUSINESS INFORMATION SYSTEM (BIS) IN RESPA

Danilovgrad, Montenegro

### 1. Reference

ReSPA/EC/SER/07-19

### 2. Procedure

Simplified procedure

### 3. Programme title

Support to the Regional School of Public Administration (ReSPA) in its efforts to contribute to the Public Administration Reform under the EU integration process in the Western Balkans.

### 4. Financing

Financing will be provided from the Grant Contract – External Actions of the European Union – CN 2019/405-139 – Budget Heading 35 Business Information System

### 5. Contracting Authority

Regional School of Public Administration

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## CONTRACT SPECIFICATION

### 6. Nature of contract

Global price

### 7. Contract description

The new Business Information System should cover the following entities: *Enterprise resource planning (ERP)*, *Business Intelligence (BI)*, *Budget and planning (BP)*, *Customer Relationship Management (CRM)*, *Document management system (DMS)*, and *Procurement management system (PMS)*. All these entities have to be interconnected, share data and be part of a large entity called the ReSPA Business Information System.

### 8. Number and titles of lots

One lot only.

### 9. Maximum budget

Up to 300,000 EUR.

## CONDITIONS OF PARTICIPATION

### 10. Eligibility

Participation is open to all natural persons who are nationals of and legal persons [participating either individually or in a grouping (consortium) of tenderers] which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) N°236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the applicable Instrument under which the contract is financed (see also heading 22 below). Participation is also open to international organisations.

### 11. Number of tenders

No more than one tender can be submitted by a natural or legal person whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). In the event that a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.

### 12. Grounds for exclusion

As part of the tender, tenderers must submit a signed declaration, included in the tender form, to the effect that they are not in any of the exclusion situations listed in Section 2.6.10.1. of the Practical Guide.

Tenderer included in the lists of EU restrictive measures (see Section 2.4. of the PRAG) at the moment of the award decision cannot be awarded the contract.

### 13. Sub-contracting

Subcontracting is not allowed.

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## PROVISIONAL TIMETABLE

### 14. Provisional commencement date of the contract

July/August 2020

### 15. Implementation period of the tasks

Year	No	Description	Date From	Date to
1	1	Enterprise resource planning (ERP)	June 1 <sup>st</sup> , 2020	May 31 <sup>st</sup> , 2021
	2	Document Management System (DMS)	June 1 <sup>st</sup> , 2020	May 31 <sup>st</sup> , 2021
	3	Customer Relationship Management (CRM)	June 1 <sup>st</sup> , 2020	May 31 <sup>st</sup> , 2021

Year	No	Description	Date From	Date to
2	4	Budget and planning ( <b>BP</b> )	June 15 <sup>th</sup> , 2021	March 31 <sup>st</sup> , 2022
	5	Procurement Management System ( <b>PMS</b> )	July 1 <sup>st</sup> , 2021	March 31 <sup>st</sup> , 2022
	6	Business Intelligence ( <b>BI</b> )	September 15 <sup>th</sup> , 2021	March 31 <sup>st</sup> , 2022

## SELECTION AND AWARD CRITERIA

### 16. Selection criteria

The following selection criteria will be applied to the tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole, if not specified otherwise. The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors.

**1) Economic and financial capacity of the tenderer** (based on item 3 of the tender form). In case of tenderer being a public body, equivalent information should be provided. The reference period which will be taken into account will be the last three years for which accounts have been closed.

#### Financial criteria for legal body:

- the average annual turnover of the tenderer must exceed the annualised maximum budget of the contract i.e., the maximum budget stated in the contract notice divided by the initial contract duration in years, where this exceeds 1 year (minimum annual turnover requested may not exceed 2 times the estimated annual contract value, except in duly justified cases motivated in the tender dossier); and
- Current ratio (current assets/current liabilities) in the last year for which accounts have been closed must be at least 1. In case of a consortium this criterion must be fulfilled by each member.

**2) Professional capacity of the tenderer** (based on items 4 of the tender form).

The reference period which will be taken into account will be the last three years from submission deadline.

#### Professional criteria for legal persons:

- at least 3 staff currently work for the tenderer in fields related to this contract

**3) Technical capacity of candidate** (based on items 5 and 6 of the tender form). The reference period which will be taken into account will be the last three years from submission deadline.

#### Technical criterion for legal persons:

- the tenderer has provided services under at least one contract with a budget of at

least that of this contract which were implemented at any moment during the following period: 2016-2018.

Previous experience which would have led to breach of contract and termination by a contracting authority shall not be used as reference. This is also applicable concerning the previous experience of experts required under a fee-based service contract.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility - notably that of nationality - and must fulfil the same relevant selection criteria as the economic operator. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

#### **17. Award criteria**

The Contract will be awarded to the most advantageous bidder. The best quality/price ratio is established by weighing technical quality against price on an 80/20 basis.

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## **TENDERING**

#### **18. Deadline for receipt of tenders**

The deadline for receipt of tenders is specified in point 8 of the Instruction to Tenderers.

#### **19. Tender format and details to be provided**

Tenders must be submitted using the standard tender form for simplified procedures, the format and instructions of which must be strictly observed. The tender form is available from the following internet address: <http://ec.europa.eu/europeaid/prag/annexes.do?group=B>, under the zip file called Simplified Tender dossier.

The tender must be accompanied by a declaration of honour on exclusion and selection criteria using the template available from the following Internet address:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>

Any additional documentation (brochure, letter, etc.) sent with a tender will not be taken into consideration.

#### **20. How tenders may be submitted**

Tenders must be submitted in English exclusively to the Contracting Authority, using the means specified in point 8 of the Instructions to Tenderers.

Tenders submitted by any other means will not be considered.

By submitting a tender tenderers accept to receive notification of the outcome of the

procedure by electronic means.

## **21. Alteration or withdrawal of tenders**

Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders. No tender may be altered after this deadline.

Any such notification of alteration or withdrawal shall be prepared and submitted in accordance with point 8 of the Instructions to Tenderers. The outer envelope (and the relevant inner envelope if used) must be marked 'Alteration' or 'Withdrawal' as appropriate.

## **22. Operational language**

All written communications for this tender procedure and contract must be in English.

## **23. Legal basis**

Regulation (EU) N°236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.





## DRAFT CONTRACT

### SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

N° FN/RES/EC/xxx-19

Regional School of Public Administration  
Branelovica bb, 81400 Danilovgrad  
("the Contracting Authority"),

of the one part,

and

Full official name of the Contractor  
VAT number:  
Full official address:  
Official registration number:<sup>1</sup> ("the Contractor")

of the other part,

have agreed as follows:

#### **CONTRACT TITLE: IMPLEMENTATION OF BUSINESS INFORMATION SYSTEM (BIS) IN RESPA**

**Identification number RESPA/EC/SER/007-19**

#### **(1) Subject**

- 1.1 The subject of this contract is implementation of business information system (BIS) in ReSPA with identification number <RESPA/EC/SER/007-19 ('the services').
- 1.2 The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annexe II)

#### **(2) Contract value**

This Contract, established in euro, is a global price contract. The contract value is **XXX EUR**.

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<sup>1</sup> Except where the contracting party is not VAT registered.

**(3) Order of precedence of contract documents**

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Terms of Reference (Annex II)
- the Organisation and methodology (Annex III);
- Key experts (Annex IV)
- Budget (Annex V)
- Other relevant forms and documents (Annex VI)

**These above listed documents make up the contract. They shall be deemed to be mutually explanatory. In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.**

**(4) Language of the contract**

The language of the contract and of all written communications between the Contractor and the Contracting Authority and/or the Project Manager shall be English.

**(5) Other specific conditions applying to the Contract**

Done in English in two originals: one original for the Contracting Authority and one original for the Contractor.

**For the Contractor**

Name:

Title:

Signature:

Date:

**For the Contracting Authority**

Name: Ms. Ratka Sekulović

Title: Director

Signature:

Date:

## SPECIAL CONDITIONS

These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

### Article 2 Communications

2.1 Contact person of the Contracting Authority:  
Mr. Vlatko Naumovski, Operations and Finance Manager - Coordinator  
Address: ReSPA, Branelovica bb, 81400 Danilovgrad  
E mail addresses: [v.naumovski@respaweb.eu](mailto:v.naumovski@respaweb.eu)

Contact person of the Contractor:  
XXX  
Address: XXX  
E mail address: xxx

### Article 4 Subcontracting

4.9 Subcontracting is not allowed

### Article 19 Implementation of the tasks and delays

Year	No	Description	Date From	Date to
1	1	Enterprise resource planning (ERP)	June 1 <sup>st</sup> , 2020	May 31 <sup>st</sup> , 2021
	2	Document Management System (DMS)	June 1 <sup>st</sup> , 2020	May 31 <sup>st</sup> , 2021
	3	Customer Relationship Management (CRM)	June 1 <sup>st</sup> , 2020	May 31 <sup>st</sup> , 2021
2	4	Budget and planning (BP)	June 15 <sup>th</sup> , 2021	March 31 <sup>st</sup> , 2022
	5	Procurement Management System (PMS)	July 1 <sup>st</sup> , 2021	March 31 <sup>st</sup> , 2022
	6	Business Intelligence (BI)	September 15 <sup>th</sup> , 2021	March 31 <sup>st</sup> , 2022

### Article 29 Payment and interest on late payment

29.1 Payments will be made in euro in accordance with Articles 20.6 and 29.4 of the General Conditions into the bank account notified by the Contractor to the Contracting Authority.

**Article 30 Financial Guarantee**

30.1 By derogation from article 30 of the General Conditions no pre-financing guarantee is required.

**Article 40 Settlement of disputes**

Any dispute arising out of the interpretation or implementation of this Contract which cannot be settled by mutual agreement, shall be referred for decision to an arbitrator chosen by agreement between ReSPA and the Contractor or failing such agreement on the choice of the arbitrator within three months of the request for arbitration, to an arbitrator appointed by the ReSPA Governing Board at the request of either Party. The decision of the arbitrator shall be final and no subject to appeal. The arbitration shall be conducted in English and shall take place in Danilovgrad, Montenegro.

ANNEX I:  
GENERAL CONDITIONS FOR SERVICE CONTRACTS FOR  
EXTERNAL ACTIONS FINANCED BY THE EUROPEAN UNION OR BY THE  
EUROPEAN DEVELOPMENT FUND

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# **PRELIMINARY PROVISIONS**

## **ARTICLE 1. DEFINITIONS**

- 1.1. The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. The word “country” shall be deemed to include State or Territory.
- 1.4. Words designating persons or parties shall include firms, companies, and any organisation having legal capacity.
- 1.5. The definitions of the terms used throughout these general conditions are laid down in the “Glossary of terms”, Annex A1a to the practical guide, which forms an integral part of the contract.

## **ARTICLE 2. COMMUNICATIONS**

- 2.1. Unless otherwise specified in the special conditions, any written communication relating to this contract between the contracting authority or the project manager, and the contractor shall state the contract title and identification number, and shall be sent by post, facsimile transmission, e-mail or personal delivery to the appropriate addresses designated by the Parties for that purpose in the special conditions.
- 2.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.
- 2.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words “notify”, “consent”, “certify”, “approve” or “decide” shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.
- 2.4. Any oral instructions or orders shall be confirmed in writing.

## **ARTICLE 3. ASSIGNMENT**

- 3.1. An assignment shall be valid only if it is a written agreement by which the contractor transfers its contract or part thereof to a third party.
- 3.2. The contractor shall not, without the prior consent of the contracting authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
  - (a) a charge, in favour of the contractor's bankers, of any monies due or to become due under the contract; or
  - (b) the assignment to the contractor's insurers of the contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the contractor's loss or liability.
- 3.3. For the purpose of Article 3.2, the approval of an assignment by the contracting authority shall not relieve the contractor of its obligations for the part of the contract already performed or the part not assigned.

- 3.4. If the contractor has assigned the contract without authorisation, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.
- 3.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

#### **ARTICLE 4. SUBCONTRACTING**

- 4.1. A subcontract shall be valid only if it is a written agreement by which the contractor entrusts performance of a part of the contract to a third party.
- 4.2. The contractor shall request to the contracting authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The contracting authority shall notify the contractor of its decision, within 30 days of receipt of the request, stating reasons should it withhold such authorisation.
- 4.3. No subcontract creates contractual relations between any subcontractor and the contracting authority.
- 4.4. The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the contractor, its experts, agents or employees. The approval by the contracting authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the services shall not relieve the contractor of any of its obligations under the contract.
- 4.5. If a subcontractor is found by the contracting authority or the project manager to be incompetent in discharging its duties, the contracting authority or the project manager may request the contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the contracting authority as a replacement, or to resume the implementation of the tasks itself.
- 4.6. Subcontractors shall satisfy the eligibility criteria applicable to the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to EU restrictive measures.
- 4.7. Those services entrusted to a subcontractor by the contractor shall not be entrusted to third parties by the subcontractor, unless otherwise agreed by the contracting authority.
- 4.8. If the contractor enters into a subcontract without approval, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

### **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

#### **ARTICLE 5. SUPPLY OF INFORMATION**

- 5.1. The contracting authority shall supply the contractor promptly with any information and/or documentation at its disposal, which may be relevant to the performance of the contract. Such documents shall be returned to the contracting authority at the end of the period of implementation of the tasks.
- 5.2. The contracting authority shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.
- 5.3. The contracting authority shall give notification to the contractor of the name and address of the project manager.

## **ARTICLE 6. ASSISTANCE WITH LOCAL REGULATIONS**

- 6.1. The contractor may request the assistance of the contracting authority in obtaining copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the contractor in the performance of its obligations under the contract. The contracting authority may provide the assistance requested to the contractor at the contractor's cost.
- 6.2. Subject to the provisions of the laws and regulations on foreign labour of the country in which the services have to be rendered, the contracting authority provides reasonable assistance to the contractor, at its request, for its application for any visas and permits required by the law of the country in which the services are rendered, including work and residence permits, for the staff whose services the contractor and the contracting authority consider necessary, as well as residence permits for their families.

## **OBLIGATIONS OF THE CONTRACTOR**

### **ARTICLE 7. GENERAL OBLIGATIONS**

- 7.1. The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.
- 7.2. The contractor shall comply with any administrative orders given by the project manager. Where the contractor considers that the requirements of an administrative order go beyond the authority of the project manager or of the scope of the contract he shall give notice, with reasons, to the project manager. If the contractor fails to notify within the 30-day period after receipt thereof, he shall be barred from so doing. Execution of administrative order should not be suspended because of this notice.
- 7.3. The contractor shall supply, without delay, any information and documents to the contracting authority and the European Commission upon request, regarding the conditions in which the contract is being executed.
- 7.4. The contractor shall respect and abide by all laws and regulations in force in the partner country and shall ensure that its staff, their dependents, and its local employees also respect and abide by all such laws and regulations. The contractor shall indemnify the contracting authority against any claims and proceedings arising from any infringement by the contractor, its employees and their dependents of such laws and regulations.

Contractors must ensure that there is no detection of subcontractors, natural persons, including participants to workshops and/or trainings in the lists of EU restrictive measures.

- 7.5. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately and at its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.
- 7.6. Subject to Article 7.8, the contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the contracting authority. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the contracting authority, except where the contracting authority declares the contract to be confidential.
- 7.7. If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes



of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the contracting authority. Any alteration of the composition of the consortium without the prior consent of the contracting authority may result in the termination of the contract.

- 7.8. Save where the European Commission requests or agrees otherwise, the contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the contractor shall implement among other actions the specific activities described in the special conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.
- 7.9. Any records shall be kept for a 7-year period after the final payment made under the contract as laid down in Article 24. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips or invoices for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

## **ARTICLE 8. CODE OF CONDUCT**

- 8.1. The contractor shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of the contracting authority. It shall not commit the contracting authority in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.
- 8.2. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other form of intimidation shall be prohibited. The contractor shall also provide to inform the contracting authority of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards, he shall report it in writing within 30 days to the contracting authority.
- 8.3. The contractor and its staff shall respect human rights and the environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- 8.4. The contractor or any of its subcontractors, agents or staff shall not abuse of its entrusted power for private gain. The contractor or any of its subcontractors, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The contractor shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption.
- 8.5. The payments to the contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.
- 8.6. The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The contracting authority and the European Commission may carry out

documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.

- 8.7. The respect of the code of conduct set out in the present article constitutes a contractual obligation. Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 34 of the General Conditions. In addition, failure to comply with the provisions set out in the present Article can be qualified as grave professional misconduct that may lead to either suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures.

## **ARTICLE 9. CONFLICT OF INTEREST**

- 9.1. The contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests, which may arise during performance of the contract, shall be notified to the contracting authority without delay. In the event of such conflict, the contractor shall immediately take all necessary steps to resolve it.
- 9.2. The contracting authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The contractor shall ensure that its staff, including its management, is not placed in a situation, which could give rise to conflict of interests. Without prejudice to its obligations under the contract, the contractor shall replace, immediately and without compensation from the contracting authority, any member of its staff exposed to such a situation.
- 9.3. The contractor shall refrain from any contact which would compromise its independence or that of its staff.
- 9.4. The contractor shall limit its role in connection with the project to the provision of the services described in the contract.
- 9.5. The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other EU budget/EDF funds available under the same project. However, if the contractor is able to prove that his involvement in previous stages of the project does not constitute unfair competition, he may participate, subject to the prior approval of the contracting authority.
- 9.6. Civil servants and other staff of the public administration of the country where the services have to be rendered, regardless of their administrative situation, shall not be recruited as experts unless the prior approval has been granted by the European Commission.

## **ARTICLE 10. ADMINISTRATIVE SANCTIONS**

- 10.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU may be imposed, after an adversarial procedure in line with the applicable Financial Regulation, upon the contractor who, in particular,
- a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract or has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;
- b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years.

- 10.2. In the situations mentioned in Article 10.1, in addition or in alternative to the sanction of exclusion, the contractor may also be subject to financial penalties up to 10% of the total value of the contract.
- 10.3. Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.
- 10.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the contractor.

## **ARTICLE 11. SPECIFICATIONS AND DESIGNS**

- 11.1. The contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the contracting authority and taking into account the latest design criteria.
- 11.2. The contractor shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

## **ARTICLE 12. LIABILITIES**

- 12.1. Liability for damage to services

Without prejudice to Article 30 (financial guarantee) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of services and (ii) the risk of loss and damage, whatever their cause, until the completion of the implementation of the tasks and approval of reports and documents under Articles 26 and 27.

After the completion of the implementation of the tasks, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the services by the contractor, its staff, its subcontractors and any person for which the contractor is answerable, during any operation performed to complete any work left, as the case may be, pending or to comply with its obligations under Articles 26 and 27, particularly if the contract is performed in phases.

Compensation for damage to the services resulting from the contractor's liability in respect of the contracting authority is capped at the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

The contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract, even after approval of the reports and documents, or by default for a period of 10 years.

- 12.2. Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused during the performance of the services, to the contracting authority by the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

### 12.3. Contractor's liability in respect of third parties

Without prejudice to Article 14.9, the contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its staff, its subcontractors and/or any person for which the contractor is answerable, in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

The contracting authority must notify any third party claim to the contractor as soon as possible after the contracting authority becomes aware of them.

If the contracting authority chooses to challenge and defend itself against the claim(s), the contractor shall bear the reasonable costs of defense incurred by the contracting authority, its agents and employees.

Under these general conditions, the agents and employees of the contracting authority, as well as the contractor's staff, its subcontractors and any person for which the contractor is answerable are considered to be third parties.

### 12.4. The contractor shall treat all claims in close consultation with the contracting authority

### 12.5. Any settlement or agreement settling a claim requires the prior express written consent of the contracting authority and the contractor.

## **ARTICLE 13. MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS**

### 13.1. Medical arrangement

The contracting authority may condition the performance of the services to the production, by the contractor, of a recent medical certificate attesting that the contractor itself, its staff, its subcontractors and/or any person for which the contractor is answerable, are fit to implement the services required under this contract.

### 13.2. Insurance – general issues

a) At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

b) At the latest together with the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The contracting authority reserves the right to indemnify the insurer in case the contractor fails to pay the premium, without prejudice to the contracting authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

c) Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.

- d) The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.
- e) The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.
- f) The contractor shall ensure that its staff, its subcontractors and any person for whom the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.
- g) Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the services are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.
- h) The contracting authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.
- i) In any event, the contractor shall take out the insurance referred to below.

### 13.3. Insurance – Specific issues

- a) The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.
- b) The contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are covered by an insurance policy covering, in addition to the possible intervention of any statutory insurance:
  - i. all medical expenses, including hospital expenses;
  - ii. the full cost of repatriation in case of illness, accident, or in the event of death by disease or accident;
  - iii. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract.

In the absence of adequate insurance, the contracting authority may bear such costs to the benefit of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable. This bearing of the costs by the contracting authority shall be subsidiary and may be claimed against the contractor, its subcontractors and any person who should have taken out this insurance, without prejudice to the compensation of the contracting authority's possibly resulting damage.

- c) The contractor shall take out insurance policies providing coverage of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies the contracting authority against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate staff, where appropriate, the contractor shall in addition comply with the laws and regulations applicable in the country of origin.
- d) The contractor shall also insure the personal effects of its employees, experts and their families located in the partner country against loss or damage.

### 13.4. Security arrangements

The contractor shall put in place security measures for its employees, experts and their families located in the partner country commensurate with the physical danger (possibly) facing them.

The contractor shall also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the partner country are exposed and for keeping the contracting authority informed of the situation. If the contracting authority or the contractor becomes aware of an imminent threat to the life or health of any of its employees, experts or their families, the contractor must take immediate emergency action to remove the individuals concerned to safety. If the contractor takes such action, he must communicate this immediately to the project manager and this may lead to suspension of the contract in accordance with Article 35.

#### **ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

- 14.1. A 'result' shall be any outcome of the implementation of the contract and provided as such by the contractor.
- 14.2. The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the contracting authority from the moment these results or rights are delivered to it and accepted by it. The contracting authority may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.
- 14.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the contractor to the contracting authority.
- 14.4. The above vesting of rights in the contracting authority under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the contracting authority and the contractor.
- 14.5. The contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. If the contracting authority so requires, the contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).
- 14.6. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the contracting authority unless otherwise specified. The contractor shall, upon completion of the contract, deliver all such documents and data to the contracting authority. The contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the contracting authority.
- 14.7. The contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the contractor in the course of the contract for purposes other than its performance, without the prior consent of the contracting authority.
- 14.8. By delivering the results, the contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.
- 14.9. The contractor shall indemnify and hold the contracting authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

## **NATURE OF THE SERVICES**

### **ARTICLE 15. THE SCOPE OF THE SERVICES**

- 15.1. The scope of the services is specified in Annex II and Annex III.
- 15.2. Where the contract is for an advisory function for the benefit of the contracting authority and/or project manager in respect of all the technical aspects of the project, which may arise out of its implementation, the contractor shall not have decision-making responsibility.
- 15.3. Where the contract is for management of the implementation of the project, the contractor shall assume all the duties of management inherent in supervising the implementation of a project, subject to the project manager's authority.
- 15.4. If the contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The contracting authority shall provide the contractor with the information necessary for drawing up the administrative part of the tender dossier.

### **ARTICLE 16. STAFF**

- 16.1. For fee-based contracts, without prejudice to paragraph 4 of this Article, the contractor must inform the contracting authority of all staff which the contractor intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the staff and, where appropriate, the specialisation required. The contracting authority shall have the right to oppose the contractor's choice of staff.
- 16.2. All those working on the project with the approval of the contracting authority shall commence their duties on the date or within the period laid down in Annex II and/or Annex III, or, failing this, on the date or within the periods notified to the contractor by the contracting authority or the project manager.
- 16.3. Save as otherwise provided in the contract, those working on the contract shall reside close to their normal place of posting. Where part of the services is to be performed outside the partner country, the contractor shall keep the project manager informed of the names and qualifications of staff assigned to that part of the services.
- 16.4. The contractor shall:
  - (a) forward to the project manager within 30 days of the signature of the contract by both parties, the timetable proposed for placement of the staff;
  - (b) inform the project manager of the date of arrival and departure of each member of staff;
  - (c) submit to the project manager for its approval a timely request for the appointment of any non-key experts.
- 16.5. The contractor shall provide its staff with all financial and technical means needed to enable them to carry out their tasks described under this contract efficiently.
- 16.6. No recruitment of an expert by the contractor can create contractual relations between the expert and the contracting authority.

### **ARTICLE 17. REPLACEMENT OF STAFF**

- 17.1. The contractor shall not make changes to the agreed staff without the prior approval of the contracting authority. The contractor must on its own initiative propose a replacement in the following cases:

- (a) In the event of death, in the event of illness or in the event of accident of an agreed staff;
  - (b) If it becomes necessary to replace an agreed staff for any other reasons beyond the contractor's control (e.g. resignation, etc.).
- 17.2. In the course of performance, the contracting authority can order an agreed staff to be replaced. This shall be done on the basis of a written and justified request to which the contractor and the agreed staff have had the opportunity to provide observations.
- 17.3. Where an agreed staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed staff who has been replaced. Where the contractor is unable to provide a replacement with equivalent qualifications and/or experience, the contracting authority may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.
- 17.4. Additional costs incurred by the replacement of an agreed staff are the responsibility of the contractor. The contracting authority makes no payment for the period when the agreed staff to be replaced is absent. The replacement of any agreed staff, whose name is listed in Annex IV of the contract, must be proposed by the contractor within 15 calendar days from the first day of the agreed staff's absence. If after this period the contractor fails to propose a replacement in accordance with Article 17.3 above, the contracting authority may apply liquidated damages up to 10% of the remaining fees of that expert to be replaced. The contracting authority must approve or reject the proposed replacement within 30 days.
- 17.5. The partner country may be notified of the identity of the agreed staff proposed to be added or replaced in the contract to obtain its approval. The partner country must not withhold its approval unless it submits duly substantiated and justified objections to the proposed experts in writing to the contracting authority within 15 days of the date of the request for approval.

## **ARTICLE 18. TRAINEES**

- 18.1. If required in the terms of reference, the contractor shall provide training for the period of implementation of the tasks for trainees assigned to it by the contracting authority under the terms of the contract.
- 18.2. Instruction by the contractor of such trainees shall not confer on them the status of employees of the contractor. However, they must comply with the contractor's instructions, and with the provisions of article 8, as if they were employees of the contractor. The contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.
- 18.3. Unless otherwise provided in the contract, allowance for trainees covering notably travel, accommodation and all other expenses incurred by the trainees shall be borne by the contracting authority.
- 18.4. The contractor shall report at quarterly intervals to the contracting authority on the training assignment. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

## **PERFORMANCE OF THE CONTRACT**

### **ARTICLE 19. IMPLEMENTATION OF THE TASKS AND DELAYS**

- 19.1. The special conditions fix the date on which implementation of the tasks is to commence.



- 19.2. The period of implementation of tasks shall commence on the date fixed in accordance with Article 19.1 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted.
- 19.3. If the contractor fails to perform the services within the period of implementation of the tasks specified in the contract, the contracting authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.
- 19.4. The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.
- 19.5. If the contracting authority has become entitled to claim 15% of the contract value, it may, after giving notice to the contractor:
  - (a) terminate the contract, and;
  - (b) enter into a contract with a third party to complete the services, at the contractor's cost.

## **ARTICLE 20. AMENDMENT TO THE CONTRACT**

- 20.1. Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount, replacement of an agreed staff the curriculum vitae of which is part of the contract and change of the period of implementation shall be formalised by means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:
  - (a) An addendum for amendment may be requested only during the period of execution of the contract;
  - (b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force. In case of special circumstances duly substantiated by the contractor, the contracting authority may accept a different notice period.

The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.

- 20.2. Additionally, the project manager has the power to issue administrative orders requesting an amendment to the contract not affecting its object or scope, including on request of the contractor, according to the following principles:
  - a) The requested contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services;
  - b) Prior to the issuance of any administrative order, the project manager shall notify the contractor of the nature and the form of the proposed amendment.

The contractor shall then, without delay, submit to the project manager a written proposal containing:

- (i) all measures required to comply with the requested amendment,
- (ii) an updated timetable for implementation of the tasks, and,
- (iii) if necessary, a proposed financial adjustment to the contract, using the contractual fee rates when the tasks are similar. When the tasks are not similar, the contractual fee rates shall be applied when reasonable.

Following receipt of the contractor's proposal, the project manager shall decide as soon as possible whether or not the amendment shall be carried out.

If the project manager decides that the amendment shall be carried out, it shall notify the contractor through an administrative order stating that the contractor shall carry out the amendment at the prices and under the conditions given in the contractor's proposal or as modified by the project manager in agreement with the contractor.

- c) On receipt of the administrative order, the contractor shall carry out the amendments detailed in that administrative order as if such amendments were stated in the contract.
  - d) For fee-based contracts, administrative orders that have an impact on the contractual budget are limited to transfers within the fees, or transfers from the fees to the incidental expenditures, within the limits of Article 20.3.
  - e) For global price contracts, administrative orders cannot have an impact on the contractual budget.
- 20.3. No amendment either by means of addendum or through administrative order shall lead to decreasing the amount within the contractual budget allocated to expenditure verification, or change the award conditions prevailing at the time the contract was awarded.
- 20.4. Any amendment carried out by the contractor without an administrative order or without an addendum to the contract is not allowed and made at the contractor's own financial risk.
- 20.5. Where an amendment is required by a default or breach of contract by the contractor, any additional cost attributable to such amendment shall be borne by the contractor.
- 20.6. The contractor shall notify the contracting authority of any change of address and bank account using the form in Annex VI to notify any change in its bank account. The contracting authority shall have the right to oppose the contractor's change of bank account. The contractor shall notify the contracting authority of any change of auditor, which the contracting authority needs to approve.

## **ARTICLE 21. WORKING HOURS**

- 21.1. The days and hours of work of the contractor or the contractor's staff shall respect the laws, regulations and customs of the country where the services have to be rendered and the requirements of the services.

## **ARTICLE 22. LEAVE ENTITLEMENT**

- 22.1. For fee-based contracts, the annual leave to be taken during the period of implementation of the tasks shall be at a time approved by the project manager.
- 22.2. For fee-based contracts, the fee rates are deemed to take into account the annual leave of up to 2 months for the contractor's staff during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.
- 22.3. The contractor shall only be paid for the days actually worked. Any cost related to sick or casual leave shall be covered by the contractor. The contractor shall inform the project manager of any impact of such leave on the period of implementation of the tasks.

## **ARTICLE 23. INFORMATION**

- 23.1. The contractor shall provide any information relating to the services and the project to the project manager, the European Commission, the European Court of Auditors or any person authorised by the contracting authority.

- 23.2. The contractor shall allow the project manager or any person authorised by the contracting authority or the contracting authority itself to inspect or audit the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

#### **ARTICLE 24. RECORDS**

- 24.1. The contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the contractor's invoice(s) have been duly incurred for the performance of the services.
- 24.2. For fee-based contracts, timesheets recording the days or hours worked by the contractor's staff shall be maintained by the contractor. The timesheets filled in by the experts shall be confirmed on a monthly basis by the contractor and shall be approved by the project manager or any person authorised by the contracting authority or the contracting authority itself. The amounts invoiced by the contractor must correspond to these timesheets. Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered as working days. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input shall be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 24.3. Any records must be kept for a seven year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

#### **ARTICLE 25. VERIFICATIONS, CHECKS AND AUDITS BY EUROPEAN UNION BODIES**

- 25.1. The contractor shall allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, European Union bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the contract. The contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the contract. The contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment.
- 25.2. Furthermore, the contractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.
- 25.3. To this end, the contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to

which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The contractor shall inform the contracting authority of their precise location.

- 25.4. The contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget/EDF funds.
- 25.5. Failure to comply with the obligations set forth in Article 25.1 to 25.4 constitutes a case of serious breach of contract.

#### **ARTICLE 26. INTERIM AND FINAL REPORTS**

- 26.1. Unless otherwise provided in the terms of reference, the contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the contractor by the project manager during the period of implementation of the tasks.
- 26.2. All invoices must be accompanied by an interim or final report. All invoices for fee-based contracts must also be accompanied by an up to date financial report and an invoice for the actual costs of the expenditure verification. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.
- 26.3. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a final progress report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.
- 26.4. This final progress report shall be forwarded to the project manager not later than 60 days after the end of the period of implementation of the tasks. Such report shall not bind the contracting authority.
- 26.5. Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final progress report by the contractor.
- 26.6. Interim and final progress reports are covered by the provisions of Article 14.

#### **ARTICLE 27. APPROVAL OF REPORTS AND DOCUMENTS**

- 27.1. The approval by the contracting authority of reports and documents drawn up and forwarded by the contractor shall certify that they comply with the terms of the contract.
- 27.2. Where a report or document is approved by the contracting authority subject to amendments to be made by the contractor, the contracting authority shall prescribe a period for making the amendments requested.
- 27.3. Where the final progress report is not approved, the dispute settlement procedure is automatically invoked.
- 27.4. Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the contracting authority, of the preceding phase except where the phases are carried out concurrently.
- 27.5. The contracting authority's time limit for accepting reports or documents shall be considered included in the time limit for payments indicated in Article 29, unless otherwise specified in the special conditions.

### **PAYMENTS & DEBT RECOVERY**

## **ARTICLE 28. EXPENDITURE VERIFICATION**

- 28.1. No expenditure verification report is required for global price contracts.
- 28.2. Before payments are made for fee-based contracts, an external auditor must examine and verify the invoices and the financial reports sent by the contractor to the contracting authority. The auditor shall meet the requirements set out in the terms of reference for expenditure verification and shall be approved by the contracting authority.
- 28.3. The auditor must satisfy itself that relevant, reliable and sufficient evidence exists that:
- (a) the experts employed by the contractor for the contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress reports; and
  - (b) the amounts claimed as incidental expenditure have actually and necessarily been incurred by the contractor in accordance with the requirements of the terms of reference of the contract.
- On the basis of its verification, the auditor submits to the contractor an expenditure verification report in accordance with the model in Annex VII.
- 28.4. The contractor grants the auditor all access rights mentioned in Article 25.
- 28.5. The contracting authority reserves the right to require that the auditor be replaced if considerations, which were unknown when the contract was signed, cast doubt on the auditor's independence or professional standards.

## **ARTICLE 29. PAYMENT AND INTEREST ON LATE PAYMENT**

- 29.1. Payments will be made in accordance with one of the options below, as identified in the special conditions.

### Option 1: Fee-based contract:

The contracting authority will make payments to the contractor in the following manner:

1. A first payment of pre-financing, if requested by the contractor, of an amount up to maximum 20% of the maximum contract value stated in point 2 of the contract, within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30.
2. Six-monthly further interim payments, as indicated in the special conditions, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report and an expenditure verification report, subject to approval of those reports in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80 % of the maximum contract value stated in point 2 of the contract has been paid (pre-financing and interim payments) the amounts due to the contractor shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payment is made.
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in point 2 of the contract, after deduction of the amounts already paid, within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report and a final expenditure verification report, subject to approval of those reports in accordance with Article 27.

#### Option 2: Global price contract:

If the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

If the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. one interim payment at the end of each 12 months of implementation of the contract, of an amount corresponding to the outputs delivered, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report, subject to approval of this report in accordance with Article 27;
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

29.2. The date of payment shall be the date on which the paying account is debited. The invoice shall not be admissible if one or more essential requirements are not met. Without prejudice to Article 36.2, the contracting authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the project manager by notifying the contractor that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the contracting authority thinks it necessary to conduct further checks. In such cases, the contracting authority shall not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline shall resume on the date on which a correctly formulated invoice is received by the contracting authority. If part of the invoice is disputed, the undisputed amount of the invoice shall not be withheld and must be paid according to the payment schedule set in Article 29.1.

29.3. Once the deadline referred to above has expired, the contractor - unless it is a government department or public body in an EU Member State - shall, within two months of receiving late payment, receive default interest:

- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
- at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the contracting authority's account is debited (inclusive).

By way of exception, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

- 29.4. Payments due by the contracting authority shall be made into the bank account mentioned on the financial identification form completed by the contractor. A new financial identification form must be used to report any change of bank account and must be attached to the invoice.
- 29.5. Payments shall be made in euro or in the national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the general conditions. Where payment is in Euro, for the purposes of the provision for incidental expenditure, actual expenditure shall be converted into Euro at the rate published on the Infor-Euro on the first working day of the month in which the invoice is dated. Where payment is in the national currency, it shall be converted into the national currency at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.
- 29.6. For fee-based contracts, invoices shall be accompanied by copies of, or extracts from, the corresponding approved timesheets referred to in Article 24.2 to verify the amount invoiced for the time input of the experts. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.
- 29.7. Payment of the final balance shall be subject to performance by the contractor of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the contracting authority of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the contractor and approved as satisfactory by the contracting authority.
- 29.8. The payment obligations of the European Commission under the contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.
- 29.9. Prior to, or instead of, terminating the contract as provided for in Article 36, the contracting authority may suspend payments as a precautionary measure without prior notice. A payment may be suspended for the duration of an audit or an OLAF investigation.
- 29.10. Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud attributable to the contractor, the contracting authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 35.2 and terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late.
- 29.11. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

### **ARTICLE 30. FINANCIAL GUARANTEE**

- 30.1. Unless otherwise provided for in the special conditions, the contractor shall provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a

banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the contracting authority. If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority. This financial guarantee shall remain valid until it is released by the contracting authority in accordance with Article 30.5 or Article 30.6, as appropriate. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.

- 30.2. The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.
- 30.3. During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, or the financial guarantee ceases to be valid, and the contractor fails to replace it, either a deduction equal to the amount of the pre-financing may be made by the contracting authority from future payments due to the contractor under the contract, or the contracting authority shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the contracting authority may terminate the contract.
- 30.4. If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the contracting authority by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.
- 30.5. For fee-based contracts, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.
- 30.6. For global price contracts, (i) if the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the financial guarantee shall remain in force until the final payment has been made, and (ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.

### **ARTICLE 31. RECOVERY OF DEBTS FROM THE CONTRACTOR**

- 31.1. The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority before the deadline indicated in the debit note which is 45 days from the issuing of that note.
- 31.2. Should the contractor fail to make repayment within the above deadline; the contracting authority may (unless the contractor is a government department or public body of an EU Member State) increase the amounts due by adding interest:
  - (a) at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,
  - (b) at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which the payment is actually made. Any partial payments shall first cover the interest thus established.
- 31.3. Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the contractor. This shall not affect the party's right to agree on payment in installments.



- 31.4. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.
- 31.5. Without prejudice to the prerogative of the contracting authority, if necessary, the European Union may as a donor proceed itself to the recovery by any means.

#### **ARTICLE 32. REVISION OF PRICES**

- 32.1. The contract shall be at fixed prices, which shall not be revised.

#### **ARTICLE 33. PAYMENT TO THIRD PARTIES**

- 33.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3. The assignment shall be notified to the contracting authority.
- 33.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.
- 33.3. In the event of a legally binding attachment of the property of the contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the contracting authority shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

### **BREACH OF CONTRACT, SUSPENSION AND TERMINATION**

#### **ARTICLE 34. BREACH OF CONTRACT**

- 34.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.
- 34.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:
- a) damages; and/or
  - b) termination of the contract.
- 34.3. Damages may be either:
- a) general damages; or
  - b) liquidated damages.
- 34.4. Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract, the contracting authority is without prejudice to its right under article 34.2, also entitled to the following remedies;
- a) suspension of payments; and/or
  - b) reduction or recovery of payments in proportion to the failure's extent.
- 34.5. Where the contracting authority is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.
- 34.6. The contracting authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

#### **ARTICLE 35. SUSPENSION OF THE CONTRACT**

- 35.1. The contractor shall, on the order of the contracting authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the contracting authority may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.

- 35.2. Suspension of the contract in the event of presumed breach of obligations or irregularities or fraud: The contract may be suspended in order to verify whether presumed breach of obligations or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.
- 35.3. During the period of suspension, the contractor shall take such protective measures as may be necessary.
- 35.4. Additional expenses incurred in connection with such protective measures may be added to the contract price, unless:
- a) otherwise provided for in the contract; or
  - b) such suspension is necessary by reason of some breach or default of the contractor; or
  - c) the presumed breach of obligations or irregularities or fraud mentioned in article 35.2 are confirmed and attributable to the contractor.
- 35.5. The contractor shall only be entitled to such additions to the contract price if it notifies the project manager, within 30 days after receipt of the order to suspend execution of the contract, of its intention to claim them.
- 35.6. The contracting authority, after consulting the contractor, shall determine such additions to the contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the contracting authority be fair and reasonable.
- 35.7. The contracting authority shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period of suspension exceeds 90 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the contracting authority, request to proceed with the contract within 30 days, or terminate the contract.

#### **ARTICLE 36. TERMINATION BY THE CONTRACTING AUTHORITY**

- 36.1. The contracting authority may, at any time and with immediate effect, subject to Article 36.8, terminate the contract, except as provided for under Article 36.2.
- 36.2. Subject to any other provision of these general conditions the contracting authority may, by giving seven days' notice to the contractor, terminate the contract in any of the following cases where:
- (a) the contractor is in serious breach of contract for failure to perform its contractual obligations;
  - (b) the contractor fails to comply within a reasonable time with the notice given by the project manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
  - (c) the contractor refuses or neglects to carry out any administrative orders given by the project manager;
  - (d) the contractor assigns the contract or subcontracts without the authorisation of the contracting authority;
  - (e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to that contractor;
  - (f) any organisational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;
  - (g) any other legal disability hindering performance of the contract occurs;
  - (h) the contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;

- (i) the contractor has been guilty of grave professional misconduct or has committed an irregularity proven by any means which the contracting authority can justify, within the meaning of Article 10.1(a) (b);
- (j) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings, circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose.
- (k) the contractor, in the performance of another contract financed by the EU budget/EDF funds, has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the European Commission, the contracting authority, OLAF or the Court of Auditors;
- (l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;
- (m) the award procedure or the performance of another contract financed by the EU budget/EDF funds proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present contract;
- (n) the contractor fails to perform its obligation in accordance with Article 8 and Article 9;
- (o) the contractor is unable to provide a suitable replacement to an expert, the absence of which affects the proper performance of the contract.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points (e), (i), (j), (k), (l), (m) and (n) may refer also to subcontractors.

- 36.3. Termination shall be without prejudice to any other rights or powers under the contract of the contracting authority and the contractor. The contracting authority may, thereafter, complete the services itself, or conclude any other contract with a third party, at the contractor's own expense. The contractor's liability for delay in completion shall immediately cease when the contracting authority terminates the contract without prejudice to any liability thereunder that may already have arisen.
- 36.4. Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 36.5. The project manager shall, as soon as possible after termination, certify the value of the services and all sums due to the contractor as at the date of termination.
- 36.6. The contracting authority shall not be obliged to make any further payments to the contractor until the services are completed. After the services are completed, the contracting authority shall recover from the contractor the extra costs, if any, of completing the services, or shall pay any balance still due to the contractor.
- 36.7. If the contracting authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it has suffered up to the value of the services which have not been satisfactorily completed unless otherwise provided for in the special conditions.

- 36.8. Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the contracting authority, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.
- 36.9. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

#### **ARTICLE 37. TERMINATION BY THE CONTRACTOR**

- 37.1. The contractor may, after giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:
- a) fails for more than 120 days to pay the contractor the amounts due after the expiry of the time limit stated in Article 29; or
  - b) consistently fails to meet its obligations after repeated reminders; or
  - c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not attributable to the contractor's breach or default.
- 37.2. Such termination shall be without prejudice to any other rights of the contracting authority or the contractor acquired under the contract.
- 37.3. In the event of such termination, the contracting authority shall pay the contractor for any loss or damage the contractor may have suffered. Such additional payment must not be such that the total payments exceed the amount specified in Article 2 of the contract.

#### **ARTICLE 38. FORCE MAJEURE**

- 38.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure*, which arise after the date of notification of award or the date when the contract becomes effective.
- 38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, ... A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding the contract.
- 38.3. Notwithstanding the provisions of Article 19 and Article 36, the contractor shall not be liable for liquidated damages or termination for breach or default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The contracting authority shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, for payment of interest on delayed payments, for non-performance or for termination by the contractor for breach or default, if, and to the extent that, the contracting authority's delay or other failure to perform its obligations is the result of *force majeure*.
- 38.4. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall promptly notify the other party and the project manager giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations, which are not prevented by the force majeure event. The contractor shall not put into effect such alternative means unless directed so to do by the project manager.
- 38.5. For a fee-based contract, if the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4 the amount thereof shall be certified by the project manager.

- 38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of *force majeure* persists, the contract shall be terminated and, in consequence, thereof under the law governing the contract, the parties shall be released from further performance of the contract.

#### **ARTICLE 39. DECEASE**

- 39.1. If the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the contracting authority shall examine any proposal made by its heirs or beneficiaries if they have notified their wish to continue the contract.
- 39.2. Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract and the contracting authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.
- 39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to implement the contract shall notify the contracting authority thereof within 15 days of the date of decease. The decision of the contracting authority shall be notified to those concerned within 30 days of receipt of such a proposal
- 39.4. Such persons shall be jointly and severally liable for the proper implementation of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

### **SETTLEMENT OF DISPUTES AND APPLICABLE LAW**

#### **ARTICLE 40. SETTLEMENT OF DISPUTES**

- 40.1. The parties shall make every effort to settle amicably any dispute relating to the contract, which may arise between them.
- 40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution, which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.
- 40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.
- 40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

## **ARTICLE 41. APPLICABLE LAW**

- 41.1. This contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the European Commission, by the applicable European Union law complemented where necessary by the law of Belgium.

## **DATA PROTECTION**

### **ARTICLE 42. DATA PROTECTION**

- 42.1. Any personal data included in the contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The data shall be processed solely for the purposes of the performance, management and monitoring of the contract by the contracting authority without prejudice to possible transmission to the bodies charged with monitoring or inspection in application of EU law. The contractor shall have the right to access his/her personal data and to rectify any such data. Should the contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the contracting authority. The contractor shall have right of recourse at any time to the European Data Protection Supervisor.
- 42.2. Where the contract requires processing personal data, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.
- 42.3. The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The contractor shall limit access to the data to staff strictly needed to perform, manage and monitor the contract.
- 42.4. The contractor undertakes to adopt technical and organisational security measures to address the risks inherent in processing and in the nature of the personal data concerned in order to:
- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
    - aa) unauthorised reading, copying, alteration or removal of storage media;
    - ab) unauthorised data input, unauthorised disclosure, alteration or erasure of stored personal data;
    - ac) unauthorised persons from using data-processing systems by means of data transmission facilities;
  - b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
  - c) record which personal data have been communicated, when and to whom;
  - d) ensure that personal data processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
  - e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
  - f) design its organisational structure in such a way that it meets data protection requirements.

\* \* \*



**Call for proposals – TOR  
for implementation  
of new Business Information Systems (BIS) in ReSPA**

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## 2 Introduction

The Regional School of Public Administration (ReSPA) was opened in Danilovgrad, Montenegro. The main objectives of ReSPA are to reinforce regional cooperation and strengthen administrative capacity in the Western Balkans. Respa's mission is to improve regional cooperation in public administration, strengthen administrative capacities in the Western Balkans, promoting shared learning and supporting the development of public administration within regional countries and through this, support integration within the EU. It follows the principles of the 'European Administrative Space' in which public servants in European countries meet to exchange views and best practices on the implementation of EU legislation. The goal is to apply international standards for Public Finances.

# SECTION 1.

## 3 The current situation of the RESPA Information System

ReSPA is implementing its activities through the Secretariat which consists of 15 staff members from the Balkan region. The Secretariat is located in Danilovgrad, Montenegro.

ReSPA currently operates its information systems on a Windows Server 2008 using both physical and virtual environment. The current information system supporting the major internal processes at ReSPA is the EDOPS Software, which is a mixed software solution of a Document Management System and an Enterprise Resource Planning System. EDOPS is a licensed software tailored made and modified in the previous period specifically for ReSPA needs.

EDOPS is a Client/Server software environment model, using a thick client installed on the user machines. In this model, the client computer makes the request and the server accepts this request, processes the request and initiates a response. This design architecture allows hosting of resources like databases in a central data storage and hosting location and distributing resources like user interface and reporting services to inside ReSPA office locations. Typically, in a client/server environment, the desktop or notebooks computers are connected through the computer network to the centrally located server in the data center. The client EDOPS software is a desktop installation, installed on the computers in ReSPA offices, and can only work on the Microsoft Windows operating system. This means that it is basically limited to only one operating system (MS Windows). Therefore, for tablets and smartphones, the EDOPS software has no support and cannot be installed on them.

This approach using a thick client installed on the user's computers, means that using the system is limited to the several machines that have the client installed, and no other machine. Maintenance is complicated, since if a user's computer breaks down or a user purchases a new machine, the thick client needs to be reinstalled and reconfigured on the new od repaired machine. Upgrading a new version of the software means installing a new version on all user's computers.

#### 4 Proposal for a new Business Information System

This document was prepared with the understanding that establishing the proper vision and business objectives of the new software product and the proper documentation of a consistent, robust, well understood, and complete set of functional and non-functional requirements is essential for System development and deployment success.

The new Business Information System should cover the following entities: *Enterprise resource planning (ERP)*, *Business Intelligence (BI)*, *Budget and planning (BP)*, *Document management system (DMS)*, *Customer Relationship Management (CRM)* and *Procurement management system (PMS)*. All these entities have to be interconnected, share data and be part of a large entity called the ReSPA Business Information System.



The System shall reduce the number of possible mistakes of ReSPA actions, will affect the efficiency of users, so that donors and EU Commission financial interest will be protected. Also, the system shall reduce and control ReSPA employee workloads.

The Business Information System projects must always be designed so that they deliver tangible and visible benefits. It is also important to note that there is no single application or project that will address and resolve all the information management problems of an organisation. Information Systems are complex, and it is not possible to determine all the implementation requirements up front, then implement the system, train users and go live.

Business transformations through Information System will not take place without effectively managing change across three key organizational areas: people, process and technology.

The new system architecture must be web based using a browser as a client (preferably using the Model–View–Controller (MVC) architecture). The MVC pattern helps to create applications that separate the different aspects of the application (input logic, business logic, and UI logic), while providing a loose coupling between these elements. The pattern specifies where each kind of logic should be located in the application. Applicative solutions should use thin clients (web browsers). The web architecture generates significant cost savings by eliminating the installation, configuration and management of desktop client software. The web applications are compatible with modern browsers such as Chrome, Mozilla Firefox, Safari, Microsoft Edge and Microsoft Internet Explorer and do not require client software or plug-ins.

Comparing to the thick client systems, web based systems largely helped make Business Information Systems more flexible and in the same way more accessible.

Following Entities will be included in the new Business Information System:

- **Enterprise Resource Planning (ERP)**  
is business management software that allows an organization to use a system of integrated applications to manage the business. ERP software integrates all facets of core business processes in real-time. These business activities can include module: finance management, payroll, Inventory management, fixed assets, monitoring of contracts, cash desk module and human resources management.  
ERP software will include software services that will communicate with other applications and exchange data in ReSPA Business Information System.

- **Business Intelligence (BI)**

refers to the procedural and technical infrastructure that collects, stores and analyzes the data produced by a ReSPA activities. Typical Business Intelligence infrastructure components are as follows: software solution for gathering, cleansing, integrating, analyzing and sharing data. Business Intelligence produces easy-to-use reporting, analysis and provides believable information to help making effective and

high quality business decisions. Business Intelligence software will include software services that will communicate with other applications and exchange data in the ReSPA Business Information System

- Budget and planning (**BP**)

is business software that manages the preparation and continuous monitoring of ReSPA projects and budget lines. Software with staff members will be engaged in the preparation of internal budget reports and various financial analyses – historical and proforma, annual projections and multi-year revenue and expense forecasts, and ad hoc feasibility studies for management. The budget and planning software will include software services that will communicate with other applications and exchange data in ReSPA Business Information System

- Document management system (**DMS**)

is a program used to track, manage and store documents and reduce paper based documents. There are certain definite benefits of using a platform like DMS. These include easy management, smart monitoring, reduced operational costs, improved productivity, and optimum usage of resources. Also, the DMS will track exactly where documents are and who is working on each document, workflows, simultaneous review and approval by routing documents to multiple users, ensure tasks are completed on time with automatic recurring notification emails, present users with a full history of all business process steps related to a document, automatically send notifications when documents are created, edited or deleted or etc. Document versioning is also a crucial aspect. The Document Management system will include software services that will communicate with other applications and exchange data in the ReSPA Business Information System.

- Customer relationship management (**CRM**)

Customer relationship management (CRM) is an approach to manage an organization's interaction with current and potential customers and collaborators. It uses data analysis about customers' history with an organization to improve business relationships with customers. Customer relationship management (CRM) is a technology for managing all Institutional relationships and interactions with customers and potential customers. The goal is simple: Improve business relationships. A CRM system helps organisations stay connected to customers (end users) streamline processes. A CRM system is usually a tool that helps with contact management, productivity, and more. A CRM solution helps focus on the organization's relationships with individual people — including customers, service users, colleagues, or suppliers — throughout the lifecycle with them, including finding new partners, winning new projects, and providing support and additional services throughout the relationship.

The CRM system will allow ReSPA to manage the dataset of experts contacts and their contributions and collaborations to date.

- Procurement management system (**PMS**)

is the software tool used in procurement transactions, managing bidder relationships, monitoring of contracts and controlling associated business processes, which are defined by procurement procedures in ReSPA. Procurement management system software will include software services that will communicate with other applications and exchange data in ReSPA Business Information System

## 5 Terms of reference (TOR)

Published Terms of Reference hereby invites all interested companies to tender for the **new ReSPA Business Information System** that will cover the following entities: *Enterprise resource planning (ERP), Business Intelligence (BI), Budget and planning (BP), Document management system (DMS), Customer Relationship Management (CRM) and Procurement management system (PMS)*, which would be optimized according to the ReSPA business processes.

This document contains description of the functions that ReSPA Business Information System has to provide.

The technical solution must meet the following requirements:

- The web application should be accessible from both 32 bit and 64 bit operating systems;
- The web application should be accessible from all operating systems: Windows, Linux and mac OS as well as Android and iOS;
- The web applications should be accessed via the browsers and should support responsive design approach - equally accessible on all popular devices, browsers and screen sizes and resolutions;
- The solution should contain a middle layer for processing and implementing business logic;
- The physical data should be stored in the relational database RDBMS;
- The applications should utilize communication with internal and external subsystems using the standard web interface to provide full information control and a more streamlined communication protocol;
- The RDBMS must offer user authenticated access to the well documented and described database (or databases) that will be open and accessible for the ReSPA staff for additional queries and eventual services development.
- The RDBMS can be open source and have characteristic like: PostgreSQL and MySQL or equivalent database, or can be commercial (like MS SQL Server or Oracle), its selection depending on the performance and total cost of ownership of the system.
- No additional costs of licensing additional web users / work stations is acceptable;
- The Bidder must have a minimum of two ISO certificates in the following ISO: "ISO 9001, ISO 20000 or ISO 27001 standards.
- The Bidder must be certified for the technologies it uses. For instance, if Microsoft Web technologies are used in the offer, the bidder should have a team not limited to at least:
  - (MCSA) Microsoft Certified Solution Associate: Web Applications
  - (MCSE) Microsoft Certified Solution Expert: Data Management and Analytics
  - (MCSE) Microsoft Certified Solution Expert: BI
  - (CEH) Certified Ethical Hacker
- If Java technologies are used in the offer, the bidder should have a team not limited to at least:



- Oracle Certified Associate, Java Programmer
- Oracle BI Enterprise Edition
- (CEH) Certified Ethical Hacker
- If MySQL technologies are used in the offer, the bidder should have a team not limited to at least:
  - Oracle Certified Professional, MySQL Developer
  - (CEH) Certified Ethical Hacker
- If PHP technologies are used in the offer, the bidder should have a team not limited to at least:
  - Zend Certified PHP Engineer
  - (CEH) Certified Ethical Hacker
- If other or open source technologies mentioned above or others are used, certificates corresponding to the ones described for Microsoft or Java/Oracle are needed.
- The technologies used should be proven and sustainable.

Generally, the bidder must make clear description of and be responsible for:

- Software development of the new ReSPA Business Information System (Full stack);
- Data migration from the existing EDOPS system (data, parameters and scanned documents) and external files to new ReSPA Business Information System;
- Implementation and deployment;
- Users training;
- Prepare user documentation and context dependent help;
- The Bidder must propose detailed Methodology, Approach and Implementation Plan;
- The Bidder shall submit a Gantt Chart or project schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing;
- Set up the whole system and put into production. It means that the installation encompasses all the activities required for the system to be operational;
- The Bidder must also engage an external Auditor Company for supervising purposes in the bidding consortium. The presence of the external auditing company in the consortium will give a higher degree of insurance to ReSPA that the entire work will be done according to the highest quality. Most importantly, the Audit Company should ensure compliance of the developed BIS and

incorporated procedures with the Public Finance Management Principles and adopted internal control model of ReSPA and related framework adopted by the Governing Board of ReSPA – in light of the recommendations provided in the Letter to the Management by the independent Auditor in the past years. This way, ReSPA will be able to start very quickly utilizing the full potential of the software.

The Audit Company needs to determine the current state of the level of duty segregation in ReSPA and, based on the existing human resources available to ReSPA, recommend in management letter, adequate proposals for improving the duty segregation at all levels. The Audit company should be selected from the list of the top 4 Audit Companies – Ernest & Yung, Deloitte, KPMG or PWC. However, KPMG should be excluded from the list since it is currently under contract with ReSPA for its audit:

<https://www.accountancyage.com/aa/analysis/1776670/top-35-networks-2013-the-survey> ;

- Provide a dedicated data conversion team (IT specialist and Auditor Company specialist) to perform export of data from the old ReSPA computer system – EDOPS;
- The ReSPA team leader and the ReSPA IT specialist will inform the potential Bidder with all the specifics of the existing software due to migration of data into the new software system, according to the Bidder request. The existing EDOPS system can also be seen on location at the ReSPA headquarters;
- The source and format of data migration will be jointly defined by the bidder and the ReSPA team;
- Provide audit/balancing reports to verify the accuracy of the data import;
- Provide facilities to scrub data that will be imported into the ERP system;
- Provide up to four test cycles for the data conversion;
- The Bidder must provide that the system should not be overloading the computer network resources;
- The Bidder must have at least 3 years of experience in software implementation;
- The Bidder must have a “Team leader” responsible for overall development of software solution with at least 10 years of working experience in the field of

software development, information system implementation and support as well as project management;

- The Bidder must have a “Software Designer / Architect” with a minimum of 7 years experience in development and implementation of ICT systems;
- The Bidder must have a “Team member” responsible for software development with a minimum of 5 years of working experience;
- The Software solution offered by the Bidder must be adapted according to the ToR and Technical specification requirements;
- The Bidder must have a minimum of 10 references in the implementation of complex Business Information Systems;
- The Audit company should submit a plan and propose audit team members, which will follow the whole Visual this is really amazing shut up kisses of implementation. The audit team (manager and seniors level) must have a minimum of 3 years of auditing experience of International organizations;
- During the implementation, the Bidder must meet the specific requirements of the RESPA team and make subsequent adjustments to the offered functionalities, which will not be more than 25% of the time spent for the development of existing modules;
- Hardware procurement and deployment is not the Bidder’s obligation;
- The interface of the ReSPA Business Information System software must be exclusively in English;
- The Bidder is under obligation to deliver the required software documentation in English;
- Documentation and the ReSPA Business Information System user manual must eventually be submitted in hard copy and in electronic form;
- The system should provide the ability to browse the documentation upon request in accordance with the allowed access rights;
- The Bidder is under obligation to implement a face-to-face training for all ReSPA Business Information System software functionalities for all employees in ReSPA (The Bidder is obligated to provide training for the application use, on location at the ReSPA headquarters in Danilovgrad);

- Acceptance Test – ReSPA will perform the acceptance tests, and the Bidder will provide technical support for that;
- The application should provide restricted levels of access by individual user, using the user / role principal to specific fields and functional levels;
- Ability to generate report files in PDF, MS Word, MS EXCEL, and XML formats;
- Provides field level edits to ensure validity of the data being entered into the system;
- The System’s technical platform has to be stable, expandable, upgradable and flexible in terms of use, functionality and adding new contents;
- The System should support electronic workflow throughout all modules/applications;
- Ability to view audit trail via screens and reports (Users limited by authority level);
- Ability to archive audit trail data;
- Ability to record audit trail for all data updates and specified data retrievals. Audit trail data includes date/time, user ID and what was changed or queried;
- Ability to link to files located in a DMS (Document Management System);
- Supports electronic signatures;
- Document and diagrammatically represent workflows;
- Supports single sign-on;
- System Administrator can view list of logged-in users;
- Supports group level permissions;
- Produces user security profile report;
- Limit access by specified fields/columns;
- Allows use of security classes/profiles/role as templates that can be modified for an individual without having to create a new class/profile/role (security control);
- Allows security control at the field level;
- System security comprehensively includes other standard elements (SSL);
- Ability to view/report logical transactions with option to rollback;
- Report manager to view and archive reports;
- Ability to backup all data and restore;

- Ability to access definitions and descriptions of data items, workflows and business rules;
- Ability to support multiple report generation schedules (daily, weekly, etc);
- Supports Tablet Devices (responsive);
- Supports Mobile Devices (responsive);
- Ability to view historical data via screens and reports. Users limited by authority level;
- Ability to support Disaster Recovery and Contingency Plans defined;
- Ability to develop custom reports;
- Ability to operate on ReSPA hardware and Operating system architecture;
- The system's access requirements through firewalls and proxy must be clearly identified and follow standard port designations;
- Provides access from outside of the firewall by non-domain users in accordance with generally accepted security standards;
- Contains toolsets to accommodate automated tools to apply system-wide release upgrades and patches at the server level;
- The system should track system uptime and transaction response times in order to demonstrate operation within acceptable levels;
- Provides automated transaction back-out/roll-back should the system fail during transaction processing and/or a transaction fails to reach normal processing completion;
- Allows on-line search capabilities based on any field or any combination of fields, including the use of wildcards;
- Provide a robust on-line, context dependent help available at the system, function, screen, and field level (It is kept up to date with each release);
- The system's on-line help should be context sensitive;
- Provide a complete, up-to-date support site that contains a knowledge base where users can access system related reference material and documents;
- Provides data validation by providing error messages immediately after each field is entered, rather than waiting until the entire screen, record or transaction is finished;

- Summary validation messages when submitting the forms
- System error messages should appear in a consistent format across all system modules and should be customizable;
- Provides the capability to store, retrieve, display and print imaged documents. (The solution must provide the capability to receive scanned documents from document scanners);
- Ability to accept scanned or electronic documents in any format and link them to a data record;
- Provides efficient application level load-balancing functionality;
- Allows for the definition of default printers for each user;
- The system should enable security setup for reporting (This may include restricting users from running reports on activity that is unrelated to what they do);
- Provides the capability to generate letters and notices to user-defined groups;
- The system should track who generated the report - date/time history;
- The system should track the use of the system by authorized users;
- Has the ability to report attempts by unauthorized users to use the system;
- Has the ability to customize password policy e.g. # attempts, complexity, lock out times, etc;
- Supports standard Internet security including, but not limited to Secure Socket Layers (SSL);
- Drill-down from any field to the analytical screen;
- Provides the ability to set up a security profile based on pre-defined job function/role;
- Allows the flow of work to be defined based on any data element or combination of data elements from initiation of a work queue item through various in-process, review, and approval activities (for all modules);
- Has the ability to re-direct an approval based on workflow rules and setup;
- Work queue items should allow for on-line modification based on user defined parameters;

- Work queue items should have the ability to be reassigned to another individual, work group and department;
- Ability to generate stagnant work notifications and/or escalate to the next approver in the queue;
- Ability to send a standardized and/or customized notification to a user explaining why the document was rejected or unapproved (with user and date information);
- Allows the viewing of workflow items by their status (pending approval, approved, rejected, etc.) in real time;
- Provides adequate levels of management review and approval throughout the system (this may include an automatic queuing or routing of transactions pending management approval);
- Provides the ability to establish approval based on user defined thresholds;
- Provide separate environments for production, quality assurance, testing and training;
- Provide a dedicated data conversion team to manage data conversion, develop and document data conversion requirements, and import data into new ReSPA Business Information System;
- Provide ability for users to configure workflows;
- Provide ability for users to configure screens
- Provide ability for users to configure the existent forms and templates of reporting to Budget Committee and Governing Board

## 6 Implementation schedule

Maximum period to complete the project is: 2 (two) years from the date of signing the contract.

Year	Enterprise resource planning (ERP)	Business Intelligence (BI)	Budget and planning (BP)	Document Management System (DMS)	Customer Relationship Management (CRM)	Procurement Management System (PMS)
1	✓			✓	✓	
2		✓	✓			✓

In the **first year** will be implemented:

1. Enterprise resource planning (**ERP**);
2. Document Management System (**DMS**);
3. Customer Relationship Management (**CRM**)

In the **second year** will be implemented:

4. Budget and planning (**BP**);
5. Procurement Management System (**PMS**);
6. Business Intelligence (**BI**);

### 6.1 Deadlines

The deadline for project implementation from the signing of the contract to the signing of acceptance test, i.e. the beginning of production use must be implemented “date from” / “date to” and scheduled for each module’s:

Year	No	Description	Date From	Date to
1	1	Enterprise resource planning ( <b>ERP</b> )	June 1 <sup>st</sup> , 2020	May 31 <sup>st</sup> , 2021
	2	Document Management System ( <b>DMS</b> )	June 1 <sup>st</sup> , 2020	May 31 <sup>st</sup> , 2021
	3	Customer Relationship Management ( <b>CRM</b> )	June 1 <sup>st</sup> , 2020	May 31 <sup>st</sup> , 2021
2	4	Budget and planning ( <b>BP</b> )	June 15 <sup>th</sup> , 2021	March 31 <sup>st</sup> , 2022
	5	Procurement Management System ( <b>PMS</b> )	July 1 <sup>st</sup> , 2021	March 31 <sup>st</sup> , 2022
	6	Business Intelligence ( <b>BI</b> )	July 15 <sup>th</sup> , 2021	March 31 <sup>st</sup> , 2022



## 7 Architecture

Server Installation (system's application level hardware and system's database level hardware).

- 1 Physical server with Virtual machines for application and database servers.

Application and Database servers

- All application and database servers will be virtual machines hosted on Physical server described.

OS and Database software

- Operating system and additional software should be included and dependable upon proposed software solution.

The bidder should include in the offer all needed Software licences for the architecture

### ***Web Client Workstation / Desktop***

#### ***Web Browsers***

- Microsoft Internet Explorer
- Mozilla Firefox
- Apple Safari
- Google Chrome
- Responsive design for mobile browsers

## 8 Warranty and System maintenance

The Bidder must submit a bid for realization of the entire project which includes the warranty period of a minimum of 24 months as of the day when the acceptance test is signed for each module (Enterprise resource planning (ERP), Business Intelligence (BI), Budget and planning (BP), Document management system (DMS), Customer Relationship Management (CRM), and Procurement management system (PMS)).

### 8.1.1 Guarantee and maintenance obligations

The contractor has obligation that the system will have guaranteed maintenance for a period of 2 years and will keep on with paid maintenance of at least additional 6 (six) years.

The contractor is obliged to update the software with all requirements if specified by law or legislation in the guarantee and in the maintenance period. The extra development required for this purpose in guarantee period will not be charged, and if the changes are

done in the maintenance period these will be charged according to the fees as specified in the price schedule.

All prices for paid maintenance and hourly fees for extra development should be stated in the initial offer.

#### 8.1.2 Cost estimates for future modifications

For all additional modules in the maintenance period, the contractor should send an offer with estimation of workload and apply the rate provided in the proposal and approved by the contract for the period of maintenance. The estimation should include specification of workload for the following resources:

- Project manager
- Business analyst
- IT architect
- SW developer
- Tester

#### 8.1.3 Maintenance tasks

In the warranty period, the selected Bidder must provide support to the system and its users and as a minimum the following:

- Fine-tuning, for improving system performance;
- Updating user manuals where necessary;
- Fixing of identified bugs;
- Upgrading of the platform products used (database and application server) in case of need for an upgrade to a new version, especially for security purposes;
- Requests for interventions must be submitted to the Bidder via email;
- Correction of noticed bugs (errors) in the delivered system;
- Changes in the system due to changes in the relevant legislation;
- Preventive supervision of system performances on the base and application level for the delivered system;
- Updating user instructions if the need for it is noticed;
- Repeated installation and setting of the system in the event of a breakdown;
- Counselling of system users with the aim of more efficient system use;
- Development of statistical reports based on user's requests approved by the project team;

- Bidder must provide user support to operate the system, remote and online assistance, support via phone or e-mail;
- Requests for intervention will be submitted to the producer via email;
- In the warranty period, the Bidder must provide free of charge 25 programmer hours per month for further custom-made upgrade of the system.

The Bidder must provide a bank guarantee for well-performed works. Bank guarantee should cover 10% of the value of the contract. Such guarantee should be valid until the completion of work.

## 9 Source Code

The Bidder will be the owner of the source code for all software modules that were produced during ReSPA Business Information System development.

During project implementation and warranty period the source code will be stored on a Bidder safe location, which means that the Bidder will have full control over it during validity period of the Contract on System Delivery.

Source code will not be in ReSPA ownership and should not be delivered from bidder side.

If the bidder ceases to exist as an entity or denies support for the software to ReSPA within the agreed period, ReSPA can access and use the stored Source code in a safe location to support its installation of the information system. ReSPA cannot sell the software or source code to third parties.

## 10 Non-Functional Requirements

Non-functional requirements play significant role in defining system architecture and are part of the technical specification.

### 10.1 Product requirements

#### 10.1.1 Installation and development

The contractor will deliver new versions periodically to realize the agile method of development.

#### 10.1.2 Usability requirements

The entire application must be web based where users will access with a standard web browser(s). It is a dynamic web site solution integrated with web services for interoperability with other internal and external systems. The application should be supported by the following browsers: Internet Explorer, Google Chrome, Mozilla Firefox and Safari.

## 10.2 External requirements

### 10.2.1 Administration Functions

An important consideration during the design of the system is customizing system parameters to the users. Duration, statuses, roles, responsibilities, associated object types etc, of certain business processes should not be hard coded, but specified externally (in the database for example) to avoid change in the code when change in the duration happens.

The system must enable the flexibility of creating user roles and assigning different roles to different user groups and also functionalities to specific users different from the user group the user is assigned to.

### 10.2.2 Documentation

The contractor must provide the beneficiaries user manuals, technical implementation specification and help functionality.

The user manuals should contain two chapters – the first one covers detailed description on how to achieve certain functionality and the second one covers detailed description on user interfaces, including all menus, drop down boxes, selection items forms etc. There should be separate manuals for different users.

The technical documentation gives detailed specification of realized software development and contains three chapters. The first chapter explains database model in details with E-R diagrams and SQL queries. The second chapter explains the classes and their functionality. The third one explains each page with its input, output and realization of business logic by classes and objects.

The help functionality is realized as web application and contains three parts. The first part covers hints how to realize certain functionality, the second explains menus and interfaces and the third is FAQ section with frequent questions and answers. There should be context dependent help.

### 10.2.3 Reporting

All reports must be exportable to multiple formats: PDF, MS Excel, CSV etc.

All reports must be configurable by advanced search functionality and customized by including: grouping, displayed fields, header footer, and other text fields.

### 10.3 Performance requirements

#### 10.3.1 Performance requirements

The installation will be capable to satisfy performance criteria. The maximum number of users is 20.

Maximum peak workload is estimated to all 20 users as peak number of simultaneous transactions.

Response time at maximum workload should be less than 5 seconds.

#### 10.3.2 Availability

The availability is measured on monthly basis and should be according to the following table:

Time	Availability	Max duration of unavailability
First 3 months	> 99,58%	< 3 h in working days
After 3 months	> 99,85%	< 1 h in working days

Time for upgrade and activities for maintenance and backup are not considered as system unavailability.

#### 10.3.3 Help desk

The contractor should realize help desk and automated web system for help desk where all bugs and malfunctions are registered. The help desk working time is from 8h until 17h. In this period the help desk is available via phone, and appropriate bug reporting web system.

There are four levels of help desk response:

- < 1h for critical problems;
- < 2h for urgent problems
- < 4h for high demanded problems
- < 16h for low demanding problems
- < 7 days for Non-urgent bug fixes

### 10.4 Standards and best practices

It is imperative that the system architecture, design and implementation comply with the industry standards. This section will outline some of the most important standards that are expected in the technical architecture of the system.

#### 10.4.1 Platform Independence

Platform independence means that the application can be accessed and used by web interface from a device using any operating system.

The bidders are not limited to this operating system and database, they can choose their platform, however in the price schedule they should also calculate all expenses for licensing those systems different from preferred for a period of at least 10 years and corresponding number of users.

The contractor should precisely specify development platform and hardware and software requirements in the proposal.

The solution can also be hosted on a virtual leased server, or as a cloud computing solution.

#### 10.4.2 Layered Architecture

This is common architectural pattern that decouples application layers and allows easier maintaining of these layers. Change in one layer should not cause change in other layers. All layers have well defined APIs that allow internal change of the code without affecting other layers. Also layered architecture promotes reusability. For example application business layer contains all business related APIs. These APIs are used from, let's say web-based user interface (UI) layer. If there is a need to develop another user interface that is not web-based, business layer can be directly reused by new non-web-based user interface layer. Another example is persistence layer. This layer should be on its own and not tied to any other layer. Usual mistake in the architecture is accessing data directly in the UI layer. The UI layer should be accessing the business layer, which in turn accesses database layer. This promotes reusability and flexibility. Loosely Coupled Components and Object-Orientation

Developing application with tightly coupled components means that change in one of the components would affect other components as well. This makes it difficult to maintain application and also makes difficult to reuse components. Building application with loosely coupled components means building components of the application that do not have hard dependencies on each other but rather communicate with each other. Change in one component should not affect other components and their relationship.

#### 10.4.3 Service-Oriented Architecture

Service-oriented architecture has been in use since introduction of web services and standardization in enterprise application architecture.

The idea behind service-oriented architecture is to expose system's services in a separate application layer that would be rather managed on its own then as part of the entire application. These services are not internal components and internal services used by the system itself, but services meant for communication with other systems, internal or external.

#### 10.4.4 Scalability

The solution should implement scalability option meaning that some of the transactions can be dedicated to other servers, or distribute the workload to cluster of servers.

#### 10.4.5 Database and business logic separation

The solution should clearly separate business logic from database organization. This will ensure data integrity and consistency of business rules in applications.

## 10.5 Interfaces

### 10.5.1 Interoperability

From the technical perspective interoperability between the system and other systems is very important, as it sets standards for interfacing, especially with an Accounting Biro and Audit companies. Standard to be followed will be the Extensible Markup Language (XML), which provides standard way of representing data. The standard for exchanging data should be a Web Service, a specification based on XML that allows data to be exchanged between different systems.

## 10.6 Other requirements

### 10.6.1 Source code

Beneficiary institutions cannot sell or distribute the software to third parties or institutions.

### 10.6.2 Guarantee validity

Guarantee is valid only if no changes are made to delivered solution. If the beneficiary changes the code then the contractor is no longer responsible for normal functioning of the code and performance of the system. In this case all services required by contractor in guarantee period are due to services fee as specified in price schedule.

### 10.6.3 Acceptance Testing

The acceptance test will be provided as functional testing (if the system satisfies all defined functions), validation (if the system corresponds to the project specification) and performance testing (if the system satisfies the non-functional requirements).

## 10.7 Safety Requirements

### 10.7.1 Safety

Safety within the system should be implemented on both hardware (including operating system) and application software level. Hardware level includes operating and system software support and automated daily file backup procedures to be started at 4h in the morning. A backup copy on other removable media is to be realized each Monday at 4h in the morning.

Application software backup procedures will be started daily at 5h in the morning. They include synchronisation mechanism with backup system.

### 10.7.2 Security

Security within the system should be implemented using standard authentication and authorization mechanisms (login/password and digital signature).

Internal users will have access to the system via internal network (Intranet). Users and their roles will be defined and stored in the data storage (database). When accessing the system user will be prompted for credentials (token or user id and password). The system will support usage of cards with chips and/or digital signatures.

### 10.7.3 Error Handling

The system must enable self recovery from errors and detailed error handling. Every error in the system must be logged for administrator review and enable emailing capabilities to the administrator in these cases.

Application functionality should degrade gracefully in case of errors, connection problems with other internal systems, external systems etc.

### 10.7.4 Disaster Recovery

Records and information managed and stored by the system must be available to users at all times. Information entered into the system cannot be lost and the system must be able to recover from unexpected disasters. Information is stored on a database. It is expected that full recovery mechanism is in place if the database goes down. The disaster recovery mechanism must be able to recover from failure of both of database and application recovery.

Database backups and file system backups are usual procedures to assure recovery from disaster, and they usually happen during the slow times of using the system (could be 05h in the morning). Log of all transactions must be kept and the system should have the option to recover from stored backup and logs of finished transactions after the last back up. The primary location for each implementation (total 6 implementations are required) is to be provided by the beneficiary institution, along with the back-up location.

The system should also use mirror backup server and storage mechanism ReSPA provides backup system. Approach of backing up information using mirror storage assumes installing equipment at two available sites.

The minimum acceptable disaster recovery solution requires the system to be fully functional within 24 hours of a disaster, All finished transactions that happen after last backup should also be recovered with a maximum permissible loss of 5%.

As the network capacity between the primary and secondary (back-up) sites permits, it will be possible to copy the transaction data over the network to the back-up installation at regular intervals throughout the working day.

## SECTION 2.

### 11 Document Management System (DMS)

The DMS software provides the following requirements:

#### 11.1 CLIENT

- Web Client: Access to your documents from anywhere, no client software Installation required;
- User interface using AJAX;



- Works with most popular browsers;
- Preview multimedia files;
- Preview files: Microsoft Office, Libre Office, PDF, etc;
- Web Administration;
- Drag & drop (files or documents) from computer to browser.

## 11.2 OCR

- Support OCR;

## 11.3 DOCUMENT SHARING

- Share documents using email, directly from Document Management Software;
- Easily email documents or secured links to documents that are stored in the Document Management Software. Documents can be emailed directly to team members, partners, bidders, or customers;
- When sending files, it is important to send the file in a manner that allows other users to access the information while keeping sensitive data safe;
- DMS allows users to share documents as email attachment (less secure as anyone can open the documents who have received the email) or as a web-link;
- Role-based security for restricted access to documents;
- Shareable links that allow you to send files to external parties, such as clients or customers;
- Track details of which document is shared, to whom, by whom, how and at when.

## 11.4 EMAIL

- Collecting email from an IMAP, POP3;
- Configuring User Account;
- Import text, HTML and attachments;
- Capture of metadata.

### 11.5 SMS NOTIFICATION TO MOBILE PHONE

(optionally- requires external provider fee SMS cost for this services)

- Send SMS announcements directly from app;
- Receive SMS notification on Workflow finish;
- Receive SMS on urgent document.

### 11.6 REAL TIME COLLABORATE TOOLS

- Chat;

### 11.7 MAILING LIST

- Integrated mailing list;
- Send any document from system to predefined mailing lists.

### 11.8 ANTIVIRUS

- Virus-scanning of all uploaded documents.

### 11.9 DIGITAL SIGNATURE CLIENT

- Sign (digital signature) documents.

### 11.10 DOCUMENT SEARCHING

- Create full-text searchable documents. When content is searchable, users are not limited to searching on just its file name, user can find information by searching on any text in the document.

### 11.11 DOCUMENT MANAGEMENT

- Bulk upload documents using ZIP files;
- Download folders as ZIP files;
- Lock /Unlock documents;
- Manage Favorites;
- Select the default start-up folder;
- Support for document templates;

- Personal documents for each user;
- Recycle Bin;
- Event notification by email (when changes occur);
- Send document URL via e-mail;
- Send document as email attachment;
- Notes on documents;
- Messaging (share queries / subscriptions / send messages to users);
- Chat Service;
- Extraction of metadata from documents;
- Unique document identifier;
- User Tags;
- Categorization;
- Staple (documents / folders / emails);
- Watermark on documents (text or image);
- Extraction of keywords;
- Operation with multiple files;
- Expiration of documents.

#### 11.12 DOCUMENT VIEWER (VIEW DOCUMENTS ONLINE)

- The built-in Document viewer, allow users to see an image of any document without the need to have the native software installed on their computer;
- View industry standard documents right within your web-browser.

##### *Document viewer features*

- MS Office family;
- Open Office family;
- PDF;
- Sound and video;
- Images;
- View industry standard documents right within your web-browser.

### 11.13 VERSION CONTROL

Document version control software should provide: check in/checkout ability preventing documents from being overwritten or deleted as documents are updated by more than one party. All versions of a document are maintained by the document management software.

The version control features of DMS ensure you always have access to the latest and most updated version of a document. It's easy to see what has changed, who did it and when the change was made, so you don't have to worry about out-of-date documents or manually sorting through multiple versions.

Version control eliminates the need for ad-hoc naming conventions to manage file versions, such as appending a date or user name to a file. Users no longer need to remember to manually version documents.

#### *Version control features*

- Based on the model check-in / check-out;
- Add comments to versions;
- Access to previous versions of the document;
- Restore previous versions of the document;
- Allows history compaction to free up space;
- Group Properties (Metadata);
- Administrator or user can add own groups to the system properties (metadata);
- Supports various formats: inputs, simple lists, multiple selection lists, and text areas;
- Let's you sort the position of how metadata appears in the user interface.

### 11.14 DASHBOARD

- User view (document edited, locked, unloaded, signed, last modified, last uploaded).
- Overview (documents most viewed/modified, the last week/month last uploaded, last modified).
- View workflow.
- Status per each workflow (based on user privileges).
- DMS notification and alerts.
- Calendar integration.

- View email (new mail and attachments).
- Cloud document search and navigation.
- RSS Feed.

## 11.15 WORKFLOW

Workflow tries to eliminate the deficiencies associated with a complex business process. It automates the management of activities and distribution of tasks to different entities. It monitors and schedules tasks over the life of a process. Each task can have an associated content in the form of document, information, issues, tasks, work orders bug/defect and reports. It has an inbuilt time mechanism which makes notification and escalation of tasks very efficient.

### 11.15.1 Workflow integration

Currently all working procedures in the ReSPA are described as manual procedures and there is need to be fully automated in new information system. Procedures exist for the following things:

- Procedure for Procurement of Services for Participants/Experts of Training / Networking Events;
- Procedure for payment and validation of invoices;
- Warehouse operating procedure;
- Rules for Hiring Trainers and Experts.
- Procedure for Hiring Translators and Interpreters;
- Procedure for Utilities and General Expenses;
- Procedure for Procurement of Visibility Material;
- Procedure for Procurement of Other Supplies and Services.

These procedures should be integrated and fully automated into the DMS (like workflows) and also into other software modules in the ReSPA information systems (Enterprise resource planning, Budget and planning, Procurement Management System, Business Intelligence).

The procedures are described in detail and are an integral part of this tender.

#### *Workflow system features*

- Create workflows;
- Provide ability for users to configure workflows;
- Workflow for review, approval, validation;

- Support for serial and parallel workflows;
- Assign tasks to groups or users;
- From the dashboard can monitor workflow tasks, status and process;
- Workflow integration with other ReSPA Business Information System modules;
- Configurable mail or SMS messages notification;
- Automatic workflow execution based on folder or folder type;
- Supports role-based workflow levels (different user, same security level) to execute approvals on behalf of another user;
- Changes to the workflow approval path do not affect the underlying item being processed;
- Workflow items that are in-process are able to be inquired upon by any individual within the approval path;
- End users have an individual workflow-driven work queues;
- Automated e-mail notification for specific events and/or intervals;
- Inquire on open approval items in a workflow approval path by department or by organizational changes/ service changes;
- Permits easy modification of workflows by end user departments in the event of temporary process changes (requires proper security).

#### 11.16 TASK MANAGER

- Create tasks;
- Assign, control or complete tasks;
- Manage status and projects related with tasks;
- Configurable mail message notifications;
- Sync tasks with user mobile devices.

#### 11.17 CALENDAR

- Create tasks;
- Move or change task duration;
- Month, week and daily view;

- Sync calendar with user mobile devices;
- Calendar integration with other ReSPA Business Information System modules.

## 11.18 SUBSCRIPTIONS & NOTIFICATIONS

### *Instant Notifications to changes*

Users can subscribe to document classes of interest and can receive automatic notification via registered email address, in the case of any modifications or specified events.

DMS allows users to subscribe to and to be notified of edits to documents or changes to document classes they have subscribed to. When an existing document is updated or a document is added to a document class, the user receives email notification that the change has occurred, who has changed it, and receives a secure link to directly access the document class

### *Notification events*

- Document is added;
- Document is edited;
- New version of the document is added;
- Document is deleted;
- Document is marked as expired;
- Document is expiring in 7 days;
- Workflow start and stop.

### *Task Lists*

- Use the tasks list to assign a task to a member of your team;
- Specify its due date and priority and indicate its status and progress;
- View all tasks or a selection of tasks, such as just those tasks assigned to user;
- Use Tasks List to keep track of things that needed.

### *Event Lists -Post important information*

- Use an events list to post information about dates that are important for team;
- Add, edit or delete events using the Event List;

- Events are published directly on workspace of the users.

#### *Discussion Boards*

- Discussion boards provide a forum for conversing about topics that interest your team. For example, power user could create a discussion board for team members to propose and discuss team activities;
- Set up discussion boards to share information and discuss topics with other people.

### 11.19 LOCALIZATION

#### *Document Sets -Find all related documents in single click*

- Creation and manage multi-document work items with Document Sets. Document Set is a group of related documents that can be managed as a single entity;
- Users can prepare for meetings and presentation with Document Sets;
- Add documents from various document classes and get access to all the documents required for meeting/presentation/project in a single click;
- Group all related documents in single structure;
- Add and remove documents from a Document Set;
- Create multiple document sets and add documents in single click.

### 11.20 DOCUMENT HOTLINKS

#### Link documents for logical grouping:

- Document to document linking builds parent or child relationships between documents and allows users to link and organize documents in logical groups;
- Document Hotlinks provides the ability to create document short-cuts to documents frequently needed. Document Hotlink allows users to quickly organize documents into logical groups based on the context of the document compared to others in the system;
- Document to document linking maintains a parent-child relationship between the documents;



- For example, Administrators can hot-link "Purchase Orders" to "Invoices" to see all invoices related to a particular purchase order.

### 11.21 SEARCH ENGINE

Search and retrieve documents instantly using integrated document search technology in DMS. Find what user need using Full-text and meta-data Based search.

The document management software allows users to save simple or advanced search queries as Saved Searches.

Full-text document searches on content or on any selection of meta-data returns immediate document search results. Search criteria can include everything from document indexes or meta-data information to document id and file type.

*Search features:*

- Full-text search the content of electronic documents (Microsoft Word, Excel, Power point), PDFs, OCR content from scanned documents;
- Save custom searches so that they can be re-used, and share saved searches with others;
- Searches ordered by relevance;
- Searches using group properties (metadata);
- Allows storing queries;
- Search based on a hierarchical directory structure;
- Select the search objects, folders, emails or documents;
- Allows user to use tags to find documents;
- Allows use metadata to locate documents;
- Choice of simple and advanced search;
- Allows sorting of the results according to various criteria;
- Download Options or go to the location of a document from the results view;
- Push news service (based on user queries).

### 11.22 RECYCLE BIN

Delete or Restore documents in single click.

DMS must be equipped with Recycle Bin facilities. Administrators can easily view and restore the documents deleted by the users in a single click using the Recycle Bin module. Documents which are deleted by users from document hit-list and documents which are expired are available in the Recycle Bin of document management system.

Administrators can also restore documents which are marked as expired using this feature of the system.

Documents in the Recycle Bin remain there until user decides to permanently delete them from system or restore it back for use.

### 11.23 SECURITY & ACCESS CONTROL

- Robust and flexible document security adds confidence that all information in repositories is secure and accessible only to those who are authorized;
- Maintain data with complete flexibility to manage authentication credentials and to grant privileges on a user, group or role basis;
- Document encryption is supported for business processes involving sensitive information.

#### *Access Control features*

- Users access only documents that administrators want them to access;
- Simple and easy to use ACL;
- List of granular access control;
- Flexibility in choice of inheritance of access control lists;
- Security and user roles;
- Permissions on folders and documents;
- Record of every user operation;
- Support for SSL communications.

### 11.24 DETAILED AUDIT REPORTS

At any time, system administrators can review comprehensive system audit reports containing precise and detailed information about all domain activity and resource usage. Trace every system event or operation to its exact origin to ensure strict compliance with regulatory standards.

An audit trail logging a complete record of history is maintained in DMS and a detailed log in for each and every document can track all events that have occurred on that document.

The audit history includes events as identifying users who have viewed a document, what notes were recorded during a check-in process, information about approvals, what annotations and mark ups are done and more.

#### *Available Reports*

- Document Access History;
- Document Class Access History;
- User Access History.

### *Administration*

- Full user audit (trace log). All user operations are recorded and stored in a database;
- Show logged users;
- Unlock and remove documents published;
- View the repository;
- Detailed activity log;
- Import documents / folders from the file system;
- Export the repository file system;
- Managing the workflow;
- Reports;
- View configuration settings;
- User quota;
- User Profiles (functions for which a user can access);
- Task Scheduler (scheduler).

### 11.25 POSSIBILITY OF INTEGRATION

- Full integration with ReSPA Business Information System;
- Documents can be linked in all software forms in other modules where there is a need to display or import them;
- Data capture and document processing software;
- 2D barcode reader;
- With third application using Rest;
- Possibility of integration with other systems through web services.

## 12 Enterprise resource planning (ERP)

Enterprise resource planning (ERP) is business management software that allows an organization to use a system of integrated applications to manage the business. ERP software integrates all facets of core business processes in real-time.

ERP systems should produce accurate, complete, and authorized information that is supportable and timely.

ERP software will include software services that will communicate with other applications and exchange data in ReSPA Business Information System

These business activities can include module:

- General ledger;
- Payroll;
- Human resources management
- Fixed assets;
- Inventory management;
- Fleet management;
- Cash desk;
- Monitoring of contracts.

### 12.1 GENERAL LEDGER

The General Ledger system should be integrated with other subsystems (modules) to provide centralized, real-time information to all users. Financial statements can be prepared on a full accrual and budgetary bases of accounting.

Financial applications support maintaining financials on a cash and budgetary basis of accounting on a daily basis with the ability to convert the financial information to a full accrual basis of accounting at fiscal year-end or another point in time.

The system should allow for the setup of a hierarchical account structure to allow for grouping or rollup of departments and accounts (chart of accounts) for General Ledger reporting compliant with the IPSAS transition requirements, Result Based Management and reporting in this manner. The system should be maintained to always incorporate the most recent changes to generally accepted accounting principles.

The system should allow processing in the current period, future periods and previous periods:

- The system should allow for the setup of user defined month-end posting restrictions to allow each month to be defined as open or closed;
- The system should allow for the setup of user defined posting restrictions to allow each month to be defined as current and/or future periods;
- Allow administrators the ability to override blocks so they can post back to previously closed months, if necessary;
- The system should provide for recurring journal entry templates which can be used to create a journal entry with the same accounts and other transactions compliant with the IPSAS requirement and correlation of Program/operational activities and financial reporting;
- The system should provide for automated monthly and year end closing entries for review prior to posting;
- Approve general ledger transactions through two approval paths, prior to posting;
- The system should allow for the setup of multiple seed numbers for journals. This would allow different numbering conventions to be used for different types of journal entries, which would facilitate reporting and inquiring based on these groups;
- Drill down to the lowest level;
- Drill down to a supporting scanned document;
- Automatically reverse journal entries that are identified as "reversing" journal entries;
- Ability to automatically post General Ledger entries from the other modules.

Accommodate the following correction options, at a minimum, prior to posting:

- Delete the journal entry only if it has not been posted;
- Change/edit the journal entry only if it has not been posted;
- Suspend the transaction without posting for later handling.

Accommodate the following correction or adjustment options, if journal has been posted:

- Do not permit ability to delete a posted journal entry;

- Allow ability to fully reverse posted journal entry;
- Allow ability to copy and edit a posted journal entry for corrections or adjustment;
- Require the same approval controls on reversing entries and the correction or adjustment entries as the original journal entries.
- Reference the original entry that is being corrected by this entry, by number;
- The system should provide an audit trail or corrections or adjustments. The system should retain the data within the batch/journal so it can be reposted, if necessary;
- Allow for having an error file where unposted transactions are stored for research and editing;
- The system should provide the ability to run reports/inquiries with the option of including unposted transactions;
- Provide for budget control by checking available funds before posting;
- The system should provide the ability to associate each transaction with a user name/user number, job number, entry date and time, posting/effective date and period;
- The system should provide the ability to automatically generate accrual reversal entries for posting to the next accounting period or to a user defined period;
- The system should provide the ability to warn users of errors on-line before posting (account code, budget allowance, duplicate journal entry number, debit/credits do not balance, cross-fund entries, etc);
- Tie revenues to expenditures in the same fiscal period for designated funds, grants and/or project;
- All transactions should be debit/credit balanced by fund, grant and/or project.

The system should have the ability to automatically produce a journal entry based upon user defined rules and calculations:

- Support multiple cost allocation methods;

- For allocation of indirect costs, fringe costs, space costs, interdepartmental costs or other costs;
- For pooled operating cash and/or pooled investment interest allocation based on average daily cash balance or other chart of accounts criteria compliant with the IPSAS requirement and correlation of Program/operational activities and financial reporting;
- Accommodate non-receivable revenues (i.e., interdepartmental cost allocations);
- The system should provide a free form text field on journal entries that allows for ample space to include a several sentence description;
- Interactive query capabilities available at the user level on field level detail;
- Use effective dating when adding or deleting accounts. (activate / deactivate);
- Maintains history of changes in status to accounts;
- The system should be able to maintain a history of all changes made to accounts and departments (not only the latest change);
- Maintains audit trail for changes in status to accounts;
- Tracks chart-of-accounts structure changes (e.g. departmental changes) from fiscal year to fiscal year;
- Validates entries based upon the account status within the effective date range;
- Drill-down from any field to the analytical screen.

Ability to designate each general ledger account by a user-definable "account type" as follows:

- Asset account;
- Liability account;
- Fund equity account;
- Budget account (summarizes budget basis transactions such as encumbrances and actual expenditure activity that would impact the authorized appropriation);

- Revenue account;
- Project Account;
- Grant Account;
- Expense and expenditure account;
- Sub-accounts available for all account types, compliant with the IPSAS requirement and correlation of Program/operational activities and financial reporting;
- Other Financing Sources;
- Other Financing Uses;
- Other user-defined fields;
- Create numeric and alphanumeric account numbers;
- Associate a free-form text field with each account to capture details;
- Allow the user to look up the chart of accounts on screen, compliant with the IPSAS requirement and correlation of Program/operational activities and financial reporting.

Bidder should provide default data within journal fields:

- Fiscal Year;
- Auto complete function for individual fields;
- Today's date, account number, business partner, document date, fund, grant and/or project, debit, credit, description filed, reference number...etc;
- Allow for 'copying and pasting' of data into the journal entry form;
- Require narrative description at the line item level;
- Require narrative description at the journal header level;
- Narrative description is editable as the transaction progresses through a work flow approval process, (Maintaining history of changes and not permitting changes once entry is posted);
- Associate digitized image files to the journal entry record via a web link pointer;
- Ability to attach scanned document as support for journal entries and available to view by users;



- Validate field values within the journal entry screen;
- Allow for holding a period or fiscal year open indefinitely before closing;
- Allow more than one accounting period to be open;
- Allow more than one fiscal year to be open;
- Provide the ability to define the number of reporting periods within a fiscal year. This would allow for the separation of unique periods for balance forward entries, audit required adjustments, and other special closing entries;
- Limit the ability to postdate transactions;
- Allow adjustments at any point during the closing period;
- Produce ad hoc reports on screen and in hard copy;
- Export reports to popular desktop applications (word, excel, pdf);
- The system should have the ability to report for any selected time period (monthly, quarterly, multi-year, prior year, etc.) that is defined by the user;
- The system should allow for the development of customized reports to meet the client's specific reporting requirements.

Producing the following reports:

- Account history;
- Detailed transaction journal;
- Budget transfers journal;
- Budget to Actual Expenditures (for any user-defined date or period range);
- Cash Transfers List;
- Budget to Actual Revenue Estimates (for any user-defined date or period range);
- Department Budget (including both actual and budgeted amounts) for any user-defined date or period range;
- Statement of Fund Balance (and associated activity);
- General ledger cards;
- Traffic by account numbers;
- Closing balance;

- Profit and loss statement;
- Trial Balance;
- Balance Sheet;
- Cash Flow Statement (for any user-defined date or period range);
- Chart of Accounts, compliant with the in already developed IPSAS transition requirements and correlation of Program/operational activities and financial reporting;
- Payroll transactions (at the transaction level) and ability to restrict report to transactions that exceed the appropriation amount;
- Analytics cards (analytics cards, business partner's specification, review credit and debit orders, open items specification, balance specification), compliant with the in already developed IPSAS transition requirements and correlation of Program/operational activities and financial reporting;
- Audit history of user defined fields and change history;
- The system should provide the ability to support trial or pre-closes with the ability to generate supporting financial reports;
- The system should provide the ability to close books and prepare complete financial statements for any month-end, quarter-end, and/or year-end;
- The system should provide the ability to perform consolidation and eliminations necessary to prepare entity-wide financial statements;
- The system should allow reports to be generated based on any user defined selection criteria, compliant with the in already developed IPSAS transition requirements and correlation of Program/operational activities and financial reporting;
- They system should provide the ability to report variances between actual and forecasted budget cash balances (euro and percentage);
- The system should allow for the creation of comparison reports in order to compare one month's balances to another or to compare one year's balances to another;
- The system should allow for reports to be run by department, regardless of whether the activity resides in multiple funds;

- The system should allow for reports to be run by department, providing details on grants and projects within each fund;
- Ability to include fee rates to be charged against disbursements;
- The system should have the ability to run a utility to change old accounts to new accounts, including the update of all historical transactions. The ability to inquire and/or view all historical transactions should still be available;
- The system should have the ability to maintain active and archived files that can be accessed easily online (scanned documents, attachments, etc...);
- The system should allow the user to view the future impact to the organizational structure before making any actual change that would impact it;
- Drill-down from any field to the analytical screen, compliant with the in already developed IPSAS transition requirements and correlation of Program/operational activities and financial reporting;
- The system should have built-in safeguards to ensure subsidiary accounts are always in balance to G/L control accounts.

## 12.2 PAYROLL

The Payroll module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users. This payroll module must be independent and integrated with human resources and general ledger module.

*Type of payroll calculation:*

- Regular work;
- Contracted wages;
- Transportation;
- Overtime;
- Sick leave;
- Stimulus;
- Deductions;
- Severance pay;
- Maternity leave;

- Holiday;
- Night work;
- Holidays;
- Duty;
- Attendance;
- Service contract-employed;
- Service contract-unemployed;
- The board of director's resident;
- The board of directors nonresident,...etc

#### *Suspension*

- Suspension (percentage and fixed amount);
- Loan fee (fixed amount).

#### *Reports for state*

- IOPPD;
- xml IOPPD ;
- OPP-ND;
- M-4;
- M-12;
- Statistical report for Montenegrin Statistical Office.

#### *Payroll reports:*

- Payroll analytics (per month and year) on synthetic level;
- Payroll analytics (per month and year) on analytic level;
- Report per type of calculation;
- Reports for bank for payment (analytic level).

#### *Payroll Scheduling and Posting to General Ledger*

- Ability to automatic post payroll from payroll module to general ledger;
- Ability to schedule on and off cycle payrolls;

- Ability to process and produce payroll in a timely manner so that actual hours and leave, not estimates, can be included in relevant payroll calculations for the entire pay period for all county agencies;
- Ability to run "mini-payrolls" in order to issue employee paychecks (including termination pay) on demand, as needed in certain situations (e.g., corrections, underpayments,...etc);
- Ability to run multiple payrolls on the same day;
- Ability to simulate payroll (in the production environment) without generating actual payroll transactions;
- Payroll per month are locked in payroll module, when they posted into the general ledger.

#### *User Defined*

- Ability to create multiple definitions of pay cycles and pay periods;
- Ability to identify an earning type (e.g., flat amount, percentage, rate, hours);
- Ability to specify the calculation method of a pay event (or component of pay);
- Ability to accommodate definitions of an unlimited number of deduction codes, effectively dated, prioritizes and calculates deductions;
- Ability to specify to what mandatory and voluntary deductions an earning is subject to;
- Ability to restrict use of an earning based on certain user defined criteria;
- Ability to process deduction reversal;
- Ability to process employee career development;
- Monitoring employee leaves;
- Monitoring vacation leaves;
- Ability to include start dates, stop dates and/or limit amounts ("goal amounts") on deductions to allow them to automatically begin or end and the ability to adjust such deductions partially or in full and have the "goal amount" reflect the year to date deduction balance;
- Ability to allow for up to a designated number of deductions per employee

- Ability to allow employees to change selected deductions an unlimited number of times per year;
- Ability to mass load information on any employee into HR;
- Ability to generate payments based on salary, hours, days, and other units of measure (e.g., per session rates, per-diem rates);
- Ability to pay employees with varying hourly rates within a pay period (e.g., per diem employees);
- Drill down to the lowest level;
- Drill down to a supporting scanned document;
- Ability to process multiple checks for an employee;
- Ability to tracking systematization of work-posts;
- Ability to tracking employee qualifications structure;
- Ability to pay employees who are "active" for only part of the pay period (due to Leave of Absence or if they were hired mid-period) by automatically paying the employee for the number of hours or days at the pro-rated appropriate old and new rates.

### 12.3 HUMAN RESOURCE

The human resource module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users.

#### *User Defined*

- Ability to record staff personnel with all necessary information (biodata and general data);
- Personal files (link to DMS) -diplomas, certificates, additional skills..etc
- Ability to record multiple employment actions containing the same effective date;
- Ability to view who deleted/expunged an action and why it was done;
- Ability to track progressive discipline;
- Ability to link or cross-reference related grievances;
- Ability to limit data changes to final grievance decisions based on security roles;

- Ability to maintain history;
- Ability to identify and support multiple concurrent job assignments for an employee;
- Ability to associate job titles to a career progression of job titles in a series and relate job title codes to job series and career path;
- Ability to maintain educational information for an employee including language skills, proficiencies, etc;
- Ability to identify the funding source for an employee and capture multiple funding sources for split-funded employees;
- Ability to charge labor expenses to a grant or project number
- Ability to maintain a standard set of codes used to evaluate arbitrators
- Ability to tie recruitment actions to vacant positions;
- Allow system to establish unique ID in applicant record;
- Ability to create and edit job postings;
- Ability to view basic active employee data;
- Ability to maintain employee exit interview data;
- Ability to interface with the ID card system that maintains employee photos and badges to associate the appropriate personnel information;
- Ability to track various employee types;
- Ability to track Employee career development;
- Ability to track vacation leaves;
- Ability to maintain multiple salary schedules and other required fields for specific job titles;
- Ability to automatically set minimum and maximum values for salary on positions;
- Ability to identify minimum and maximum salary ranges;
- Ability to analyze overtime versus the cost of a new hire;
- Ability to provide restrictions regarding accrued vacation and sick leave;
- Ability to limit annual vacation / sick carry-over;
- HR analytic form and report;
- Systematization of work-posts report;

- Employee qualifications structure report;
- Ability to tracking employment agreement;
- Drill down to the lowest level;
- Drill down to a supporting scanned document;
- Reports must be parameter specific (as of a date, for the period, for an organizational unit, etc.);
- The possibility of searching (grid on form) each column for multiple parameters. The possibility of exporting the same filtered data in report;
- Enable data validation in fields on forms.

#### 12.4 ACCOUNTS PAYABLE

The Accounts Payable module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users and ability to provide workflow throughout all modules/applications.

The system should allow:

- Support table driven edit rules (requiring approval and authorizations) for payment eligibility and processing, including:
  - Level of authorization based upon amount of payment and position;
  - Identifiers that direct approval authorizations to defined list/schedules;
  - Level of authorization based upon user defined list/schedules;
  - Grant restrictions by expenditure type;
  - Other User Defined functionalities which are precisely described in ReSPA manuals procedures;
  - Automatically liquidate an encumbrance when the invoice is entered for payment;
  - Establish accounts payable accrual once the encumbrance is relieved;
  - Process transactions with FX Client banking application integration (FX API) <http://www.emon24.net>.
- Approve partial or full batches of payments against invoices;
- Prohibit transactions with insufficient appropriation;



- Prohibit transactions with insufficient cash balance to support remittance of the payment;
- Supports advance payment to vendors, booked to an asset account;
- Track payment history at the contract (or Purchase Order) level;
- Tracks advance payment balance;
- The possibility of searching (grid on form) each column for multiple parameters. The possibility of exporting the same filtered data in report.
- Enable data validation in fields on forms;
- Drill-down from any field to the analytical screen.

Workflow approvers to include:

- Integration of working procedures which are precisely described in ReSPA manuals procedures;
- Track retainage withheld at the contract level.

Accumulate and report data by:

- Calendar year;
- Fiscal year;
- Quarter;
- User-defined time period;
- Group Bank Codes;
- Provide a complete audit trail of transactions passed from accounts payable. Must have an audit trail for transactions related to record changes within Account Payable module;
- Track disbursements by expense account;
- Ability to scan (through DMS) and attach documentation to transactions and permit viewing during all steps in the payment process.

## 12.5 ACCOUNTS RECEIVABLE

The Accounts Receivable module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users and ability to provide workflow throughout all modules/applications.

The system should allow:

- Ability to maintain a master customer file;
- Ability to establish default account distributions for each receivable;
- Ability to electronically invoice customers;
- Ability to capture expenditure data for billing purposes;
- Ability to provide true balance per customer at any point in time;
- FX Client banking application integration (FX API) <http://www.emon24.net>
- Projecting cash flow of receipts based on historical data by accounts receivable type;
- Sorting and displaying accounts receivable in a prescribed aging format;
- Ability to receive and record bank statement;
- Transfers for customer payments with automatic entry to the associated account;
- Ability to notify specific users if receivables go unpaid for user-defined period of time;
- Ability to generate notices/letters to non-paying customers;
- Interactive query capabilities available at the user level on field level detail;
- User Defined functionalities which are precisely described in ReSPA manuals procedures;
- Ability to list receivables written off with the appropriate accounting entry;
- Ability to accommodate automatic reconciliation to the bank;
- Ability to optionally generate a dunning letter or notify a user according to user-specified criteria regarding aging and payment history;
- The possibility of searching (grid on form) each column for multiple parameters. The possibility of exporting the same filtered data in report;
- Enable data validation in fields on forms;
- Drill-down from any field to the analytical screen.

Ability to process aging of receivables:

- Ability to support extended payment terms and adjust the aging to reflect the new term;

- Provide the ability to review customer aging and other statistics (such as last payment date, etc.);
- Allows users to define aging categories (e.g., current, 30,60,90 days);
- Receivables write-off list;
- Department invoice aging report, by customer;
- Open invoices;
- Open deferred revenue items;
- Access the customer master by a portion of the customer name.

Workflow approvers to include:

- Integration of working procedures which are precisely described in ReSPA manuals procedures.

## 12.6 FIXED ASSETS

The Fixed Asset module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users and ability to provide workflow throughout all modules/applications.

Purchasing module must automatically create a fixed asset "shell" for accounts:

- Land;
- Construction in progress;
- Building;
- Building Improvements;
- Vehicles;
- Equipment;
- Furniture and fixtures.

Asset should include:

- Record assets data and link with DMS;
- Record assets into various acquisition categories based upon a table of definitions;
- Active status;

- No active status;
- Surplus status;
- Leased, not owned;
- Disposed status;
- Destroyed status;
- Missing status;
- Donated status;
- Bar code;
- Maintain accountability and reporting of fixed assets;
- Capture the market value of an individual asset;
- Characterize an asset as purchased by grant funding (separate field);
- Assets analytical reports;
- The possibility of searching (grid on form) each column for multiple parameters. The possibility of exporting the same filtered data in report
- Enable data validation in fields on forms;
- Drill-down from any field to the analytical screen.

Allow the use of the following depreciation characteristics at a minimum:

- Calculation depreciation per day/month/period/year;
- Applied to all assets;
- Provide a useful life in whole year's value;
- Depreciate based upon defined asset categories;
- Useful life of an asset to change;
- Track the status of an asset with a record of each status change;
- Attach documentation of asset surplus authorization to the asset record;
- Generate a physical listing of all assets by department, location, or other user-defined category;
- Transfer an asset between location and department;
- Initiate transfers at the Department level;
- "Flag" an asset as "available for use" to support a query by a department with need;

- Provide workflow for the approval of transfers;
- Drill-down from any field within the Fixed Assets screen.

Base on keeping charts of accounts in fix assets settings, system should enabled automatically transfer journal entry records to general ledger.

## 12.7 INVENTORY MODULE

The Inventory module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users and ability to provide workflow throughout all modules/applications.

Inventory module should establish, maintain, adjust and delete inventory stock item records in real time, maintain history of all activity by user and by date/time for, capture, report, and use demand history to drive re-order points.

Allow for electronic approval (detailed entry) for inventory:

- Receipts;
- Disposals;
- Issues;
- Returns to stock.

Track the following information in a base inventory record with the following fields:

- Item name;
- Text description;
- Issuance unit of measure;
- Input calculation;
- Unit cost;
- Calculation of purchase price;
- Average price (calculated value);
- Minimum stock;
- Maximum stock limit;
- Issued year-to-date;
- Commodity code;
- Sub Commodity Code;

- Controlled items;
- Bar code;
- Defining warehouse;
- Item category code;
- Processing of quantities;
- Financial processing;
- Shelf life or expiration date;
- Text field for miscellaneous entry;
- Other user defined functionalities which are precisely described in ReSPA manuals procedures;
- Drill-down from any field to the analytical screen;
- Possibility of issuing material supplies for the ReSPA employee:
  - Interpretation at training and events;
  - Information materials;
  - Visibility, promotional and stationary materials..etc;
- Automatically update inventory on-order information at the time that a requisition is created.
- The possibility of searching (grid on form) each column for multiple parameters. The possibility of exporting the same filtered data in report;
- Enable data validation in fields on forms;
- Drill-down from any field to the analytical screen;
- Drill down to the lowest level;
- Drill down to a supporting scanned document;
- Inventory adjustment capabilities with proper approval levels.

Provide the following inventory costing method:

- Rolling average.

Produce the following reports by user selected criteria:

- Inventory Count report;
- Usage year-to-date or user defined period;

- Inventory Item List by user selected fields;
- Provide inventory detail and summary reports sequenced by location;
- Generate a transaction listing, by item, over a defined date range;
- Issuing material supplies for the ReSPA employee 's;
- Provide issuances by project;
- Provide issuances by segment of the organization;
- Invoices;
- Pro forma invoices;
- Module must have entry and exit reporting;
- Reports should allow parameter setting (warehouse, articles, from date to date, balance of warehouse stock).

Base on entry and exit documents and keeping charts of accounts in Inventory module settings, system should enabled automatically transfer journal entry records to general ledger.

## 12.8 FLEET MANAGEMENT

The Fleet Management module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users and ability to provide workflow throughout all modules/applications.

Track the following information's:

- Provide a unique table to track and inventory all vehicles such as cars;
- Identity which maintenance cost center is responsible for vehicle;
- View open request, open work orders, closed work orders and histories from vehicle window;
- Classify vehicles by type and sub-type from user-defined lookup table of types;
- Provide the ability to store and print unlimited digital photos of a vehicle linked to a vehicle record;
- Track warranty information;
- Maintain detailed work histories;
- Link an unlimited number of documents to a specific vehicle record;

- Provide several dozen user-definable fields for each vehicle type to be used at the discretion of the user;
- View open work orders and closed work orders written against a vehicle from the vehicle record window;
- Establish trip standards;
- Maintain an expense table to track all expense involved in the renting of a vehicle;
- Provide a table to set national holidays;
- Support automatic work order creation upon the return of a vehicle;
- The possibility of searching (grid on form) each column for multiple parameters. The possibility of exporting the same filtered data in report
- Enable data validation in fields on forms;
- Drill down to the lowest level;
- Drill down to a supporting scanned document;
- The system should have the ability to maintain active and archived files that can be accessed easily online (DMS scanned documents, attachments, etc...)

### *Fuel Management*

- It is possible to capture and edit manually recorded fuel dispensing transactions;
- A perpetual inventory of fuel (diesel, regular) at each site is maintained;
- The system supports the ability to handle multiple fuel types;
- Additional fuel types and fuel units of measure may be established and tracked;
- Billing;
- Partial billings, allowing a work order to stay open but billing the using division for labor hours completed, sublet repairs completed, and parts issued as of the billing date is supported;
- The system supports different terms for leased equipment;
- Special charges or adjustments can be entered for billing purposes, and an audit trail must be provided;



- Internal billing via journal entry and external billing via invoice generation is supported;
- System supports charging using divisions for insurance
- Ability to monitor fuel usage in total or by vehicle
- An audit list of these charges per piece of equipment can be produced on a monthly basis.

### *Security*

- Application includes a multilevel security system which can be applied by user logon identification code to specific portions of modules within the total system;
- Application, file, and field level security is available, as is field value level security;
- Reporting
  - The system includes parameter driven standard reports and queries;
  - The system includes an intuitive report/query generation tool;
  - The “report generator” supports creation of ad hoc reports;
  - The system supports on-line report preview;
  - The system must support the ability to download data into a PC for data manipulation;
  - Replacement modeling reports exist or can be developed;
  - Daily Work Order Summary Report includes Parts, Labor, and Sublets;
  - System provides the ability to capture/calculate operating cost on a per kilometer basis;
  - Report available of uptime percentage by type within general purpose, special purpose.

### 12.9 CASH DESK

The cash desk module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users and ability to provide workflow throughout all modules/applications.

The system should track and calculate the following information's:

- Travel orders;
- Travel bills;
- Deposits / Withdrawals;
- Deposits / Withdrawals reports;
- Perdiems for ReSPA employees;
- Per diem for training participants;
- Produces a cash balance by cash report;
- Entry and processing of cashier journal;
- Daily recapitulation;
- Produces a cash balance by grant / project report / event description / training and events;
- The possibility of searching (grid on form) each column for multiple parameters. The possibility of exporting the same filtered data in report;
- Enable data validation in fields on forms;
- Drill-down from any field to the analytic screen;
- Drill down to a supporting scanned document;
- Automatic creating of end of day cashier journal on the basis of recorded booking entries;
- For each line of a cash receipt, the system should allow for the entry of the project, grant, work order, and/or task number for notation or posting to those systems;
- The system should support scanning documents;

Base on keeping charts of accounts in cash desk module settings, system should have enabled automatic account allocation and entry in the general ledger.

#### 12.10 MONITORING OF CONTRACTS

The contract module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users and ability to provide workflow throughout all modules/applications.

The contract module should integrate user defined workflow functionalities which are precisely described in ReSPA manuals procedures.

Monitoring of contracts module must:

- Keep all records for contracts;
- Be able to define annexes to a contract and allow for instant examination of the contract financial cards;
- Include a repository of documents which can be stored in different categories for each type of contract;
- Notify users when changes are required based on business rules and include approval workflows to finalize contracts;
- Notify users if there is a money overdraft;
- Track and monitor the contract creation and delivery process;
- Manage throughout the entire contract lifecycle;
- Key features include automated alerts, customization and collaboration tools and the possibility of searching (grid on form) each column for multiple parameters. The possibility of exporting the same filtered data in report;
- Integrations with other modules in ReSPA Business Information System;
- Users must manage contracts and vendor information, track workloads, monitors risk and store documents;
- Module must provide a personalized dashboard (key metrics, contract activity, workflow task reminders and upcoming milestones and obligations);
- A central archive stores all contract-related documents that can be filtered or searched using custom fields;
- Enable data validation in fields on forms;
- Drill down to the lowest level;
- Drill down to a supporting scanned document.

The application must also have the following reports:

- Overview of all contracts;
- Individual contract card;
- Office management vendors;

- Basically, every contract category;
- Contracts with a delay in implementation;
- Overview of all contracts (with all partners);
- Overview of all contracts (with an individual partner);
- Real-time statistics.

## 13 Budget and planning (BP)

The budget and planning module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users and ability to provide workflow throughout all modules/applications.

The system should allow the following things:

- Users who have privileges can access, to enter, approve and modify budget information;
- The system can track the process of approvals and modifications;
- The system should provide the ability to track original and amended budgeted amounts by line;
- The system can access all expenditure and revenue line items currently in use by the financial system;
- Forecast and planning current year budget;
- Possibility to planning detail event plan budget;
- The system can support multiple budget/forecast scenarios over multiple years and save them as budget/forecast versions;
- The system should provide the ability to keep multiple budget years open at the same time;
- The system should provide the ability to make mass adjustments to multiple budget line items at once;
- The system should be able to assign unique identifiers for budget transfers;
- The system should allow the same employee to be budgeted to multiple account codes;
- The system should allow users to view current year- to- date or a user defined range;
- Drill down to the lowest level;
- Drill down to a supporting scanned document.

Tracks performance measures at the following levels:

- ReSPA Institution goal level;
- Department goal level;

- Project level;
- Program level;
- Event level.

Provides a facility for attaching substantial narrative information to:

- Decision packages;
- Department budgetary submission;
- The system should track the following in relation to budget changes:
  - Who requested the change;
  - Type of change;
  - Reason for change;
  - Original value and Amended value;
  - Approval date;
  - Other.
- Create budget relationships (e.g., salary changes automatically adjust benefits and vice versa).

Supports the following types of budgets:

- ReSPA organization view:
  - Vertical (department grouping of common functions);
  - Interactive query capabilities available at the user level on field level detail,
  - Division;
  - Grant number;
  - Program;
  - Project;
- Financial view:
  - Fund type (e.g., operating);
  - Fund;
  - Appropriation unit;
  - Line Item.
- Planning view:

- Multi-year Capital Plan;
- Multi-year Financial Plan;
- Revenue Planning;
- Ad hoc views.
- The system accepts entry of budget requests at all organizational levels based on user authorization;
- The system must prohibit multiple users from updating the same record simultaneously;
- The system must prevent department level users from updating budget information after it has been submitted;
- Users can review budget baseline and actual.

System must produce budget worksheet information:

- Current Year Original Budget;
- Current Year Adjusted Budget;
- Current Year Projected;
- Current year's actual financial results;
- Current year's actual financial results for the last closed period;
- Next Year's Budget;
- Next Two or Three Years Budget;
- Forecast and planning current year budget.

The system must to provide the ability to perform the following operations online with the proper security authorization:

- Add or delete the number of positions;
- Reclassification of positions at a user-defined point in time;
- Transfer of positions at a user specified time between organizational units, departments, projects, programs, grants, etc. and maintains the historical and audit trail information of the change;
- Modify filled/vacant status;
- The system should be able to review multiple versions of budget online with proper security authority;

- The system should be able to group account numbers for internal and external reporting purposes;
- The system should be able to merge other module data into budget reports (e.g., budgeted and actual positions).

The system should provide the ability to electronically route the following while maintaining a complete audit trail:

- Budgets for approval. The approver should be able to make changes to the budget;
- Proposed budgetary transfers/changes;
- The system should provide the ability to setup and apply budgetary controls at any level of the account structure (by line item), as established in the chart of accounts;
- The system should provide the ability to summarize budgets based on account attributes (groupings) that are built into the account structure in the General Ledger and Project Ledger;
- The system should allow a feature to turn on a system warning or a block when a user attempts to enter a transaction that exceeds the available funds in the budget. This should be available for each stage of budget checking (requisition, purchase order, invoice, etc);
- The system should allow authorized users the ability to establish a tolerance percentage or any other user defined constraint before the over-budget condition is blocked or warned;
- The system should allow for the definition of security that restricts the access, creation and/or approval of specific budgets to authorized users. Security should be provided at the functional and database level.

The system should provide standard and customized budget reports. At a minimum, the standard reporting should provide the ability to:

- Run reports based on date range (user defined, fiscal year, etc);
- Develop exception reports or criteria-driven reports;
- Drill down to the lowest level;



- Drill down to a supporting scanned document;
- Develop statistical budget information to allow research and analysis;
- Ability to export of data to apportionment spreadsheets (Excel).

## 14 Procurement Management System (PMS)

The procurement management system module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users and ability to provide workflow throughout all modules/applications.

Currently all procedures for procurement in the ReSPA are described as manual procedures and there is need to be fully automated in new procurement management system and also into other software modules in the ReSPA information systems.

In addition to enhancing and automating the procurement process, the procurement module must have the follow feature and requirements:

- Ability to create procurement plan based on cost;
- Ability to create an original purchase order based on need, inputted from appropriate personnel;
- Ability to link procurement plan to budget;
- Support diverse procurement method (eg. by tender, direct purchase and framework contracting...etc);
- Online approvals;
- Provides real time information's;
- Ability to verify a purchase order with line items to be completed by a vendor;
- Ability to keep record of all commitments and allow the viewing of workflow items by their status (pending approval, approved, rejected, etc.) in real time;
- Ability that system should provide data availability and data analysis facility;
- The system should provide full integration into ReSPA business information system;
- Ability to automate electronic purchase-order transmission;
- Ability to maintain an inventory of goods sufficient to prevent spot shortages;

- Ability to execute financial and inventory-related transactions as materials arrive;
- The system should provide monitor approval process, revisions and purchase orders to ensure proper cost control;
- Ensure proper resource allocation with real time information visibility;
- Ability to submit a pending purchase order to appropriate personnel for approval or rejection;
- Ability to override/reallocate budget for items not or under budgeted;
- Ability to generate multiple purchase orders from one requisition;
- Ability to support vendor registration and performance review;
- Ability to gather data and analyze trends to maximize or improve profitability;
- Ability to generate one purchase order from multiple requisition and vice versa;
- Ability to automatically route requisition and orders to personnel for approval;
- Ability to generate reminders to confirm recent purchase orders (or confirm recent cancellations);
- Allow cancellation of commitment with authorization and reasons;
- Ability to print purchase orders;
- Support online approval;
- Ability to maintain history;
- Allow partial acceptance of items based on quantity;
- Ability to review current status of requisitions;
- Ability to print purchase orders;
- Ability to update stocks and/fixed assets register after receiving;
- Ability to print reports to meet a range of needs;
- The possibility of searching (grid on form) each column for multiple parameters;
- The possibility of exporting the same filtered data in report;
- Enable data validation in fields on forms;

- Drill down to the lowest level;
- Drill down to a supporting scanned document;
- Special charges or adjustments can be entered for procurement purposes, and an audit trail must be provided;
- The system supports on-line report preview;
- The system includes parameter driven standard reports and queries;
- The system must support the ability to export and download data into a PC for data manipulation;
- The system must support overview and track of all procurement status;
- Ability to record audit trail for all data updates and specified data retrievals. Audit trail data includes date/time, user id and what was changed or queried;
- Has the ability to report attempts by unauthorized users to use the system;
- The system should track the use of the system by authorized users.

### *Reports*

- Reports should allow parameter setting;
- The system should allow users to view current year- to- date or a user defined range;
- The system should track who generated the report; date/time history.

## 15 Business Intelligence (BI)

The business intelligence module should be integrated with other subsystems (modules) to provide centralized, real-time information to all users and ability to provide workflow throughout all modules/applications.

Business Intelligence (BI) refers to the tools, technologies, applications and practices used to collect, integrate, analyse, and present an organization's raw data in order to create insightful and actionable business information.

The system should contain the following functionalities:

- The system must integrate multiple business modules such as: Enterprise Resource Planning (ERP), Document Management System (DMS) and Budget and planning (BP);

- Ability to create combined data and analyze all relevant information on one platform only;
- Ability to create optimizing internal business processes;
- The system must present real-time data from ERP, DMS and BP in Business Intelligence (BI) grids on form;
- Ability to create increasing operational efficiency;
- The system must contain multidimensional aggregation and allocation;
- The system must easy to use and to don't require any specialized IT expertise for ReSPA users;
- The system must have advanced and customized dashboard capabilities that helps users monitor and analyze data;
- Ability to assist in optimizing current operations;
- The system must be capable of handling huge data volumes without errors;
- Ability to have advanced reporting;
- Ability to bring together data from multiple sources and to create a single report for a complete view;
- Ability to have more accurate reporting, analysis or planning;
- Ability to increased competitive advantage;
- Ability to drag and drop to create interactive dashboards with advanced visual analytics;
- Ability to drill down to the lowest level;
- Ability to spotting business problems that need to be addressed;
- ReSPA users should be able to access relevant, informative data quickly, and from whichever tool seems appropriate to them;
- The system must contain powerful search and browse functionality;
- Key features include automated alerts, customization and collaboration tools and the possibility of searching (grid on form) each column for multiple parameters. The possibility of exporting the same filtered data in report;
- Ad - hoc reporting: perform what-if analysis;

- The system must have cube definition, like a data structure that allows fast analysis of data according to the multiple dimensions that define a business problem;
- Crossover functionality;
- Data visualization and data communication;
- Re-orient reports or analyses according to different, multidimensional perspectives;
- Ability to contain intuitive interface;
- Ability to the reduced need for multiple clicking;
- Ability to exploring results by dragging attributes to the sections of the grid for rows, columns or filters;
- Faster and more collaborative decision making;
- Ability to more accountability, with visibility into key performance indicators;
- Real-time reporting with analytical alert;
- Ability to go through business data sources in order to collect needed data;
- Ability to convert business data to information and present appropriately;
- Ability to quickly perform ad hoc analyses;
- Ability to help users view a data slice from different viewpoints and improves reporting capabilities;
- The system must contain budgeting and forecasting in advanced cube definitions;
- Ability to allow users to create high-level financial and operational plans based on past performances and future goals;
- Ability to centralize data models and metrics for a comprehensive representation of the business needs;
- Ability to enable users to securely access and explore data;
- Empower key decision-makers to quickly find answers to predictive and statistical questions;
- Ability to view, analyze, and act on data;
- Ability to load own data and analyze it from any angle.

## 16 Customer Relationship Management (CRM)

Customer relationship management (CRM) is an approach to manage an organization's interaction with current and potential customers and collaborators. It uses data analysis about customers' history with an organization to improve business relationships with customers. Customer relationship management (CRM) is a technology for managing all the organizations relationships and interactions with customers and potential customers and collaborators. The goal is simple: Improve business relationships. A CRM system helps companies stay connected to customers, streamline processes. A CRM system is usually a tool that helps with contact management, productivity, and more. A CRM solution helps focus on the organization's relationships with individual people — including customers, service users, colleagues, or suppliers — throughout the lifecycle with them, including finding new partners, winning new projects, and providing support and additional services throughout the relationship.

The basic CRM system will allow ReSPA to manage the dataset of contact information of experts and their contributions and collaborations to date. Also, ReSPA will be able to keep track of all contacts in various ministries and other public administration officials and employees of its founding member countries that have been through various training seminars and schools organized by ReSPA.

The basic CRM system will store information on all personal and legal entities that it has collaborated with in exchanging expertise as well as training. This data can be utilized for follow up studies and analysis, repeated use of an expert, offering new tutorials to previous training attendees etc.

Also, data for entities that have had a joint project proposal prepared with ReSPA can be stored.

# SECTION 3

## 17 ONLINE REGISTRATION on ReSPA EVENTS CALENDAR

When a user registers on some event on a ReSPA website he/she must enter the following information:

### *Personal Info*

- Title;
- Surname (as in passport);
- First name (as in passport);
- Passport/ID number;
- Date of birth.

### *Work Info*

- Current position;
- Years of experience;
- Institution/ Organization (full name of Institution);
- Department.

### *Contact Info*

- ReSPA members and other;
- Postal code;
- Town;
- Work address (street and number);
- Work phone;
- Mobile phone;
- Email address.

### *Language Skills*

- English language skills
  - Basic (interpretation required);
  - Intermediate/advanced (interpretation not required).

### *Travel Information*

- (Travel by plane, Travel by car, Travel by taxi).

### *Relevance of Participation*

- Job duties (related to the topic);
- Motivation.

### *Follow Up*

- Dissemination of the presentations received during the event to the coworkers;
- Writing of the report from the event and its distribution among coworkers;

- Conducting the presentation to the coworkers in an organized meeting;
- Other planned activities, please explain.

*Approval Letter*

- Yes
- No

The system should automatically transfer these data into the database, when registering an external participant for a seminar (these data will be used to cover expenses), due to further recording and data processing.

Existing registration form (ReSPA web site) should be supplemented with the booking room’s functionalities as part of a complete system. This job must work together with a www.enigma.ba which has been created and maintained ReSPA website.

## 18 EVALUATION OF PROPOSALS

The evaluation team shall review and evaluate Technical and Financial Proposal on the basis of their responsiveness to the Terms of Reference and other documentation provided:

Evaluation team shall review and rating		Score in %	Points
1	Technical Proposal	80 %	80
2	Financial Proposal	20 %	20
<b>Total score:</b>		<b>100%</b>	<b>100</b>

### 1. Summary of Technical Proposal Evaluation Forms:

Criteria		Score in %	Points
1	Experience	20 %	20
2	Proposed staff	20 %	20
3	Methodology	15 %	15
4	Approach	15 %	15
5	Implementation plan	15 %	15
6	Training	15 %	15
<b>Total score:</b>		<b>100 %</b>	<b>100</b>

Proposals evaluated with total average points below 75 will be considered that have not satisfied the Technical requirements and may not be subject of financial evaluation, as per PRAG provisions



## 2. Summary of Financial Proposal Evaluation Forms:

Criteria		Score in %	Points
1	Quality-Based	30 %	30
2	Fixed-Budget: best technical proposal within the budget	70 %	70
<b>Total score:</b>		<b>100 %</b>	<b>100</b>

### Financial Proposal analytics:

Year	No	Deliverables from TOR	Percentage of Total Price	Price EUR (All Inclusive)
1	1	Enterprise resource planning (ERP)		
	2	Document Management System (DMS)		
	3	Customer Relationship Management (CRM)		
	4	Participation of the Audit Company		
2	1	Budget and planning (BP)		
	2	Procurement Management System (PMS)		
	3	Business Intelligence (BI)		
	4	Participation of the Audit Company		
TOTAL:			100%	

1. The best quality/price ratio is established by weighing technical quality against price on an 80/20 basis. Technical proposal points : total technical proposal points x 80
2. Financial proposal points : (total lowest bid price/ total current bid price) x 20

**Total proposal points: 1+2= ((total technical proposal points x 80)) + ((total lowest bid price/ total current bid price) x 20)**

# ATTACHMENTS

Currently all working procedures in the ReSPA are described as manual PDF procedures:

- Procedure for Procurement of Services for Participants/Experts of Training / Networking Events.
- Procedure for payment and validation of invoices.
- Warehouse operating procedure.
- Rules for Hiring Trainers and Experts.
- Procedure for Hiring Translators and Interpreters.

- Procedure for Utilities and General Expenses.
- Procedure for Procurement of Visibility Material.
- Procedure for Procurement of Other Supplies and Services.

Business Intelligence (BI) module should be integrated with template:

- Business Intelligence Overview.xls  
*(with worksheet: budget implementation and plan, event plan overview, shares - thematic area, activity plan by thematic areas, cash forecast, detail event plan budget)*
- Bio
- Activity plan EC Grant
- Activity plan GB
- Tabular GB Overview
- Calendar Shares
- Semiannual plan
- Cash flow forecast
- Budget -EC Overview
- Database 2016-2019

*In case of need for additional explanation for the preparation of the reports, which should be implemented in the BI module, the qualified team from ReSPA during contract implementation will provide all the necessary information's through the SKYPE call, or any other mutually agreed on line communication methods*

Regional School of Public Administration (ReSPA)	Page 1 of 10
Procedure for Procurement of Services for Participants/ Experts of Training/ Networking Events	PR- 04
Programme Activities	Version V-01

## Procedure for Procurement of Services for Participants/Experts of Training/Networking Events

Author	Ernst & Young Belgrade	Number: PR-04
Supervisor		
Procedure approved by		Version: V-01
Effective date		
Process owner	Programme Activities	

### Document revision overview

No.	Version No.	Changes initiated by	Revision date	Revised by
1.				
2.				
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Regional School of Public Administration (ReSPA)	Page 2 of 10
Procedure for Procurement of Services for Participants/ Experts of Training/ Networking Events	PR- 04
Programme Activities	Version V-01

## 1. PURPOSE AND SCOPE

This procedure shall apply for procurement of services for participants/experts who are involved in ReSPA activities as trainings/networking events. Based on the Programme of Work, ReSPA's activities are being planned beforehand and in accordance with available resources.

Our recommendation is that the process of procurement of services for participants/experts should be closed 15 days before the actual date of the program activity. The registration platform – online application online must be closed for all potential participants and experts 15 days before the program activity date. This means that no participant/expert will be able to register after this period. We believe that this period of 15 days is necessary in order to keep control over the procurement process, and ultimately to ensure operations in accordance with sound financial management for all expenses related to arrangements for participants/experts.

## 2. DEFINITIONS AND ABBREVIATIONS

### 2.1. Definitions

**PARTICIPANTS** – Public Administration representatives from all Members of ReSPA who participate in ReSPA's training activities/events in order to improve regional co-operation, promote shared learning and support the development of public administration.

**EXPERTS** - Specialists who have high level of knowledge and practice in the area of public administration and act as trainers.

**LIAISON OFFICERS** – National administration officers who provide contacts with stakeholders at national level, who are responsible to provide certain number of participants from each Member countries and should be involve in selection of participants and communication inputs.

**APPLICANT** - Refer to participants, experts, trainers, lecturers, liaison officers, advisory board members and interpreters

### 2.2. Abbreviations

**PM:** Programme Manager

**PA:** Programme Assistant

**PMC:** Programme Manager – Coordinator

**OFM:** Operations and Finance Manager

**FA:** Financial Assistant

### 3. FORMS

#### 1. Online registration form



ReSPA\_On-line  
application.xlsx

#### 2. Travel costs specification/ Purchase order



ReSPA\_Travel costs  
specification.xlsx

#### 3. Daily allowance specification/Purchase order



ReSPA\_Daily  
allowance.xlsx

#### 4. Accommodation and meals specification/Purchase order



ReSPA\_Accommodati  
on and meals.xlsx

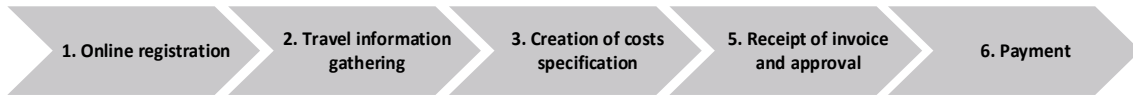
Form number	Form name	Description	Authorization
F-04-01	Online registration form	Online registration form is used for participants, experts, liaison officers, interpreters and Advisory Board Members who are obliged to submit application for specific training. Applicants are asked to choose from a list purpose of travel, then available trainings which include information about place and training timeline. Then, they need to submit personal data, such as name and surname, passport number, organization and relevant experience, address, contact and bank account details, language skills. Ultimately, they need to choose whether to travel by plane or by car and to explain a relevance of participation.	Online registration form is filled by participants and experts for each ReSPA event after its announcement. Deadline for registration is 15 calendar days prior the event.
F-04-2	Travel costs specification	Travel costs specification is being filled out on the basis of the report delivered by travel agency. Based on the predefined list of available flights for the destination, travel agency will contact each participant and agree exact flight time.  On specification, PA imports information on training, date and place where it will be held, as well as budget code. Flight information and related expenses should be entered on the basis of report delivered by travel agency. In travel costs specification should be other applicants information, such as passport number, departure location, expense type, currency and amount. These information are submitted for each applicant. There are two separate forms: <ul style="list-style-type: none"> <li>Participants form</li> <li>Experts/Trainers/Lecturers/Liaison Officers, Advisory</li> </ul>	The document is created by the Programme Assistant and sent to the PM, CPA or Director depending on the specification amount. Verification shall be performed by the following actors:  When contract does not exist: <ul style="list-style-type: none"> <li>PM =&lt; 2.500 EUR</li> <li>PMC/OFM &gt;2.500 and &lt;= 10.000 EUR</li> <li>Director &gt; 10.000 EUR ,&lt;150.000</li> </ul>

Form number	Form name	Description	Authorization
		<p>Board Member and Interpreters form</p> <p>On the online application during the registration, applicant should choose purpose of travel and based on that different forms of travel costs will be generate. After exporting file from application, PA should fulfil separate form for participants and other applicants.</p> <p>Also, for the applicants who travel by car, Programme Assistant needs to calculate fuel and other costs per km.</p>	<p>When contract exists:</p> <ul style="list-style-type: none"> <li>• PM &lt; 5.000 EUR</li> <li>• PMC &gt;5.000 &lt;= 15.000 EUR</li> <li>• Director &gt; 15.000 EUR &lt;150.000 EUR</li> </ul>
F-04-3	Daily allowance specification	<p>Daily allowance specification contains information on specific training, date and place where it will be held, as well as budget code. Programme Assistant imports applicant personal data, such as passport number, country and account details. Then, on the basis of the travel agency's report data, PA calculates days of stay for each participant and belonging amount of daily allowance/ per diem.</p> <p>This specification also includes visa costs and car expenses (provided by Travel costs specification).</p> <p>In case of any deductions or additional costs, this specification allows the PM to import such data.</p>	<p>The document is created by the Programme Assistant and sent to the PM, PMC or Director depending on the specification amount. The specification shall be approved by the following actors:</p> <ul style="list-style-type: none"> <li>• PM =&lt; 2.5000 EUR</li> <li>• PMC &gt;2.500 and &lt;= 10.000 EUR</li> <li>• Director &gt; 10.000 EUR&lt;150.000 EUR</li> </ul> <p>Ultimately, this report is submitted to the FA to perform payments.</p>
F-04-4	Accommodation and meals specification	<p>Accommodation and meals specification contains information on specific training, date and place where it will be held, as well as budget code. Programme Assistant imports applicant personal data, such as passport number and country. Based on the days of stay calculated earlier, PA imports accommodation, meals and venue costs for each of the participant/expert individually. If needed, additional column is provided. Based on this document, invoice for services performed in ReSPA Campus should be generated and linked.</p>	<p>The document is created by the Programme Assistant and sent to the PM, CPA or Director depending on the specification amount. The document shall be approved by the following actors:</p> <p>When contract does not exist:</p> <ul style="list-style-type: none"> <li>• PM =&lt; 2.500 EUR</li> <li>• PMC &gt;2.500 and &lt;= 10.000 EUR</li> <li>• Director &gt; 10.000 EUR &lt;150.000 EUR</li> </ul> <p>When contract exists:</p> <ul style="list-style-type: none"> <li>• PM &lt; 5.000 EUR</li> <li>• PMC &gt;5.000 &lt;= 15.000 EUR</li> <li>• Director &gt; 15.000 EUR&lt;150.000 EUR</li> </ul>

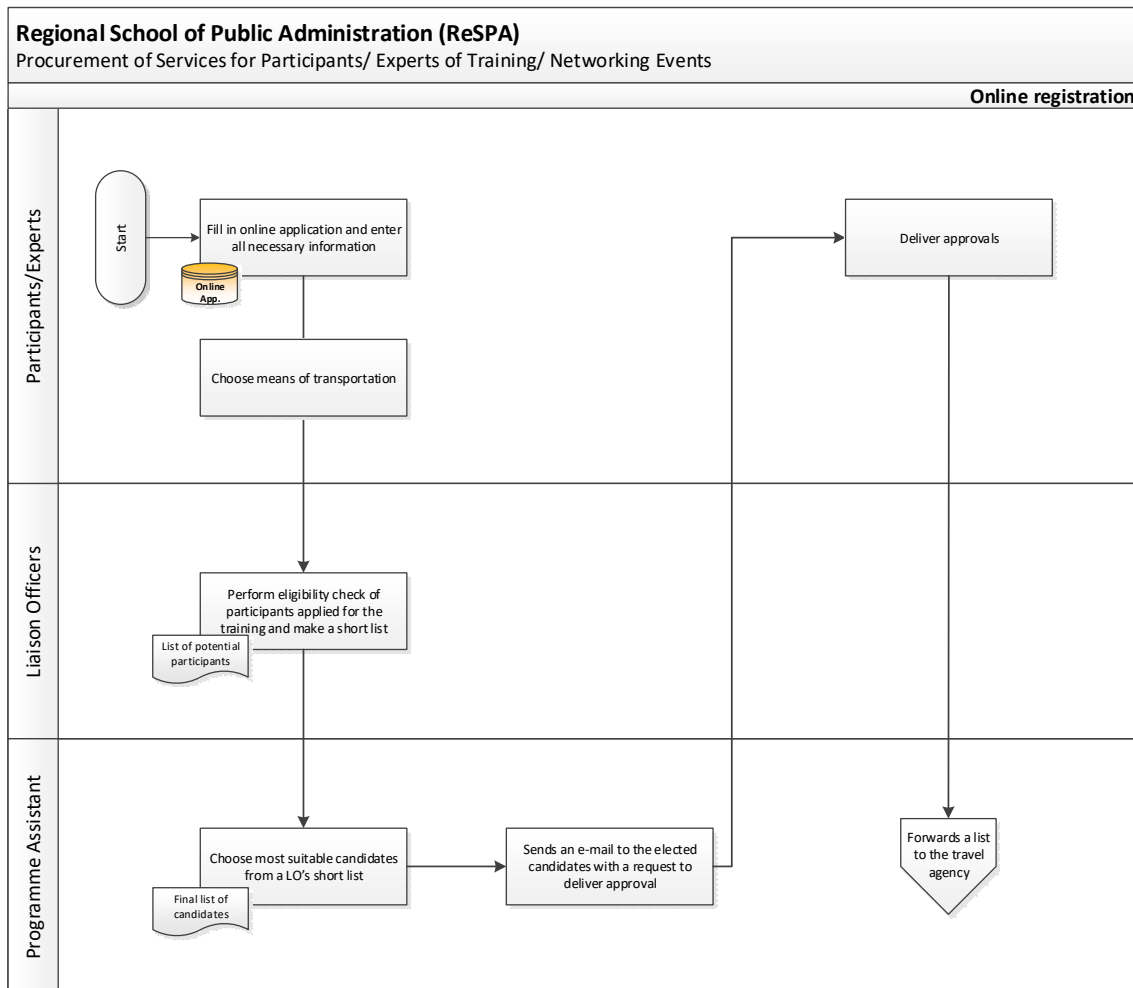
#### 4. INTERNAL RELATED DOCUMENTS

1. Financial Regulation
2. Staff Regulation
3. Travel Rules for ReSPA's participants and experts
4. Financial Circuit Procedure

## 5. PROCEDURE FOR PROCUREMENT OF SERVICES FOR PARTICIPANTS/EXPERTS OF TRAINING/NETWORKING EVENTS



### 5.1. Online registration



#### 5.1.1. Filling in online application

All participants and experts are required to fill in online application in order to provide personal data, such as name and surname, passport number, name of an organization and relevant experience, contact and bank account information. This is the first step for the applicants based on which the most suitable candidates will be

chosen by LO in the first place, and PA in the second. Also, candidates need to choose the training for which they apply and means of transportation, so the ReSPA could organize their stay.

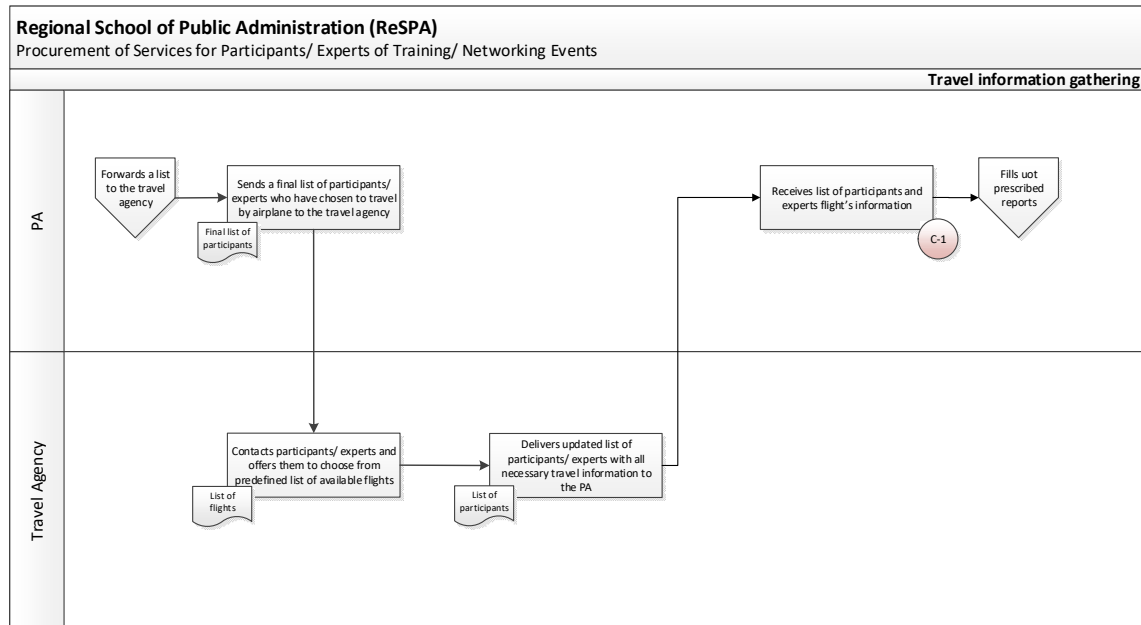
### 5.1.2. Eligibility check

For each training/networking event Liaison Officers perform eligibility check of applied participants, and submit a list of potential participants and experts to the Programme Assistant who then performs additional checks for each of them. This step is required in order to ensure that only participants and experts qualified for specific public administration area take part in training activities. PM will endorse proposed list of participants.

### 5.1.3. E-mail notification and approval

Once the criteria for participation are met, PA sends an e-mail to the selected participants (the applicants have to confirm the authorisation by superior by filling yes/no in the electronic system for application). After that, PA delivers a list of participants confirmed with PM, who have chosen to travel by plane, so the travel agency could contact them and agree travel details. In case of high cost tickets PA has to get approval from PM before he/she confirms the flight details.,

## 5.2. Travel information gathering



### 5.2.1. Travel agency contacts participants/experts

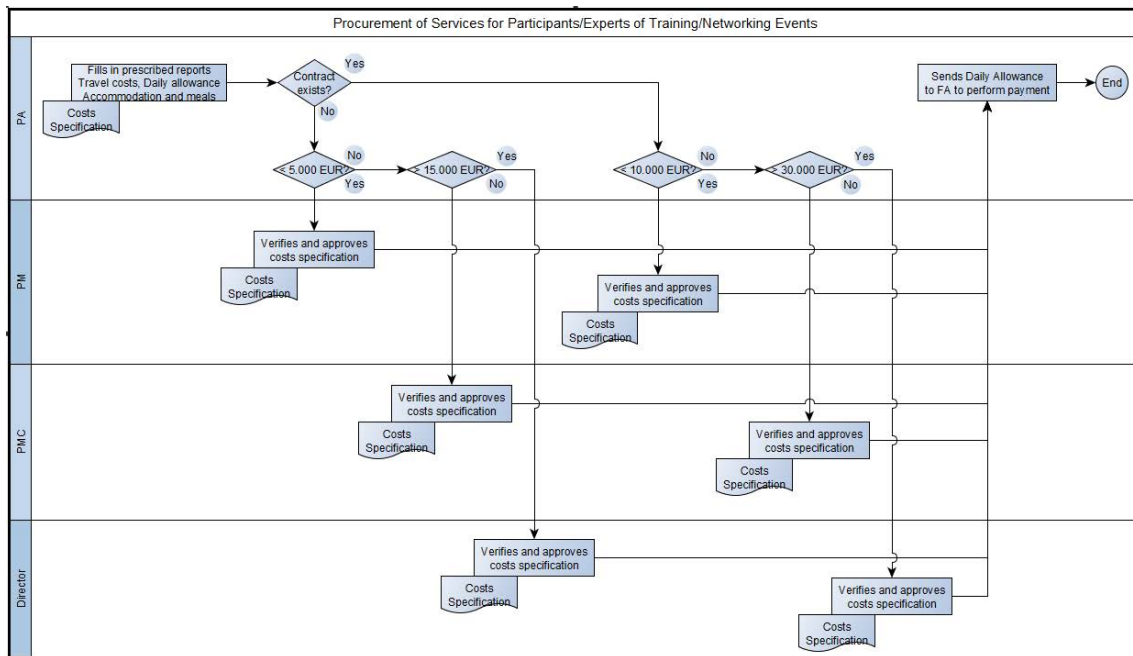
Our recommendation is to make a framework agreement with a travel agency, either for the exact period of the grant or for one year with the possibility of renewal, or any other option as decided by ReSPA. Therefore, once the PA has all necessary information imported in EDOPS, he/she will pursue the process by contacting the travel agency whose task is to contact participants and experts, and offer them to choose from predefined list of available flights. In accordance with the Draft Travel Rules for ReSPA's participants and experts, the travel to the event venue takes place one day before the start of the event, whereas the return travel is undertaken on the last event day when possible. Travel by plane is allowed if the distance between the place of travel and the place of an event is equal or more than 301km. The flight should not start before 7am and the arrival at the destination should not be after 11pm, when possible.



### 5.2.2. Travel agency delivers updated list of participants/experts

Once the participants and experts have chosen the exact flight time, travel agency will submit a report on this information to the Programme Assistant so he/she could make a Travel costs specification.

### 5.3. Creation of costs specification



#### 5.3.1. Programme Assistant fills in prescribed reports

Once the PA collects all needed information from online application and external travel agency, he will create three additional reports - Travel costs specification, Daily allowance specification and Accommodation and meals specification (these are described in detail in the section “Forms”). Reports are required in order to keep record of all costs per one training systematically, including travel costs, daily allowance and visa costs, as well as accommodation, meals and venue costs. There are two types of these forms, one for participants and the other for experts/trainers/lecturers/Liaison officers and interpreters. This will allow ReSPA a detail costs control.

Based on daily allowance specification FA should perform payments of per diems to participants and other applicants. These payments should be in advance for training abroad, while for those performed in ReSPA payments may be made later. It is important in order to have efficient internal control model to perform all payments of per diems through bank account. PA should be responsible for preparation of attendance sheet, based on which will be perform checking with daily allowance specification in order to be sure that payment are made to appropriate persons. Attendance sheet should be recorded by PA as a proof of presentation on events.

Regarding travel details in order to have proper documentation PA is responsible to secure that all boarding tickets for applicants travel are handed and returned to ReSPA staff.

In accordance with the Travel Rules for ReSPA’s participants and experts, travel by the taxi will be arranged if the distance between the place of travel and the place of event is equal or less than 300km. The participant shall travel by car in well justified cases. Reimbursement of the car travel is based on a rate of EUR 0.22 per kilometre.

When ReSPA events are held out of Podgorica/Danilovgrad, the participants shall be paid Per diems. Per diems covers the accommodation, meals and sundry expenses, and are calculated per night.

Daily allowances in the amount of EUR 25 for each event day are paid to the participant when he/she takes part in the events organized in ReSPA. Daily allowances are paid on the last day of the event.

### 5.3.2. Costs specification verification and authorization

PA will submit all three reports on costs to the PM or Director for verification and authorization. When contract does not exist: Verification and authorisation shall be performed by the following actors:

When contract does not exist:

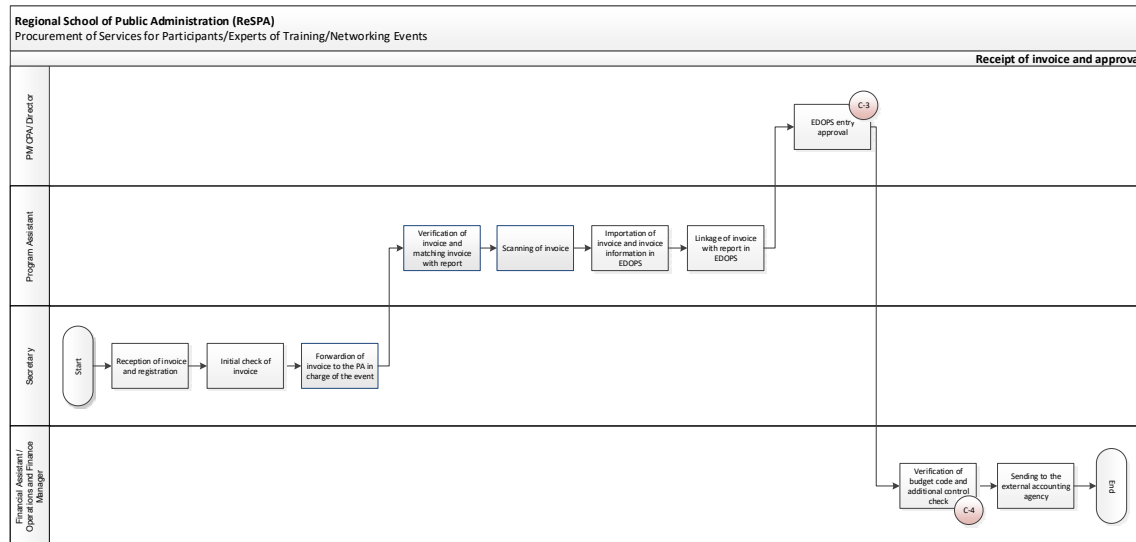
- PM =< 2.500 EUR
- PMC/OFM >2.500 and <= 10.000 EUR
- Director > 10.000 EUR <150.000 EUR

When contract exists:

- PM < 5.000 EUR
- PMC/OFM >5.000 <= 15.000 EUR
- Director > 15.000 EUR <150.000 EUR

At this stage we believe that a double-control is necessary: by the PA in the first place, and by the PM, CPA or Director in the second, to ensure that no mistakes have been made, and that the most suitable options were chosen. The OFM shall be notified on the cost specification as verified by PM.

### 5.4. Receipt of invoice and approval



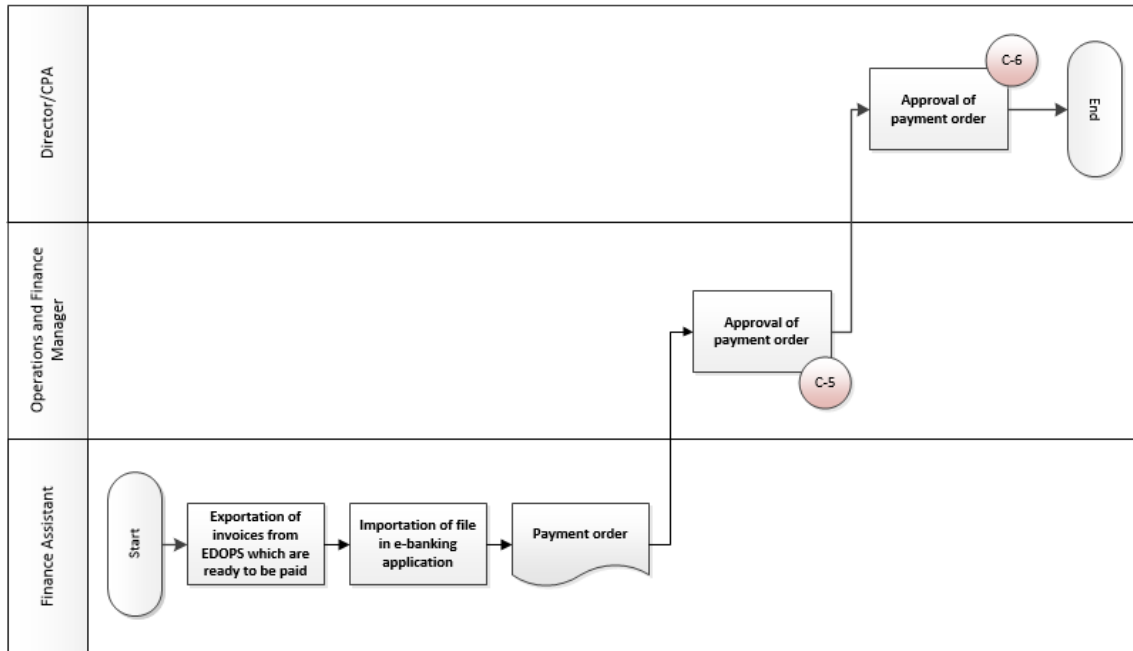
#### 5.4.1. Validation of an invoice and matching it with report

The Secretary receives an invoice and register it. Initial check of the invoice is also performed by Secretary before she forwards it to the PA in charge of the related program activity. When the PA receives the invoice, he or she checks it by comparing it to the reports. If the invoice is correct, he or she scans the invoice and enters invoice data in EDOPS. The next step performed by PA includes linking it with the cost specifications in EDOPS. Once the invoice is linked with the cost specifications by the PA, it is ready to be sent for approval (validation) to the PM, CPA or Director depending on the amount.

#### 5.4.2. Invoice approval and additional checks

PM will validate the data entered in EDOPS by the PA, and perform an additional check of the invoice data. The approved invoice is then sent through the system for verification to the FA or the Operations and Finance Manager (OFM) who performs an additional check of the invoice and the budget code. After this verification, the invoice is ready to be sent to the external accounting agency for posting.

#### 5.5. Payment



Operations and Finance Manager and Director shall execute payments. The payment shall be executed once a week by pulling from system file with all invoices that are due and payable on the date of payment from the accounting ledger. In order to execute payment, all previous operations have to be completed. This file which is exported from the computerised system, should be imported into e-banking application and two signatures in system are required in order to perform payment. Persons who are authorized to approve payment, should perform randomly check of amounts and supporting documentation.

#### 6. RISKS AND CONTROLS FOR PROCUREMENT OF SERVICES FOR PARTICIPANTS/EXPERTS

No.	Risk	Risk description	Control
1	Participants who are chosen to participate in training by ReSPA members and Liaison officers may change their decision since they are going to register on application earlier or couple months	Since application is online and potential participants should register in advance in order to allow enough time to perform selection of best participants. National coordinators should motivate participants to register and to choose training which they want to attend. Participants may decide to change their decision at meantime.	In order to have final approval of their participation, PA should contact candidates who were chosen in order to request their approval for training attendance, issued by organization in which they are employed. This control will enable to have final information of participants who are going to attend training.

	before a training		
2	PA did not enter properly data in cost specifications regarding travel cost, per diem amount.	The Organization may be expose to unnecessary cost related to travel. There may be mistakenly enter wrong amount for per diems or travel cost. If there are high costs which were not expected PM/CPA or Director who was involved in planning of budget will noticed discrepancy.	PM/CPA or Director depending on value of transaction. Approver (verifier) will check for discrepancy comparing to budgeted amount and will have overall picture of total travel costs, per diems cost and accommodation and venue costs training.
3	Organization may be invoiced by amount which are not appropriate and which differ from cost specifications or PA may enter wrong invoice data.	Agency that are responsible for organization of travel for events, may accidentally send invoice with wrong amount or PA may mistakenly enter invoice data which may led to wrong payments.	In order to prevent these situations, PM/PMC should check entry of invoice by comparing with invoice which is scanned and should compare travel cost specification with invoice.
4	Budget code or invoice data may be enter wrong	PA may enter wrong amount of invoice and budget code which may lead to discrepancy in budget	FA or OFM should additionally check invoice and selected budget code.
5	Payments may be made to wrong supplier or amounts paid may be wrong.	FA may enter wrong amounts while entering data to e-banking system. Payments order created by FA may have wrong amounts or suppliers name.	In order to prevent mistakenly entry and to be sure that payments are made to the right supplier with right amount, two authorized persons should randomly check payments data and supporting documentation.
6	Payments may be made to wrong supplier or amounts paid may be wrong.	FA may enter wrong amounts while entering data to e-banking system. Payments order created by FA may have wrong amounts or suppliers name.	In order to prevent mistakenly entry and to be sure that payments are made to the right supplier with right amount, two authorized persons should randomly check payments data and supporting documentation. If they agree with data they should approve payments, otherwise they should reject and require corrections in payments orders.

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<b>Procedure for payment and validation of invoices</b>	<b>PR-06</b>
Operations department	V-01

## Procedure for payment and validation of invoices

Author	Ernst & Young Belgrade	No.: PR-06
Supervisor		
Approved by		Version: V-01
Effective date		
Process owner	All staff members	

### Document revision overview

Serial No.	Version No.	The initiator of the change	Revision date	Revised by
1.				
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## 1. PURPOSE AND SCOPE

This document should outline all necessary operations which have to be performed in order to conduct the process purchase to pay of ReSPA operations in accordance with principles of sound financial management and objectives defined in Agreement Establishing ReSPA. This procedure generally describes the whole process in order to create overall picture with special focus on operations: validation of invoices and authorization of payments. Other procedures define operations: budgetary commitment, initiation, verification and legal commitment which should be completed before starting of operations: validation and authorization of payment.

## 2. RELATED DOCUMENTS

1. Financial regulation;
2. Staff regulation;
3. Procedure of procurement of visibility material
4. Procedure of other services and supplies
5. Procedure for utilities and general expenses related to Core Budget
6. Procedures for hiring trainers and experts.

## 3. FORMS

1. Request for supplier payment details



Request for supplier payment details. .xlsx

Form No.	Form name	Description	Authorization
F-06-01	Request for supplier payment details	Request for supplier payment details should be sent to new supplier whom contact was signed or purchase order sent. This operation should be performed by Programme Manager or Assistant or any other member of staff who have initiated process and is responsible for communication with that supplier. After signing agreement this initiator of transaction should contact supplier and should send this form. Supplier should fill this form and send back to the initiator. Initiator should check data and forward details to Financial Assistant.	Financial Assistant should enter supplier details in system, based on filled form. Form in system should be same, only should have field initiator/requestor based on which FA should know who is responsible for communication with specified supplier. This entry should be approved by Operations and Finance Manager in order to have supplier in system.

## 4. STRUCTURE OF BUDGET AND ORGANIZATIONAL STRUCTURE OF RESPA

### 4.1 Structure of ReSPA budget

The Budget Committee and the Governing Board oversee the ReSPA annual budget (Article 26 of the Financial Regulation), comprising of the Core Budget, donor funds (EU grant contracts) and miscellaneous funds.

The main terms of the Core Budget, outlined in Article 22 of the Financial Regulation, are:

1. The Core Budget shall consist of the following revenue and expenditure:
  - a) revenue shall be contributions from Members, charges on directly managed funds and charges for ReSPA services.
  - b) expenditure shall include the costs of the Independent Auditor(s), staff costs, governance structure related costs, office expenses, ReSPA campus related expenses, visibility activities,

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liability and property insurance costs, contributions to the Working Capital Fund and such other expenditures as authorised by the Governing Board.

2. The Governing Board shall set an envelope for each annual Core Budget, also taking into account ReSPA programming documentation.

More specifically, the Core Budget covers the following:

- Revenue: Member contributions, carryover of unspent funds, Working Capital Fund, bank interest.
- Expenditure: all ReSPA staff expenditure, cost of contracting external staff, per diems and costs for meetings held in ReSPA and outside, ReSPA Members development and induction, compensation fee for Governing Board and subsidiary bodies, travel expenses (e.g. Governing Board, Budget Committee), local transportation, office expenses, ReSPA campus (vehicle expenses; consumables, supplies and representation costs, other services – maintenance, security, mail, utility costs of ReSPA school, publications, annual audit, financing costs, software development, costs of organised events, visibility actions, insurances, and contingency reserve.

Activities financed by donations (Articles 15(3) of the Financial Regulation) may be provided to ReSPA ("directly managed funds") or managed by the funders or their contractors. The Working Capital Fund was established in 2013 using unused appropriations at the end of the financial year, which the Budget Committee may permit use for any authorised activity in the following year or for payment into the Fund.

Commitment (budgetary and legal), verification, validation and authorization of operations are managed using a bespoke IT application referred hereinafter as 'computerised system'.

#### [4.2 Organisational structure of ReSPA](#)

The Organisational structure of ReSPA is functional organisational structure divided into two units: Programme and Operations unit. The Programme Unit is in charge for realization of activities for which funds were donated through organization of events and trainings, while on the other hand the Operations Unit should provide support and includes: finance, accounting, inventory management, IT and procurement.

On the forefront of the structure is the Director who reports to the Budget Committee and Governing Board. The Director has final responsibility for the management of all activities and must ensure that the critical risks are known and appropriately managed.

The Director shall appoint, based on professional experience of appointee, one person, among Programme Managers, to perform the function of Programme Manager – Coordinator (PMC). The function of Programme Manager – Coordinator shall be performed in addition to the position of Programme Manager to which this person has already been appointed for the period stated in the decision on appointment. The Programme Manager – Coordinator shall monitor and oversee implementation of Capacity building programmes aimed to support Public governance enhancement through advance cooperation amongst the Western Balkans countries and to implement regional activities that are providing added value to the national administration, in terms of their administrative capacities, Human Resources development or advancement towards effective EU membership and monitor ReSPA's activities impact on public administration of ReSPA Member States and ensure that ReSPA serves its purpose and achieves its objectives. The Programme Managers shall be coordinated by the Programme Manager – Coordinator and the Programme Assistants shall report to the Programme Managers.

Within the Operations unit, Operations and Finance Manager – Coordinator (OFM) is in charge and he/she is responsible for proper management of Operations unit and for preparation of financial accounts and for reports. The Operations and Finance Manager - Coordinator should report directly to the Director, while other staff (Finance assistant, Technical Operation Assistant and General Service/Driver) report to the Operations and Finance Manager.

Functional organisational structure is in place due to advantages such as four-eyes principle, segregation of duties and precise division who are superiors and subordinates. In order to have efficient internal control model, it is necessary to have processes in which there are always applied both operational and financial verification of transactions, and different persons undertake both financial verification and payment execution.

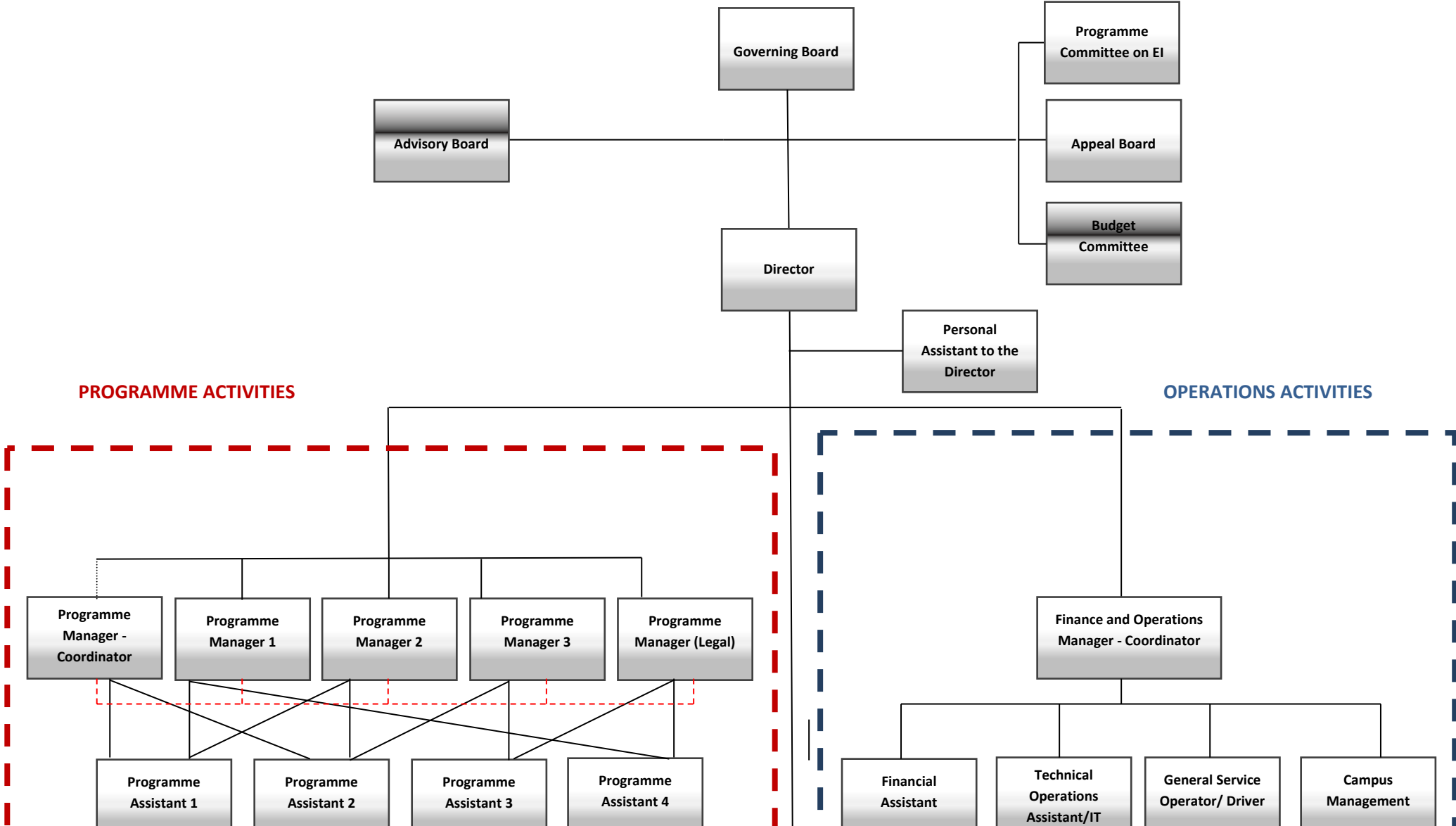
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There should be always segregation between initiation and verification. A verifier could not be subordinated to the initiator of the transaction.

Operational part includes following steps: budgetary commitment, initiation, verification, legal commitment and validation, while financial part includes accounting verification and payment part includes authorization of payment.



3.2 Organisational structure of ReSPA

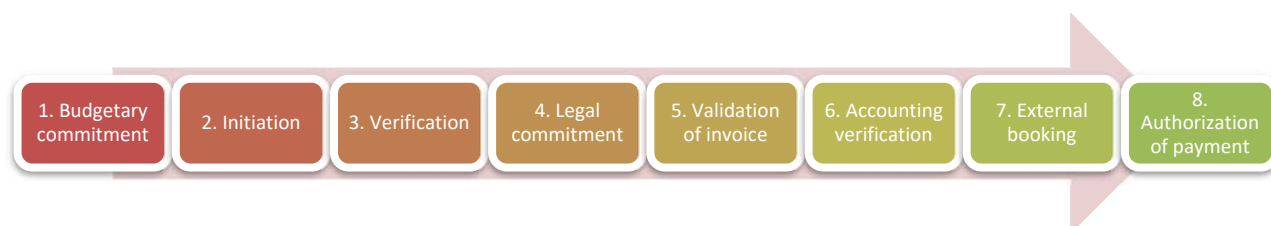


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## 5. PROCESS PURCHASE TO PAY

### 5.1 Operations in process purchase to pay

Process purchase to pay includes following operations: budgetary commitment, initiation, legal commitment, verification, validation of invoice, accounting verification, external booking and final authorization of payment. These operations are included in each process purchase to pay, no matter on type of purchase or engagement, only documentations and financial actors are different.



#### **1. Budgetary commitment**

Budgetary commitment is constituted when the Operations and Finance Manager has approved data entered in the computerised system related to Core Budget and budget from donor funds (based on grant agreement). This data regarding donor fund, should be entered in the computerised system by Programme Managers or PMC activities, based on the approved budget and Programme of Work. Each Programme Managers is responsible for entering data for activities for which he/she is in charge. Data related to Core Budget activities should be entered by Operations and Finance Manager and should be approved from Director.

#### **2. Initiation**

By initiation is understood beginning of the process by creation of terms of reference, technical specification or purchase order request. This operation is mostly performed by Programme Assistants and Managers, Technical Operational Assistant, Financial assistant, General Service/Driver, but it can also be perform by PMC and OFM. Initiation may not be requested only by Director.

#### **3. Verification**

Verification is operation which could be divided in two parts. First verification is performed in order to ensure that appropriations are available and that expenditure has been charged to the correct item in the budget (this refers to the allocation of requisition for purchase order request to the budget item). This verification is performed through approval of purchase order request or terms of reference or technical specification. Second verification shall be established when process of selection of supplier/expert is completed and should ensure that was performed in respect of principles of sound financial management and financial regulations and procurement procedures.

The verification is performed by the Director, PMC, Programme Managers and OFM. Depending on amount of transaction, different levels of verification are required.

In the case when the amount of concrete transaction varies from the activity budget approved amount in value of +/- 20%, notification review will be sent to the Director for approval upon the verification by the OFM on available funds.

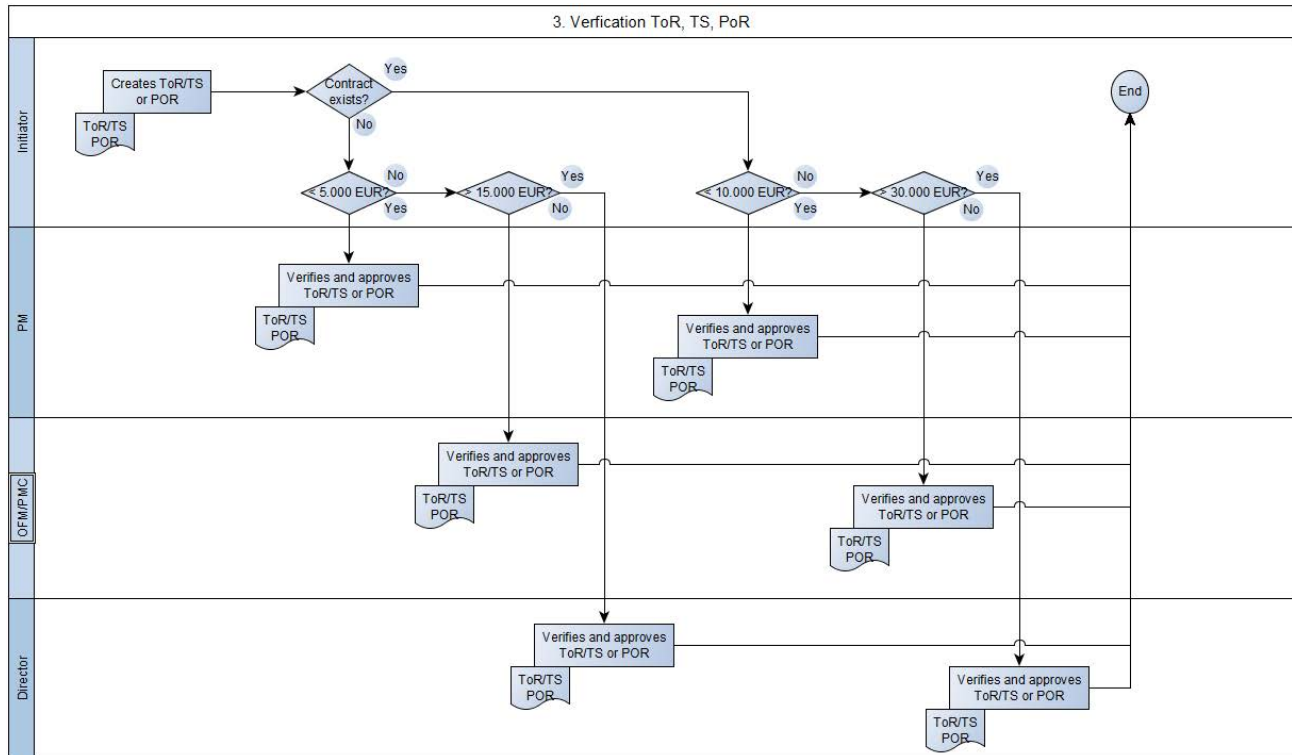
For programme activities, the verification shall be performed by the following actors:

#### **If a contract does not exist:**

- Programme Managers are allowed to verify amounts ≤ EUR 2.500
- Operations and Finance Manager and Programme Manager – Coordinator are allowed to verify amounts between those that are > EUR 2.500 and ≤ 10.000,
- Director shall verify amounts > EUR 10.000 regardless type of transactions.

#### **If a contract exists:**

- Programme Managers are allowed to verify amounts  $\leq$  EUR 5.000,
- Operations and Finance Manager and Programme Manager – Coordinator are allowed to verify amounts between those that are  $>$  EUR 5.000 and  $\leq$  15.000,
- Director shall verify amounts  $>$  EUR 15.000 regardless type of transactions.



For activities financed by the Core budget, verification shall be performed by the OFM if the amount is  $\leq$  10.000 EUR, and by the Director and OFM if the amount is  $>$  10.000 EUR.

Operational verifications regarding the Programme Activities shall be conducted by the PMC and OFM or Director, when a Programme Managers initiates transaction. When transaction is initiated by a Programme Assistant, verifier may be Programme Managers, PMC and OFM or Director depending on amount of transaction. If transaction is commenced by PMC or OFM , only the Director may verify that transaction.

In case of Core Budget transactions, Operations and Finance Manager or Director should be verifier regardless who initiate, only should respect threshold limits.

Above mentioned verifications/approvals of initiations should be performed through the computerised system.

#### **4. Legal commitment**

After verification of supplier/expert further step is creation of contract or purchase order. The contract for Programme activities, should be created by Programme Assistants and should be checked by Programme Manager before it is submitted to the Director. For Core Budget activities, contract may be created by the Financial assistant and review should be performed by the Operations and Finance Manager. After review of contract, it should be forwarded through system to the Director for approval and signature. Purchase order should be created based on information from purchase order request.

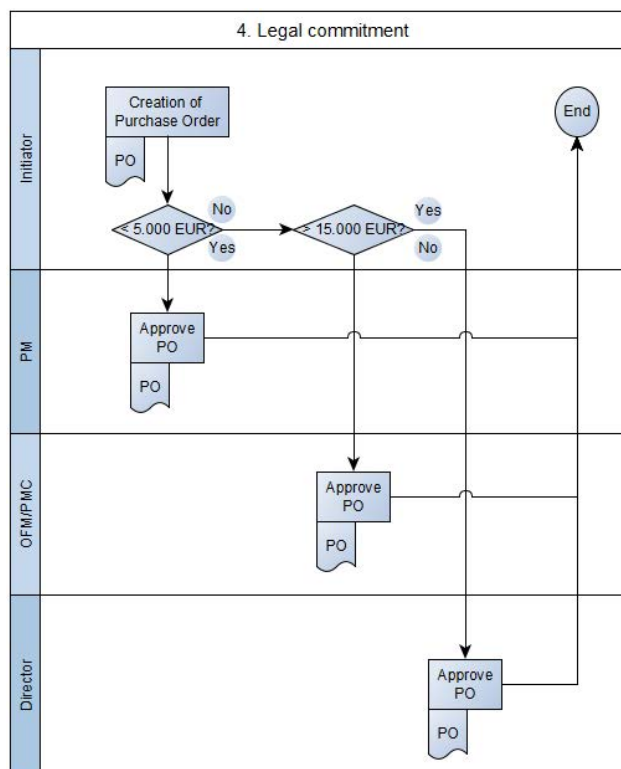
All previous operations have to be completed in order to be able to create agreement and purchase order in the system. When agreement is created and signed or when purchase order is created, legal commitment is created. All contracts no matter of type of transactions have to be approved and signed by the Director.

#### **For programme activities:**

##### **The Purchase order shall be approved by:**

- Programme Managers for amounts  $\leq$  EUR2.500,

- Operations and Finance Manager and Programme Manager – Coordinator for amounts between those that are > EUR 2.500 and ≤10.000,
- Director for amounts > EUR 10.000 and < EUR 150.000. regardless type of transactions.



For activities financed by the Core budget, the purchase order or contract shall be approved by the OFM if the amount is ≤ 10.000 EUR, and by the Director and OFM if the amount is > 10.000 EUR.

After approval and signature, contract shall be scanned and sent to supplier/expert by e-mail and require from them to sign and return original or this may occur before service is provided. Staff responsible for initiation should send to supplier/expert request for supplier details, which is needed to be filled in order to define supplier in system. When the supplier returns a completed request, it should be forwarded to Financial Assistant who is only responsible for entering supplier data in system. This entry should be approved in system by the Operations and Finance Manager in order to be visible in system.

## **5. Validation of invoice**

Validation of invoice is operations with aim to ensure that agreed data from purchase order, receipt note or contract matched with invoice data. Validation of invoice is operation in which validator approves existence of supplier entitlement, conditions of payment and that service or supply have been properly provided/delivered. Before validation, staff member who enters invoice data in the computerised system should perform linkage of invoice with receipt note and purchase order (constituting three-way match) for supply. In case of services, invoice should be matched with purchase order, cost specification or contract in order to have comparison of financial data and terms of payment. For services it is also required to submit time-sheet of expert/translator or any other evidence as a proof that service has been provided. This should be ex-ante control which should prevent recording and payment wrong amount. All documents which prove that service is provided, should be recorded for the purpose of external audit. This should be performed by Programme Assistant or Programme Manager for Programme activities and by Financial assistants for Core Budget activities.

The system (computerised system) should not allow processing of invoice if it is not linked with supporting documentation.

Invoice could be in different status in the system:

- Unknown - when invoice data are entered in system and invoice is scanned
- Validated - after validation of invoice
- Processed – after accounting verification
- Paid – after payment is performed

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In cases where framework agreement exists and where there are no receipt notes, this linkage and matching should be made on the base of time-sheet (Interpreter/translator), but it is necessary to take into consideration agreed terms from framework contract.

Validation process starts when invoice is received and registered by the Personal Assistant to the Director. The Personal Assistant to the Director should receive all documents and should perform checking correctness of invoice and then forward invoice to the person who is responsible for initiation (requestor of service or supply). For invoices related to Programme activities this person should be Programme Assistant in charge for certain activities and for Core budget activities it should be General Service/Driver. This person should enter invoice data (name of supplier, invoice number, description, amount), budget code and other relevant data in the system and perform scanning of invoice. The Programme Assistant or General Service/Driver should perform linkage of invoice with supporting documents and checking of invoice by comparing invoice data with agreed terms from contract or purchase order or receipt note. It is crucial to perform three way matching in order to exact have amount recorded and paid. For services, invoice should be matched with purchase order, cost specification or contract in order to have comparison of financial data and terms of payment. It is also required for services to submit evidence that service has been provided. If invoice for supply and services has not been linked and if all previous operations have not been done, there will not be able to record and process invoice.

Validators of invoices may be Director, OFM, PMC. Limits for approval of invoice should be the same as for verification process.

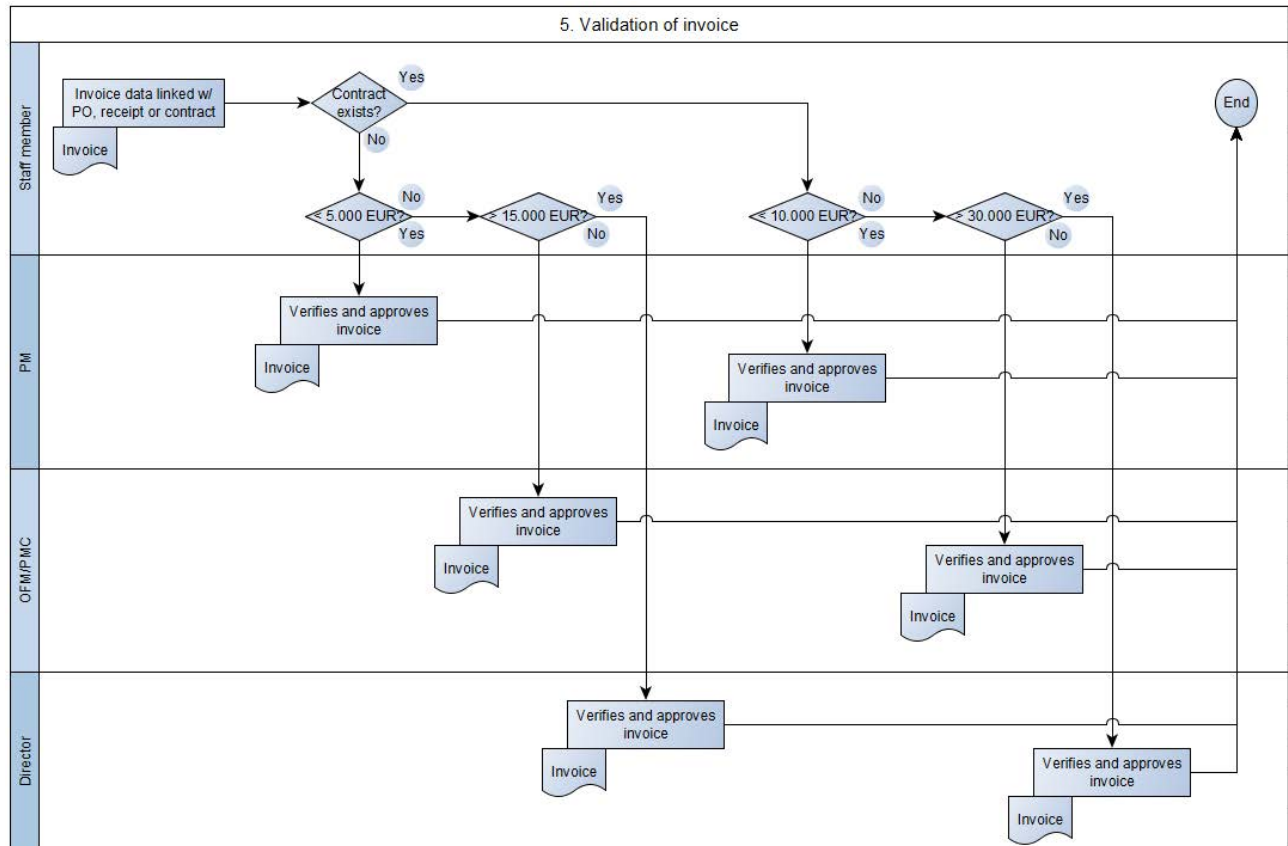
For programme activities:

**If a contract does not exist:**

- Programme Managers are allowed to verify amounts ≤ EUR 2.500,
- Operations and Finance Manager and Programme Manager – Coordinator are allowed to validate amounts between those that are > EUR 2.500 and ≤10.000,
- Director shall validate amounts > EUR 10.000 and < EUR 150.000 regardless type of transactions.

**If a contract exists:**

- Programme Managers are allowed to verify amounts ≤ EUR 5.000,
- Operations and Finance Manager and Programme Manager – Coordinator are allowed to validate amounts between between those that are > EUR 5.000 and ≤ 15.000,
- Director shall validate amounts > EUR 15.000 and < EUR 150.000 regardless type of transactions.



For activities financed by the Core budget, validation shall be performed by the OFM if the amount is  $\leq$  10.000 EUR, and by the Director and OFM if the amount is  $>$  10.000 EUR. The Director may validate any transactions no matter of source of funding.

## 6. Accounting verification

After validation operation, data of invoice should be checked additionally by the Financial Assistant or . Primary purpose of this control is to perform check of budget code and additional control of invoice data and allocated code from the chart of accounts. After their approval, the invoice should be forwarded to recording/booking (presently performed by an external accounting agency – subject of review in the future) for account controlling purposes. At the end of this operation invoice is in the status processed. On regular basis accountant should submit trial balance reports to OFM-C for finance controlling.

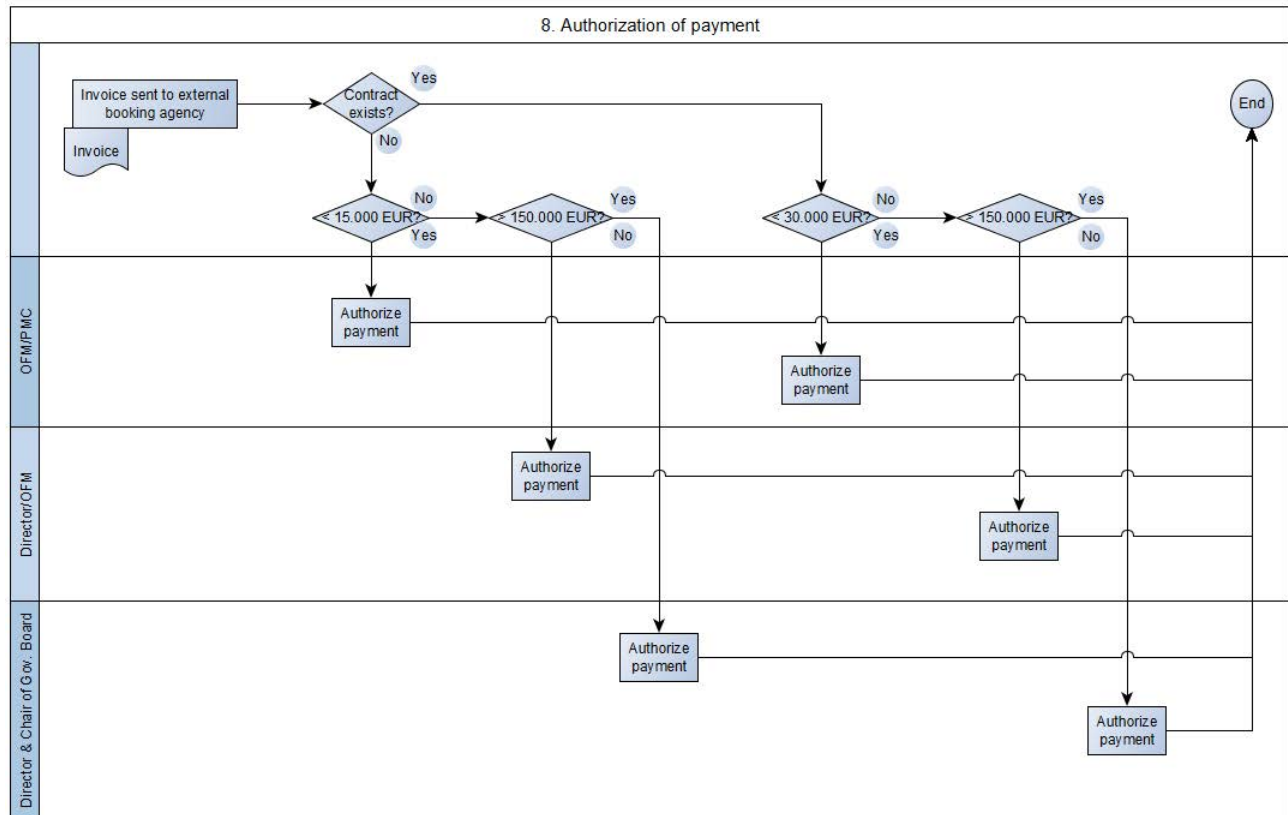
## 7. Booking

Booking/reports preparation is performed by a certified accountant (presently performed by an external accounting agency – subject of review in the future).

## 8. Authorization of payment

**Payments shall be authorized by:**

- Director and Operations and Finance Manager shall authorise payments of the invoices in the amount between those that are  $>$  EUR 5.000 and  $<$  150.000 per invoice;
- Director and the Chair of the Governing Board shall authorise payments of the invoices in the amount  $\geq$  EUR 150.000.



**The payments shall be executed in the following way:**

Operations and Finance Manager and Director shall execute payments. The payment shall be executed once a week by pulling from system file with all invoices that are due and payable on the date of payment from the accounting ledger. In order to execute payment, all previous operations have to be completed. This file which is exported from the computerised system, should be imported into e-banking application and two signatures in system are required in order to perform payment. Persons who are authorized to approve payment, should perform randomly check of amounts and supporting documentation.

**5.2 ReSPA staff and their roles in the process purchase to pay.**

The main actors in the ReSPA purchase to pay process are:

**Director**

The Director is responsible for the ReSPA budget implementation and for reporting to the Budget Committee and Governing Board.

The Director may perform following operations: verification, validation and authorisation, but not initiation.

Besides responsibilities which are imposed by the Staff Regulations, the Director has the following roles and responsibility regarding process purchase to pay and shall:

- perform verification of all transactions no matter on a type of transaction which are above EUR 10.000, if the contract does not exist, and above EUR 15.000 if the contract exists. While performing verification, Director should check transactions and associated supporting documents in order to be sure that principles of sound financial management have been met;
- sign all contracts on behalf of organization (constituting legal commitment) and should perform checking of supporting documentation based on which agreement was concluded. (for example, the Director should check if appropriations are available, evaluation selection reports for selection of supplier or expert);

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- perform validation of all invoices whose amount exceeds EUR 10.000, if the contract does not exist, and above EUR 15.000, if the contract exists;
- authorise payments of all invoices whose amount is between those that are > EUR 5.000 and ≤150.000 per invoice;
- perform authorization of payment by co-signature of payments orders with Operations and Finance Manager or Chair of the Governing Board, as envisaged above,
- execute payments jointly with the OFM

#### Operations and Finance Manager (OFM)

The Operations and Finance Manager should be responsible for the functioning of the Operations unit which includes: finance, accounting, procurement and other administrative operations.

Besides responsibilities which are imposed by the Staff Regulations, OFM has the following roles and responsibility regarding process purchase to pay and shall:

- execute budgetary commitment by approving budget data entry in the computerised system for Core Budget and donor funds. Establishment of budgetary commitment to enable other members of ReSPA staff are allowed to use funds for ReSPA activities;
- may initiate transactions but verification has to be performed by the Director;
- perform verification of all transactions related to Core Budget and programme activities which are in the amounts between those that are > EUR 2.500 and ≤10.000, if the contract does not exist, and which are in the amounts between those that are > EUR 5.000 and ≤15.000, if the contract exists. While performing verification, OFM should check transactions and associated supporting documents in order to be sure that principles of sound financial management have been met;
- perform validation of all invoices related to Core budget and programme activities which are in the amount between those that are > EUR 2.500 and ≤10.000, if the contract does not exist, and which are in the amounts between those that are > EUR 5.000 and ≤15.000, if the contract exists. When OFM is performing validation of invoices, then it is mandatory to FA perform accounting verification;
- perform approval of supplier details entered in the system by the Financial Assistant;
- may perform accounting verification for all invoices and other documents;
- perform authorization of payment by co-signature of payments order with Director,
- execute payments jointly with the Director.

#### Programme Manager – Coordinator (PMC)

Programme Manager – Coordinator should be responsible for monitoring of activities of Programme unit whether activities realized in accordance with principles of sound financial management and objectives defined in the Programme of Work and donor contracts.

Besides responsibilities which are imposed by the Staff Regulations, PMC has the following roles and responsibility regarding process purchase to pay and shall:

- may enter budget data related to donor funds in the computerised system;
- may initiate transactions, but verification has to be performed by Director;
- perform verification of all transactions related to programme activities which are in the amounts between those that are > EUR 2.500 and ≤10.000, if the contract does not exist, and which are in the amounts between those that are > EUR 5.000 and ≤15.000, if the contract exists. While performing verification, PMC should check transactions and associated supporting documents in order to be sure that principles of sound financial management have been met;
- perform validation of all invoices related to the programme activities which are in the amount between those that are > EUR 2.500 and ≤10.000, if the contract does not exist, and which are in the amounts between those that are > EUR 5.000 and ≤15.000, if the contract exists.



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### Programme Manager (PM)

Programme manager is responsible for realization of ReSPA activities under his/her management in accordance with principle of sound financial management and objectives defined in the Programme of Work.

Beside responsibilities which are imposed by Staff Regulations, PM has the following roles and responsibility regarding process purchase to pay and shall:

- enter budget data related to donor funds into the computerised system;
- initiate transactions by creating terms of reference or purchase order request, but verification has to be performed by PMC and OFM or Director;
- perform verification of all transactions related to Programme activities which are in the amount ≤ EUR 2.500, if the contract does not exist, and which are in the amount ≤ EUR 5.000. While performing verification, PM should check transactions and associated supporting documents in order to be sure that principles of sound financial management have been met;
- perform validation of all invoices related to Programme activities which are in the amount ≤ EUR 2.500, if the contract does not exist, and which are in the amount ≤ EUR 5.000. While performing validation, PM should check supporting documentation which led to creation of invoices.

### Programme Assistant (PA)

Beside responsibilities which are imposed by Staff regulation, PA has the following roles and responsibility regarding process purchase to pay:

- initiates transactions by creating cost specifications and purchase order requests;
- participates in validation operation, by entering invoice data in system;
- is responsible for registration and archive of all documents related to Programme activities.

### Financial Assistant

Beside responsibilities which are imposed by the Staff regulations, FA has the following roles and responsibility regarding process purchase to pay:

- should perform accounting verification of all transactions data in financial system, by checking budget code number, name of activity and documents entry;
- should be included in initiation of Core budget activities through creation of purchase order request or terms of reference or technical specification;
- should enter supplier details in the system;
- creation of payments orders which are later sent for authorization.

If OFM performs validation, then it is mandatory to FA perform accounting verification

### Personal Assistant to the Director (PAD)

Beside responsibilities which are imposed by Staff regulation, PAD has the following roles and responsibility regarding process purchase to pay:

- should receive mails and make reference and record of all documentation which were received. PAD should forward received documentation to persons who initiated transaction for which documentation is related. The above-mentioned process represent first step in validation process;
- should be included in initiation of Core budget activities through creation of purchase order request or terms of reference or technical specification.

### Technical Operations Assistant (TOA)

Beside responsibilities which are imposed by Staff regulation, TOA has the following roles and responsibility regarding process purchase to pay:

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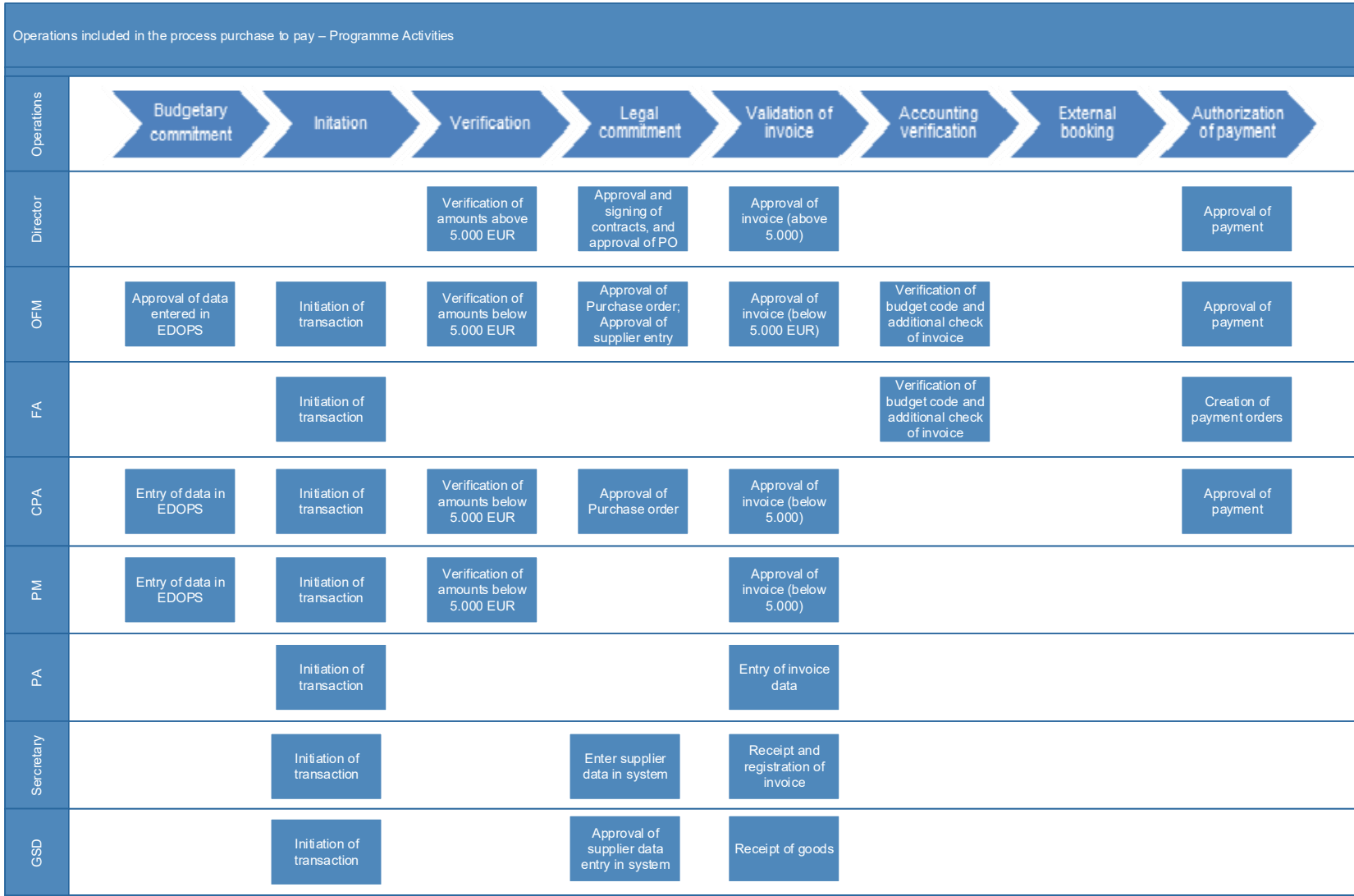
- should be included in initiation of Core budget activities through creation of purchase order request or terms of reference or technical specification;
- should create purchase order for Core Budget activities and Programme activities as a part of operations: verification and legal commitment;

General Service/Driver (GS/D)

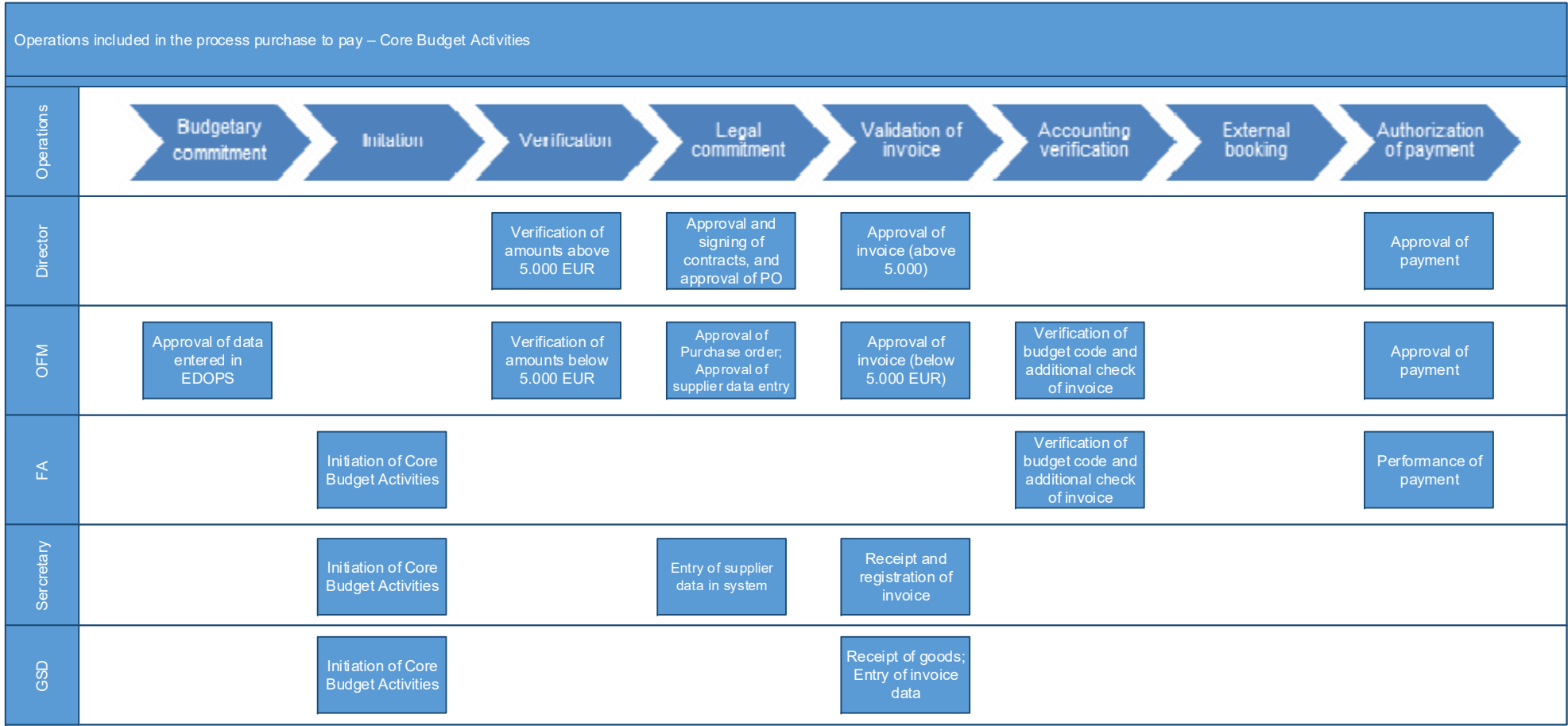
Beside responsibilities which are imposed by Staff regulation, GS/D has the following roles and responsibility regarding process purchase to pay:

- should be included in initiation of Core budget activities through creation of purchase order request or terms of reference or technical specification
- may participate in validation operation, by entering invoice data in system after which OFM or Director's approval should be requested. GS/D is responsible to enter data of invoices which are related to Core Budget activities.
- should perform receipt of goods and perform inventory management

5.3 Process map of process purchase to pay related to Programme activities



5.4 Process map of process purchase to pay related to Core Budget activities



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<b>Warehouse operating procedure</b>	<b>PR-03</b>
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## Warehouse operating procedure

Author	Ernst & Young Belgrade	No.: PR-03
Supervisor		
Approved by		Version: V-01
Effective date		
Process owner	GS/D/driver	

### Document revision overview

Serial No.	Version No.	The initiator of the change	Revision date	Revised by
1.				
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<b>Warehouse operating procedure</b>	<b>PR-03</b>
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## 1. PURPOSE AND SCOPE

The procedure aims to clearly define the rules, documentation and all participants duties in the goods movement processes.

## 2. DEFINITIONS

**WAREHOUSE** – a facility where all types of goods for further use are stored. The following items are considered by this procedure:

- Visibility material for participants
- Visibility material for promotional purpose
- Office material/stationary
- Vending machines inventories

**GENERAL SERVICE/DRIVER (GS/D)** – warehouse employee responsible for takeover of goods, movement activities of goods in the warehouse and issuing of goods. Also responsible for the accuracy of the information provided in related documents for which he confirms by entering them into system.

**FINANCE ASSISTANT (FA)** - The person responsible for creating and sending purchase orders to suppliers and for checking all the documents related to the procurement.

## 3. RELATED DOCUMENTS

1. Financial regulation;
2. Staff regulation
3. PRAG Rules
4. Internal Procurement Rules

## 4. FORMS

1. Receipt Note - RN



Receipt Note.xlsx

2. Article Card Form – AC



Article card form.xlsx

3. Requisition



Requisition.xlsx

4. Issue slip



Issue slip.xlsx

Form No.	Form name	Description	Authorization
F-03-01	Receipt Note	Receipt Note is filled upon receipt of goods in the warehouse. In the first part of this document, it is necessary to enter the number of dispatch notes from suppliers, warehouse number where goods are placed and to link Receipt Note with adequate Purchase Order from the list of open Purchase Orders. In the central table, it is necessary to enter the code, name, unit of measurement and quantity for each item. The bottom of the document is the place where it would be seen who accept and received goods.	GS/D receives the goods and perform check and inspection of goods. He confirms the receipt that the quantity and type of received goods corresponds to the specification of the dispatch note, by entering those quantities in the system and creating Receipt Note.
F-03-02	Article Card Form	Article Card form shall be filled when item of goods is new and it is not defined and register in the system. Registration of article shall be done by entering data into Article Card Form.	This shall be done by GS/D, who is ultimately responsible for registration of article of goods in the system. This registration shall be performed before Receipt Note is created.
F-03-03	Requisition	Requisition is the document which requires that specific goods shall be issued from warehouse. GS/D based on this document shall take over the goods from warehouse.	Requisitions can be created by anyone from ReSPA secretariat. Requisition is submitted through the system and delivered to the GS/D who print the requisition and attach Issue slip while issuing the requested items. These document shall be archived and delivered to the financial assistant where it is stored and archived for the needs of internal and external audit.
F-03-04	Issue slip	Issue slip is a document based on which the goods are being issued, and it has to be filled in accordance with the delivered Requisition, i. e it has to be in track with the number of requisitions. The information required in Issue slip is the requisition number which have to be entered.	Issue slip is filled in by the GS/D and the person who takes over the goods signs the receipt. There shall be 2 copies of this document together with requisition. One copy remains in warehouse and is used for the taking over the goods from the warehouse and second copy goes to financial assistant for bookkeeping.

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## WAREHOUSE OPERATIONS PROCESS DESCRIPTION

### 5.1 Receipt of goods

#### 5.1.1 Receipt of goods process description

General Service / Driver is in charge for receipt of goods. When the goods are delivered GS/D shall perform inspection of goods by checking quantities and quality of shipment. GS/D shall perform inspection with the staff who made request for purchase and shall print purchase order in order to compare order with receipt. If delivered goods match with dispatch note which is prepared by the client, then GS/D shall sign dispatch note and accept goods. If delivered goods do not match with the dispatch note, GS/D shall contact requestor and check with him if goods shall be received. If requestor refuses to accept goods, then supplier shall be informed of such action. GS/D shall compare PO with RN in order to be sure that only ordered goods shall be received.

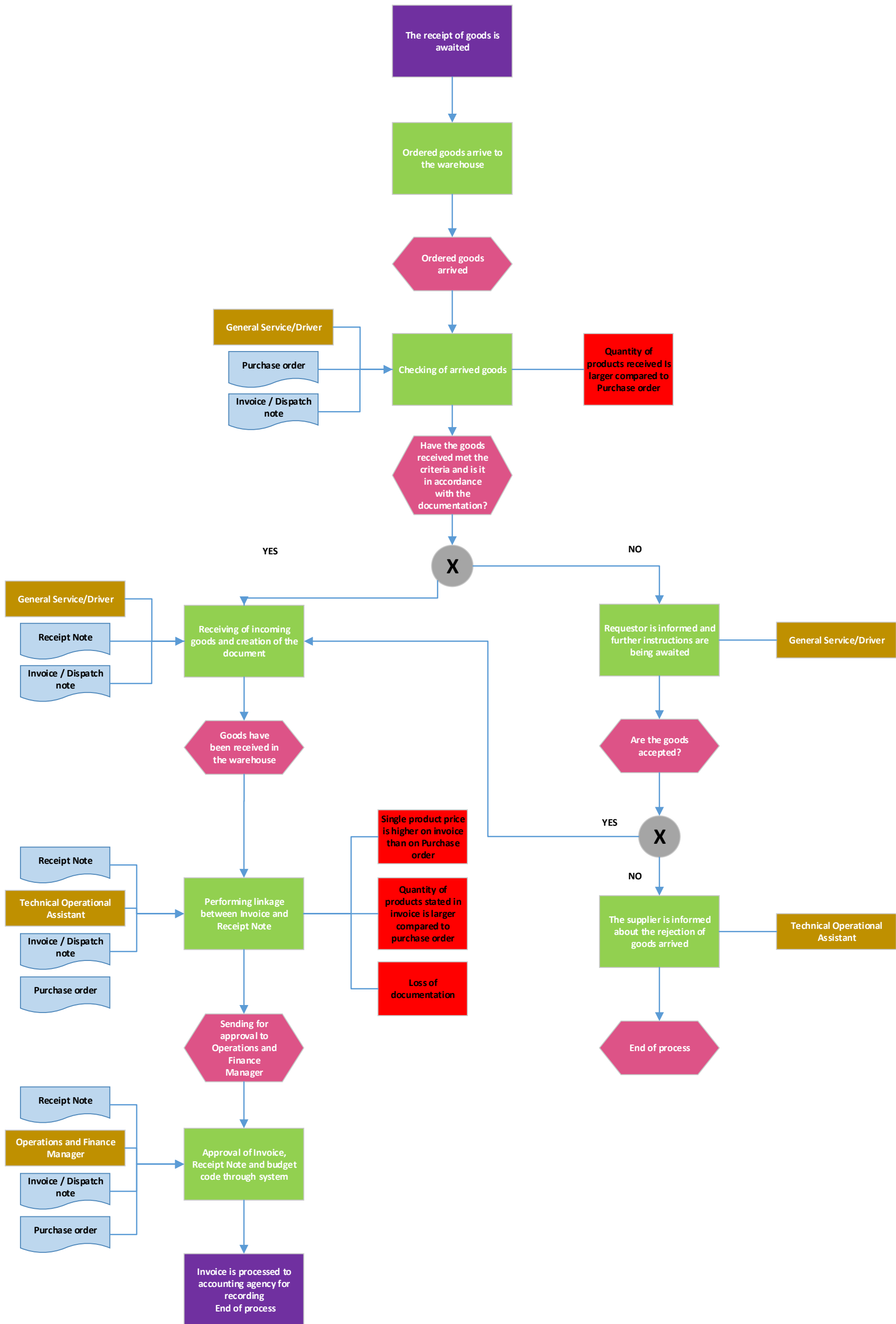
After receiving goods into warehouse, GS/D shall fill Receipt Note form in the system. Before he entered the quantities in the system, GS/D shall define articles code in the "Article card" form if goods which are received are new. "Article card" form shall be filled by GS/D by entering code of article (this could be defining automatically), description, measurement unit and warehouse location if necessary. After registration of articles, GS/D shall create the Receipt Note in which there will be all requested data regarding the shipment. Receipt Note shall be created in system and Purchase order which is connected to this receipt shall be matched and linked through the system. Other data on Receipt Note which are required to be filled are: list of articles with description and quantities, number of supplier dispatch note and field comment if there are differences between PO and RN or other important information.

GS/D may receive invoice with goods and he shall take those documents to the Personal Assistant to the Director for referencing.

Later when invoice is received GS/D shall perform scanning of invoices and shall forward to FA, who is responsible to perform check of invoice data with agreed terms with supplier and to linkage invoice with Receipt Note. After linkage of invoice FA shall forward invoice through system to Operations and Finance Manager - Coordinator for final approval. After this, it will be forwarded to the accounting agency for recording.



5.1.2 Process map of receipt of goods in stock



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## 5.2 Issuing goods from warehouse

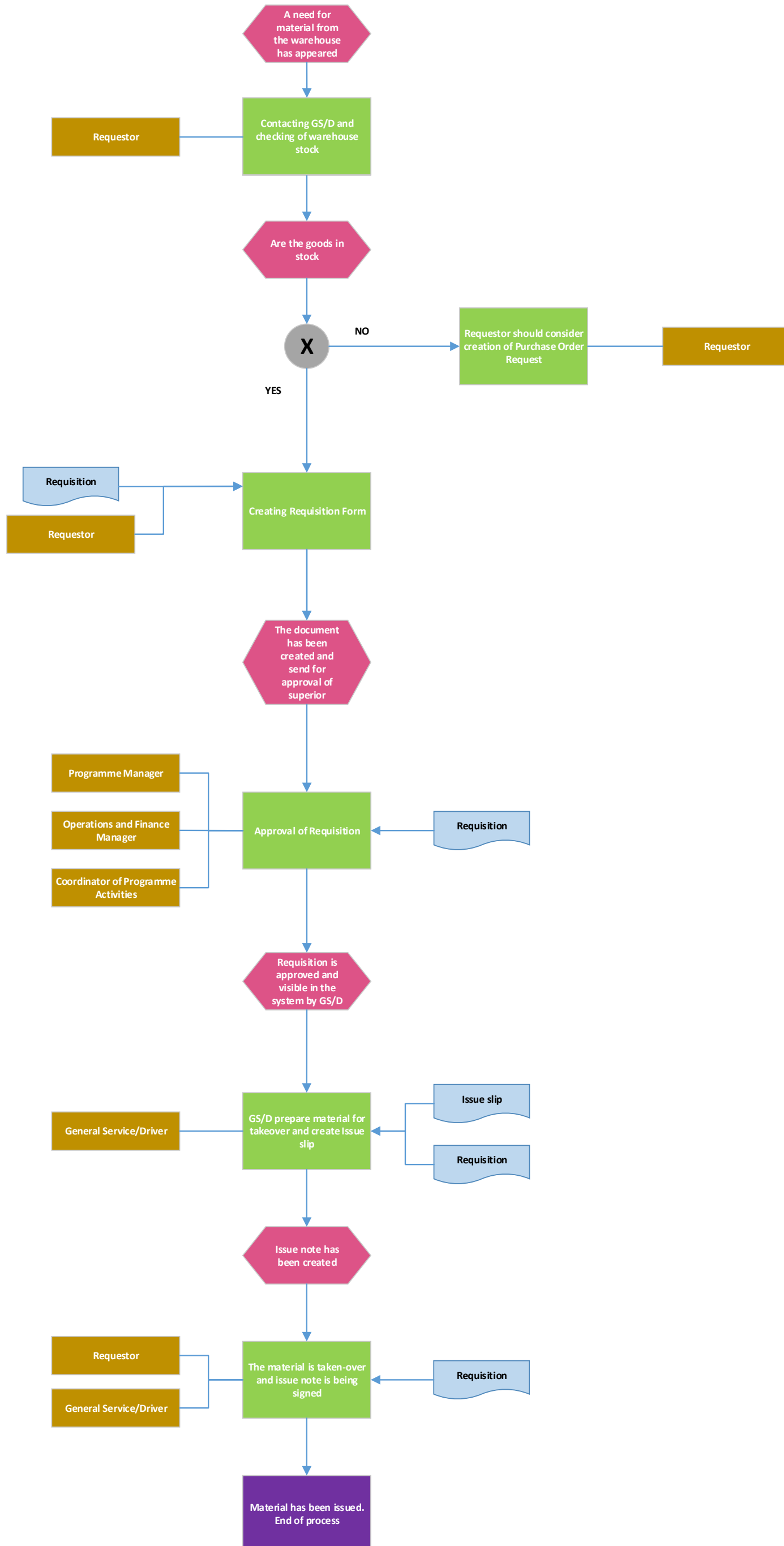
### 5.2.1 Issuing goods from warehouse description

Initiator of requisition shall first check with the GS/D if the goods are available on stock. If response is positive, initiator shall create "Requisition" form describing in detail items and quantities which are requested. If response is negative and the goods are not on the stock, the initiator shall consider creation of Purchase Order Request and procurement of supply. When "Requisition" form is created, it shall be forwarded to the superior for approval. Superior for issuance of supplies shall be the Operations and Finance Manager - Coordinator After approval of superior, "Requisition" form shall be forwarded to General Service/Driver. The Initiator shall submit the Requisition at least 15 days before the issuance of requested items from the Warehouse.

When "Requisition" form is submitted, GS/D will be capable to see request through the system. Based on the data in "Requisition" form, GS/D shall collect goods and prepare "Issue slip" form. When the goods are prepared for takeover, GS/D shall contact requestor and let him/her know. When initiator took over the goods, issue slip shall be signed by both. On "Issue slip" shall be entered the number of requisition, this is very important in order to have everything linked. Issue slip and Requisition shall be printed out in two copies, one as warehouse evidence and second for the accounting and purpose of external audit. Issue slip shall be forwarded to accounting for recording of transaction.

GS/D shall on a weekly basis submit the inventory status to the Operations and Finance Manager – Coordinator.

5.2.2 Process map of issuing goods from warehouse



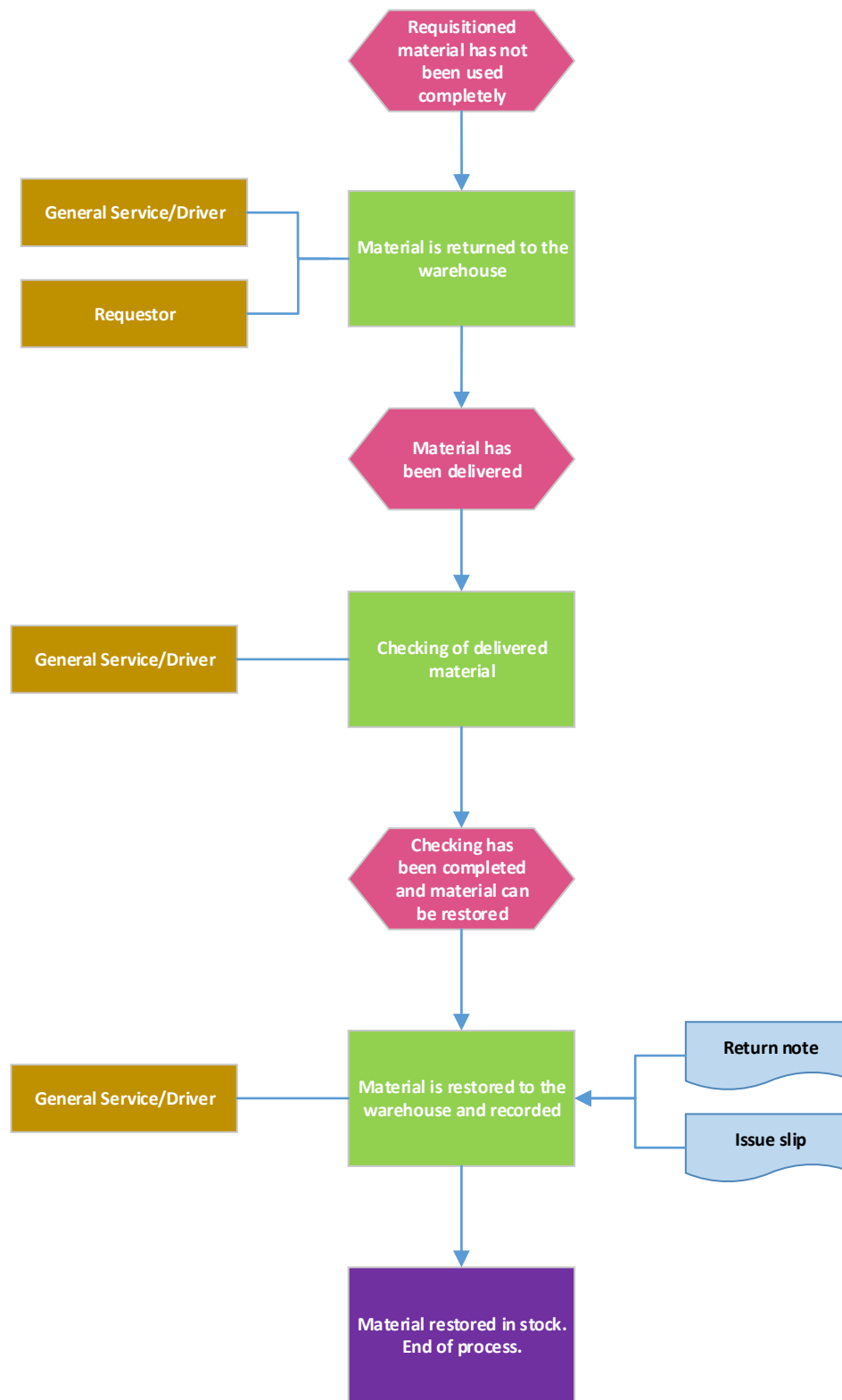
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### 5.3 Returns of unused goods in warehouse

#### 5.3.1 Returns of unused goods in warehouse description

If given goods have not been used entirely, they can be returned to the warehouse. The initiator shall bring them to the warehouse or GS/D shall take over those goods. During take over GS/D shall perform checking of delivered material. Material which is returned to warehouse must be in original packing and undamaged, otherwise it cannot be returned. When GS/D took over the goods, he shall create Receipt Note and move those items to warehouse. Receipt Note shall contain issue slip number according to which the material was previously issued.

5.3.2 Process map of returns of unused goods in warehouse



6. RISKS AND CONTROLS IN WAREHOUSE BUSSINESS

Risk	Risk description	Control
1) Supplier sent the goods which were not ordered	By receiving the goods that aren't ordered, company is exposed to unnecessary costs.	Open Purchase Orders (POs) are recorded in POs log and always could be tracked and linked to the certain receipt. Thus, the GS/D will be expecting an order and he would not be in the situation to receive something which has not been previously ordered. Based on POs, he is going to be ready for the larger loads of orders, where is needed to make space in warehouse accordingly.
2) Quantity of products received is larger compared to Purchase order/ Offer	In the case that received amount of goods is bigger than on Purchase order, company is exposed to unnecessary costs.	GS/D is obligated to compare the documentation with arrived goods and Purchase Order. In such case where an irregularity may occur, GS/D is obligated to report it to the TOA or staff who initiates purchase.
3) Quantity of products stated in invoice is larger compared to purchase order and receipt note	In most of the cases, invoice will arrive to the Organization separately from goods, with couple of days delay. Generally speaking, most of the suppliers wait for their employee, who made the delivery, to deliver signed dispatch note and than the supplier will issue an invoice. However, there are going to be situations when the goods, dispatch note and invoice come at the same time. In such case where the amount of goods stated on the invoice is bigger than on the respective Purchase Order or Receipt Note, the Company is exposed to an unnecessary costs.	GS/D has to link invoice with Receipt Note in order to be able to submit invoice data in system. This control will prevent of having situation that invoice quantities are differ from quantities on Receipt Note. If there is a mismatching, invoice shall be rejected and supplier shall be contacted.

<p>4) Single product price is higher on invoice than on Purchase order.</p>	<p>Like in the previous risk, it is very important to check if the unit price is higher on invoice than on the Purchase Order. In such cases where the unit price is lower on invoice, it is acceptable for ReSPA.</p>	<p>In both cases, either when invoice come with the goods and with dispatch note and when it comes afterwards, it is very important to check if the unit price is equal or lower on the Purchase Order. In case that invoice comes immediately, and irregularities exist GS/D is obligated to report it to TOA or requestor. In case the invoice comes afterwards, GS/D is obliged to notice irregularities and inform TOA or requestor.</p>
<p>5) Loss of documentation</p>	<p>The loss of documentations can lead to not recording of obligations and unnecessary costs of late payment interests.</p>	<p>All warehouse operation process shall be followed by internal and external documentation by the ENTER -PROCESS - EXIT principle, where inbound and outbound documentation would have their own separated partition bins, and distributed on a daily basis.</p>

## Rules for Hiring Trainers and Experts

Author	Ernst & Young d.o.o. Beograd	Number: RB-01
Supervisor		
Rules approved by		Version: V-01
Effective date		
Rules owner		

### Document overview

No.	Version No.	Changes initiated by	Revision date	Revised by
1.				
2.				
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## PART I – GENERAL PROVISIONS

### ARTICLE 1 – Scope

These Rules, based on Article 15 of the Agreement Establishing ReSPA, shall apply to procedures for selection, contracting, monitoring and evaluating work of the trainers and experts required for the implementation of the ReSPA activities with value up to 20.000 EUR with justification describing the imposed urgency, needed specificity or requirement for direct engagement of particular expert/service provider/supplies provider.

These Rules are applicable, and closely linked to the procedure for Hiring Trainers and Experts, thereafter called the “related procedure”.

### ARTICLE 2 – Definition of trainers and experts

ReSPA defines trainers and experts as individuals or entities able to provide special expertise or to deliver training in one or more technical fields. These services may be of an advisory or implementation nature and are provided by skilled experts with specialized knowledge and experience.

Trainers and experts for the purposes of these Rules are external experts and trainers.

### ARTICLE 3 – Duration of services

The services rendered by trainers and experts are normally for a finite period of time and a well-defined scope of work described by clear terms of reference (ToR). They are generally of an intellectual nature, which may entail but are by no means limited to feasibility studies, advisory services, policy studies, strategy formulation, preparation of key documents such as tender documents, networking, conferences, training, quality control and other services of similar nature.

### ARTICLE 4 – The Financial Regulations of ReSPA and PRAG Rules

The Financial Regulations of ReSPA is applicable on the procedures for selection and appointment of trainers and experts within their scope of application. PRAG Rules are also applicable.

### ARTICLE 5 – External consultancies

The main need for consulting services provided by experts occurs when ReSPA does not have the required expertise of its own. This may occur for various reasons:

- Expertise may be needed only for a limited and clearly defined period,
- Expertise may be needed for implementation of ReSPA activities,
- Expertise may be highly specialized and not readily available within the organization,
- Expertise may be required to support and develop the capacity of ReSPA and its personnel to ensure the implementation of programme activities.

The main need for training services provided by trainers and experts occurs during the implementation of ReSPA activities.

### ARTICLE 6 – Selection principles

ReSPA shall engage trainers and experts by having in mind the following considerations when selection process takes place:

- the need for high-quality services,

- the need for economy and efficiency,
- the need to give qualified trainers and experts an opportunity to compete in providing the services to the organization or delivering training,
- the importance of transparency in the selection process.

#### ARTICLE 7 – Conflict of Interest (CoI)

ReSPA shall require that trainers and experts provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

Trainers and experts shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of ReSPA.

Without limitation on the generality of this rule, trainers and experts shall not be hired under any circumstances for any assignment which, by its nature, may be in conflict with another assignment of the trainers and experts. The Statement shall be offered to every Trainer/Expert before its formal engagement with ReSPA. In case situation of CoI arises after the signature of the Contract, the Trainer/Expert is obliged to disclose potential, real, apparent or perceived conflict(s) of interest to ReSPA. It is on the ReSPA Director to decide whether the Contract shall stay in force or to be terminated, and either way is necessary to make a detailed justification on the decision

The definition of the Conflict of Interest shall be the following: “A situation in which the Trainer/Expert, has interests (financial, organizational, personal, reputational, or otherwise) that would or may appear to make it difficult for the entity to fulfil its obligations in providing ReSPA in an objective, independent, and professional manner, or a situation in which it is reasonable to foresee that such an interest would arise.”

#### ARTICLE 8 – Eligibility

The eligibility of trainers and experts is evaluated in accordance to the Practical Guide to Contract Procedures for EU External Actions (PRAG Rules), its Rules and Procedures for selection, selection criteria and other applicable regulation.

#### ARTICLE 9 – Training or Transfer of Knowledge

If the assignment includes an important component for training or transfer of knowledge to ReSPA staff or representatives and civil servants from the ReSPA Members, the Terms of Reference (ToR) shall indicate the objectives (1), nature (2), scope (3), and goals (4) of the training programme, including details on trainers and trainees, skills to be transferred, time frame, and monitoring and evaluation arrangements. The cost for the training programme shall be included in the Consultant's contract and in the budget for the assignment.

#### ARTICLE 10 – Language

The procedure, documentation, deliverables and communication shall be in English as the official language of ReSPA, without any exceptions.

#### ARTICLE 11 – Legal Status

Trainers and experts engaged by ReSPA in accordance to these Rules serve in their independent, individual capacity and not as representatives of a government or of any other organization. They are neither Staff of ReSPA.

Only in exceptional cases when experts are engaged through known EU or International organization the provision from paragraph 1 shall not be applicable.

#### ARTICLE 12 – Title Rights

The title rights, copyrights, patents, and all other rights of whatever nature in any material produced under the provisions of the Contract for Services shall be vested exclusively with ReSPA. At the request of ReSPA, the trainer or expert will assist in securing such title or property rights and in transferring them to the organization in compliance with the requirements of the applicable law.

#### ARTICLE 13 – Consultant’ s Rights and Obligations

The rights and obligations of the trainer or expert are strictly limited to the terms and conditions of the signed Contract for services.

### PART II – SELECTION PROCEDURE

#### ARTICLE 14 – Selection Process

If the budgeted amount for the ToR is up to 2.500,00 EUR, ReSPA may directly engage a trainer/expert without publishing the procurement notice.

All opportunities for trainers and experts above 2.500,00 EUR shall be advertised on ReSPA website. Therefore, all trainers and experts must, unless otherwise provided in these Rules and its related procedure, be selected through a competitive process.

#### ARTICLE 15 – Principles of selection

The procedure for selecting trainers and experts and contracting their services must be flexible and transparent to ensure that assignments can be efficiently executed with high standards of performance, while providing the necessary accountability. Transparency is ensured by the publication of all opportunities for trainers and experts above 2.500 EUR on the ReSPA website (including ToRs), while the flexibility is ensured by the existence two different procedures depending on the total amount of the ToR, as described in more details in the Procedure for Hiring Trainers and Experts.

The assignments for trainers and experts must be feasible, well determined in regards scope and duration, designed in accordance to the real needs, justifiable in all aspects and aligned with the principles of sound financial management.

#### ARTICLE 16 – Overall Procurement Authority

The overall authority for the award, issuance and administration of Contracts for services under these Rules and its related procedure rests with the Director of ReSPA.

The ReSPA Staff actively participate in the selection process in a way the procedure for Hiring Trainers and Experts and these Rules provides. The compliance in terms of performance to the concluded contract is monitored by the Coordinator of Programme Managers or the Programme Manager responsible for implementation of the task.

The compliance to funds and financial rules and regulations applicable to ReSPA is monitored by the Operations and Finance Manager.

#### ARTICLE 17 – Prerequisites for appointment of experts

The following are prerequisites for engaging trainers and experts, and shall be fulfilled before the start of the selection procedure:

- a) Assessment that the Service Contract is an absolutely justified option,
- b) The ReSPA Staff are responsible to prepare the terms of reference (ToR). The ToR developed for the assignment is the basis for the sourcing, evaluation and selection of trainers and experts. The ReSPA Staff member who develops the ToR may not act as the voting member nor Chair in the Evaluation Committee for the procurement procedure based on the relevant ToR.
- c) If the total amount of the ToR exceeds the budgeted amount, an approval in form of clearance (F-01-03) must be released by the Operations and Finance Manager.

#### ARTICLE 18 – Terms of Reference (ToR)

The ToR shall clearly specify the deliverables and/or activities to be undertaken and the degree of expertise required, as well as the name and title of the immediate supervisor.

The ToR must indicate the individual(s) to whom the trainers and experts will report deliverables and must clearly reflect the following:

- General background information on the context of the appointment;
- Objectives of the assignment;
- Scope of work, which must be consistent with the budget for the works, and contain a detailed description of the deliverables and activities to be performed.
- The duration of the assignment defined in accordance to the principles of sound financial management; duty station and expected places of travel, if any is required;
- Detailed provision of monitoring and progress controls, including reporting requirements, frequency, format and deadlines;
- A clear and unequivocal definition of the final product/s or deliverables (e.g., survey completed, workshop conducted, data collected, reports written, etc), timeframe for completion of the deliverables and payment milestones;
- Approval process required to certify outputs prior to authorizing payment, payment milestones information if applicable;
- An unambiguous description of the selection criteria including required degree of expertise and qualifications such as specialized knowledge, language needs and experience the trainer or expert must fulfil set in accordance to the Selection Criteria adopted by the Governing Board of ReSPA.
- The ToR should also state whether the assignment requires partial, intermittent or full time presence on ReSPA premises, and a sound justification as to why a full time presence is required, if the latter applies.
- If support services such as office space, equipment, secretarial services, etc. are required, the ToR should clearly state what arrangements for such needs are being made and indicate the responsible party, and
- Other relevant information.

#### ARTICLE 19 – ReSPA Internal and External Database of Experts

Managers should be responsible for Database contents by adding and updating constantly database with new experts after the end of the project and assessment of expert.

#### ARTICLE 20 – The trainers and experts and the Entities (consulting companies or other organizations)

Trainers and experts are engaged on assignments for which:

- (a) Teams of personnel are not required,
- (b) No additional outside (home office) professional support is required, and
- (c) The experience and qualifications of the individual are the paramount requirement.

Well known consulting companies or other organizations, and their employees or associates', may be employed when specific knowledge or experience is required or necessary.

When coordination, administration, or collective responsibility may become difficult because of the number of individuals, it would be advisable to employ a company or other organization.

#### ARTICLE 21 – Individual trainers and experts

From time to time, permanent staff or associates of a consulting companies may be available as individual trainers and experts. In such cases, the conflict of interest provisions described in these Rules shall apply to the parent firm.

Individual trainers and experts may be selected on a sole-source basis with due justification in exceptional cases such as:

- tasks that are a continuation of previous work that the trainer or expert has carried out and for which the trainer or expert was selected competitively;
- assignments with total expected duration of less than six months;
- emergency situations resulting from natural disasters; and
- when the individual is the only trainer or expert qualified for the assignment.

#### ARTICLE 22 – Level of competition requirements

The Director and ReSPA Staff shall follow the below minimum competition requirements in the selection of trainers and experts:

Amount in EUR	Procedure	Receipt of offers including financial	Evaluation (against the established criteria)	Reference Checks	Negotiation on appointment conditions and remuneration	Review of Award
≤ 2,500	Directly contracted, without publication	Yes	Desk review and note to file	To be determined case by case, depends on nature of the assignment	Yes	PM and PA prepare and sign the Expert Selection Report, CPM approves
> 2,500 – 20,000	Competitive process necessary, at least 1 qualified candidate to be considered.	Yes	Desk review and/or interview	To be determined case by case, depends on nature of the assignment, recommendable	Yes	Commission prepares and signs the Expert Selection Report, Chairman approves
> 2,500 – 20,000 and/or for full time appointment longer than 12 months	Competitive process necessary, at least 3 qualified candidates to be considered.	Yes	Interview mandatory	Yes	Yes	Commission prepares and signs the Expert Selection Report, Chairman approves

In any case, at least one qualified candidate (meeting the minimum requirements established for the selection process) must be identified. Publicity is mandatory for all ToRs > 2.500. EUR.

When trainers and experts are identified through “complementary procedures” (as described in the Procedure for Hiring Trainers and Experts) the ToR and the Submission Form are forwarded to at least three identified candidates. They will be invited to submit the required supporting documentation specified in the terms of reference. This includes:

- Filled submission form (F-01-04), including:
  - Brief information about the candidate (Cover letter??)
  - Brief methodology, if applicable, on how they will approach and conduct the work (3 pages max)
  - Financial Offer
  - Conflict of Interest, Availability and Exclusivity Declaration Relating to Trainer/Expert Assignment
- Personal CV including past experience in similar projects (3 pages max)
- If applicable, recommendation letters, references, proofs, etc.

When the competitive process is initiated, the candidates must be allowed at least 10 days from publication on ReSPA website to submit their offers.

#### ARTICLE 23 – Bases for selection

Trainers and experts are selected on the basis of their qualifications for the assignment.

#### ARTICLE 24 – Evaluation method

All candidates shall be evaluated in accordance with the criteria stated in the terms of reference:

- Compliance with minimum requirements, e.g. academic qualifications or number of years of experience.
- Demonstrated technical and personal competences, e.g. subject matter understanding, analytical skills or communication skills.
- Other method developed for a particular selection procedure.

When candidates are evaluated through a desk review, the evaluation team with a suitable background of minimum 2 members shall be established in case that the total amount of the ToR is ≤ 2.500 EUR. If this amount is > 2.500 EUR, a Commission must be formed. The Commission consists of:

- Chairman without voting rights (CPM/OFM) whose role is to control that the procedure is followed properly, and to approve the Expert Selection Report
- Two evaluation commission members with voting rights (PM/PA)

The role of evaluation chairperson rests with the senior staff member of the evaluation team; it is most preferably the Coordinator of ProgrammeManagers. The evaluation team must assess and rate each candidate based on submitted documentation using the evaluation grid. The evaluation grid must strictly follow the selection criteria defined in the ToR, while the overall evaluation method must follow the ReSPA Public Procurement Internal procedure. Weighting of different criteria must be defined before starting the evaluation.

When candidates are evaluated through an interview, the interview panel (ad hoc established) shall agree prior to the interviews on the questions that should clearly relate to the established evaluation criteria. In order to ensure fairness, candidates shall be asked the same set of questions during the interview. The interview panel must assess and rate short-listed candidates based on their submitted documentation and their performance at the interview by use of the evaluation grid.

Upon completion of the desk review/interview, the evaluation team shall discuss all the candidates and agree on the most suitable candidate and prepare and sign interview/desk review minutes.

Any required clearance (reference check, working permit conditions/requirements, compliance of the selection procedure to regulations issued by the Operations and Finance Manager, etc.) shall take place right after the selection of the most suitable candidate, and before signing of the Contract.

The candidate receiving the highest score or the lowest evaluated offer meets the minimum requirements and competences (depending on the selected award criteria), shall be the candidate communicated to the Director of ReSPA and Operations and Finance Manager.

#### ARTICLE 25 – Fee Negotiations

Once the best qualified candidate has been identified, the fee may be negotiated among the candidate and the negotiation team. The negotiation team is comprised of a minimum of two (2) members, except for contracts up to 2.500 EUR for which one representative of ReSPA is sufficient.

The basis for negotiation is the financial proposal submitted by the individual in the offer. Negotiations will take into consideration the available budget for the assignment and the established fee scale for Trainers and experts.

It shall not be made a commitment prior to proper award of contract and the candidate must be informed that the result of the evaluation and negotiations is subject to approval of the contract award by the relevant Director. The final negotiated agreement needs to be put in writing, signed and retained for internal records.

#### ARTICLE 26 – Fee scale

The fee of trainers and experts shall be calculated in accordance to the following formula:

Fee 100% = Education 10% + Experience 20% + Specific experience (Engagement on specific projects at the requested area) 30% + EU specific experience related to the particular engagement or employment in the EU or EU candidate/potential candidates countries 40% calculated towards the maximal budget amount.

Each of the four sequences is sub sequenced as per the following values, where 1 point = 1%:

- I. Education 10% (University Degree= 3points; Master Degree= 5points; PhD = 10 points)
- II. Experience 20% (<5 years = 5 points; <10 = 10 points; >10 = 20 points)
- III. Specific experience (Engagement on specific projects at the requested area) 30% (2<>5 years = 10 points; 5<>10 years = 20 points; >10years = 30 points)
- IV. EU specific experience related to the particular engagement or employment in the EU or EU candidate/potential candidate countries 40% (<1 = 5 points; 3<>5 = 20 points; 5<>10 = 30 points; >10 = 40 points)

If needed, the evaluator can adjust the ratio of points in accordance with requirements of concrete assignment.

If there are justifiable circumstances in the particular occasion, the Programme Manager can increase the resulting amount for up to 15%, but no more than the maximal budget amount. The justification shall be documented and retained for the records.

If the circumstances show that maximal budget amount shall be exceeded, the Director is authorised to increase the resulting amount for up to 65% above the maximal budget amount. The Programme Manager is obliged to pass the case to the Director along with new clearance on available funds issued by the Operations and Finance Manager, as supporting documentation for the final decision making on the issue of fee level for this particular ToR.

The maximal budget amount is the one approved within the accepted Core Budget or budget of the “directly managed funds”. “Directly managed funds” are defined as funds provided by donors to ReSPA for its activities and managed by the Secretariat pursuant to Article 24 of the ReSPA Agreement.

Within the 3<sup>rd</sup> quarter of the current year ReSPA shall perform the Fee research for the review of the established fee scale or methodology for scaling. The revised fee scale or methodology for scaling shall be finally approved by the Governing Board and incorporated in the working plans and Budget for the following year or the “directly managed funds”.

#### ARTICLE 27 – Conclusion of Contract for consulting services

Once the fee is negotiated, and approvals are cleared, the Contract is sent to the trainer or expert for signing, as described in the related procedure for Hiring Trainers and Experts. The conditions of the Contract are nonnegotiable, except the fee defined in accordance to Article 25 and 26 of these Rules.

#### ARTICLE 28 – Contract management (Performance monitoring)

The overall responsibility for approval and signature of contract rests with the ReSPA Director in accordance to the Staff regulations of ReSPA.. The Director is responsible for monitoring the trainer or expert’s work to ensure high performance standards, authorising payments, making contract changes as may be needed, resolving claims and disputes, ensuring timely and satisfactory completion of the assignment and approval of evaluation of the performance of trainers and experts.

The Director is also authorised based on negative evaluation results to decide on decreased payment or no payment to the particular trainer/expert. Each Contract for engagement of Trainers/Experts shall contain a provision on this authority of ReSPA.

The responsibility for day to day contract management and performance monitoring rests with the ReSPA Staff responsible for managing the activity in question.

#### ARTICLE 29 – Evaluation of the Performance of trainers and experts

Trainers and experts shall observe due diligence and prevailing standards in the performance of the assignment. ReSPA shall evaluate the performance of trainers and experts. The actual evaluation of the performance (work) of trainer’s and experts rests with the Programme Manager who is in charge of the certain programme activity. The Programme Manager is responsible to fill Expert Evaluation Report in collaboration with Programme Assistant who was also in charge for certain activity. The Evaluation Report is finally approved by the Director as responsible for overall management of Contracts.

The evaluation shall be consisted of input from the evaluation forms filled in by the participants of activities and events conducted by ReSPA if applicable and qualitative assessment of the performance of trainer or expert given by the Programme Manager and Assistant who were responsible for certain activity.

The performance ratings will be an input for future short-listing. In the case of repeated poor performance, the trainer or expert will be notified and provided an opportunity to explain the reasons for it and the remedial action proposed. If poor performance persists, the ReSPA may exclude the trainer or expert from further participation in ReSPA activities for a stated period of time, that can range from at least a year to non – engagement in any future activities of ReSPA suitable to the profile and expertise of that particular expert.

Trainers and experts shall be responsible for the accuracy and suitability of their work. In this regard no modifications shall be made in the final documents prepared by the trainers and experts without mutual agreement.



### PART III – FINAL PROVISIONS

#### ARTICLE 30 – Forms and templates

The forms and templates for unified and accurate implementation of these Rules and its related procedure for selection and appointment of trainers and experts shall be enacted by the Director of ReSPA within 30 days after these Rules and its related procedure enter into force.

The changes and adjustment of forms shall be adopted in accordance to paragraph 1 of this Article.

#### ARTICLE 31 – Entry into force

These Rules and its related procedure shall enter into force immediately after they have been adopted by the Governing Board. The same shall apply to any amendments made to these Rules or its related procedure.

## Procedure for Hiring Translators and Interpreters

Author	Ernst & Young Belgrade	Number: PR-02
Supervisor		
Procedure approved by		Version: V-01
Effective date		
Process owner		

### Document overview

No.	Version No.	Changes initiated by	Revision date	Revised by
1.				
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## 1. PURPOSE AND SCOPE

This procedure shall apply for procurement of translation/interpretation services required for the implementation of Programme activities of ReSPA. It defines how it is assessed whether ReSPA should hire a translator/interpreter or not, what necessary justification must be provided, and what are the deadlines to be followed.

**A Framework Contract must already exist with the supplier of translation services. In the opposite case, this procedure is not applicable.**

## 2. ABBREVIATIONS

**PM:** Programme Manager

**PA:** Programme Assistant

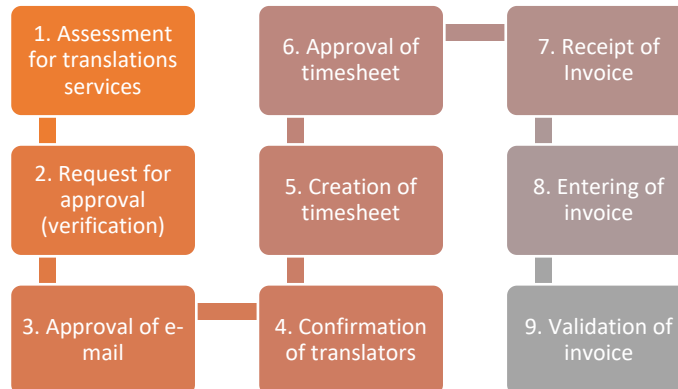
**FA:** Financail Assistant

## 3. INTERNAL RELATED DOCUMENTS

1. Financial Regulations
2. Staff Regulations
3. Procedure for procurement of other supplies and services
4. Procedure for procurement of services for participants of training/network event
5. Financial Circuit Procedure

## 4. PROCEDURE FOR HIRING TRANSALTOR/INTERPRETER

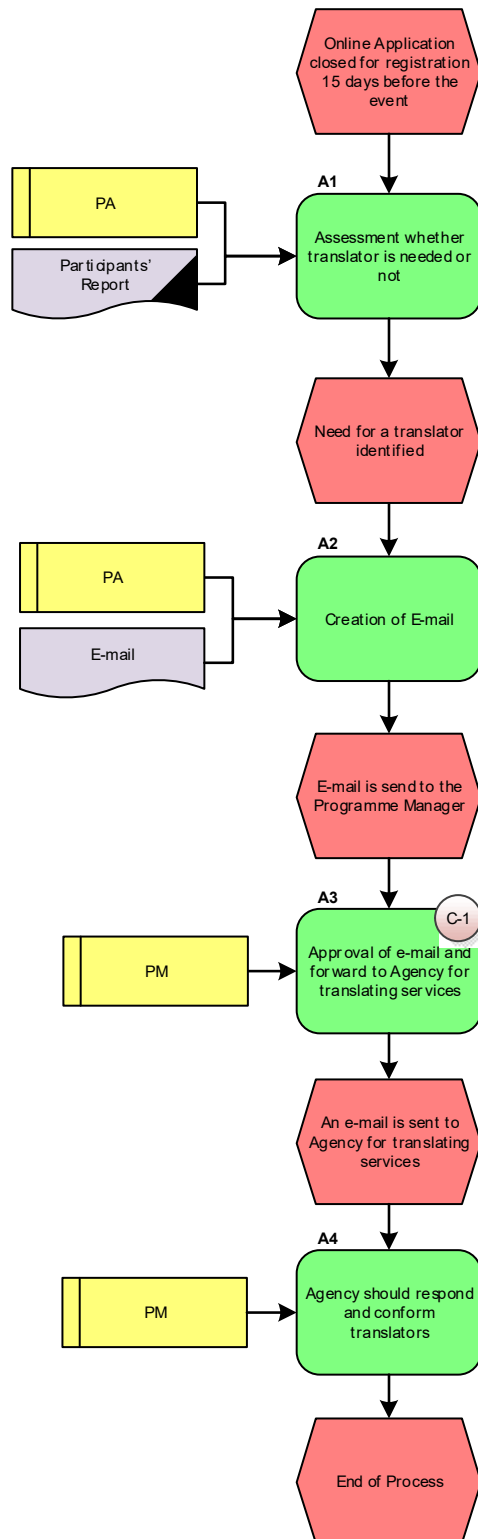
### 4.1 Overview of activities



#### 4.2.1 Process description of activities: assessment, creation of request and approval

Activity code	Activity	Process description	Responsibility	Document
A. 1	Assessment whether translation services are needed or not	The process begins 15 days prior to the event, when the final list of participants is available in the online application. The Programme Assistant makes an assessment based on all Participants' Reports which should reveal whether translation services are needed or not. If at least three participants do not speak the language which is used during the Training/Event (mostly English), a translator should be hired.	Programme Assistant	Information about language skills from Participants' Report
A. 2	Request for approval	If translation services are needed, the Programme Assistant should submit the PO Request with details about needs for translation services to the Programme Manager. The PO Request should contain following data: translation language, as well as the number of working hours, the date(s) of the activity, and the location.	Programme Assistant	PO Request
A.3	Approval of PO	The Programme Manager should approve a PO Request and the Programme Assistant should send it to the supplier under agreement. The deadline for submission is 10 days before the start of the activity.	Programme Manager	PO
A.4	Supplier should confirm details from the PO	Supplier should reply to the Programme Assistant's e-mail as soon as possible.	Programme Assistant	PO

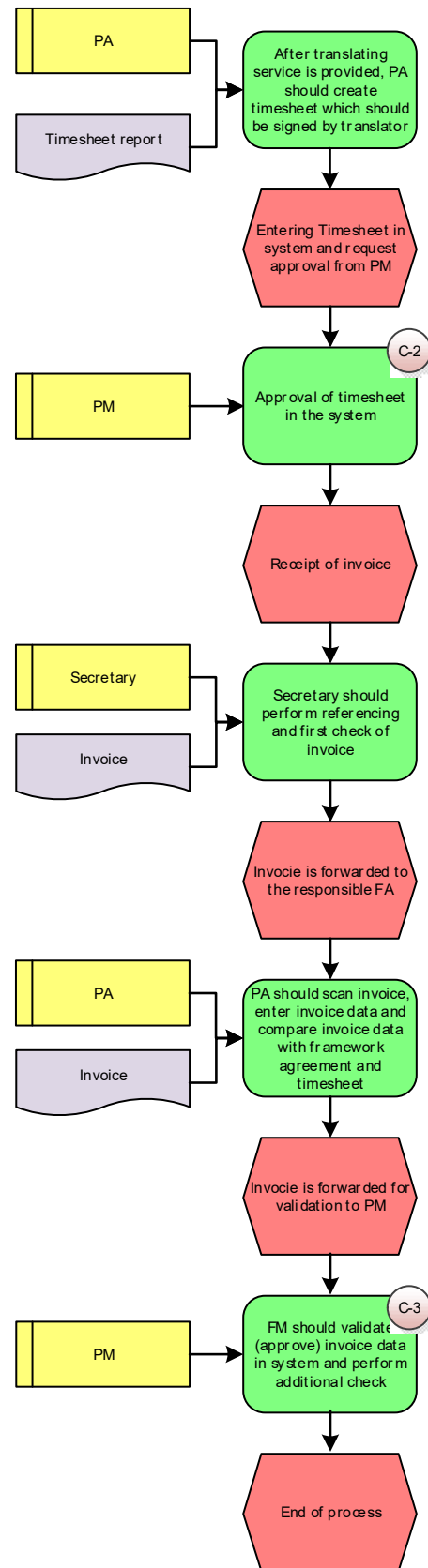
#### 4.1.2 Process map of activities: assessment, creation of request and approval



#### 4.2.1 Process description of activities: creation of timesheet, entering invoice data in system and approval of invoice

Activity code	Activity	Process description	Responsibility	Document
A.5	Collection of time-sheet from translators	After translating service is provided, Programme Assistant should request from translator to fill time-sheet report and approve it by signing.	Programme Assistant	Time-sheet of translator
A.6	Receipt of invoice	Invoice for translation services with corresponding timesheet should be received and referenced by the Personal Assistant to the Director and after this it should be forwarded to the responsible Programme Assistant.	PAD	Invoice
A.7	Scanning and entering invoice data in EDOPS	Programme Assistant should scan invoice and enter invoice data in system. Furthermore, PA should perform detail check of invoice data by comparing it with hours in timesheet and agreed fee from framework contract. PA should match invoice with timesheet as a proof of service deliver. PA should at the end forward this invoice through the system to Programme Manager for approval (validation)	Programme Assistant	Invoice
A.8	Validation of Invoice	Programme Manager should validate invoice entry entered in the system and should perform additional check of invoice by comparing it with framework contract and hours from time-sheet report.	Programme Manager	Invoice
<b>End of process</b>				

#### 4.2.2 Process map of activities: creating timesheet, entering invoice data and approval of invoice



## 6. RISKS AND CONTROLS FOR HIRING EXPERTS AND TRAINERS

Risk	Risk description	Control
1) Wrong inputs related to need for translations services	An error in e-mail concerning the information for translator services. Hiring translators when there is no need for them, may create non-eligible and unnecessary costs.	The PM must check the e-mail and information for translation services that are sent by PA. In order to approve e-mail and forward it to agency for translation services PM should first check in Participants' Reports whether there is a need for translation services.
2) Time-sheet data were entered wrong and may lead to unnecessary costs.	Programme Assistant is responsible for entering time-sheet data from hard copy time-sheet of translator. Accidentally, PA may enter wrong data and organizations may have additional cost.	PM should check data and should compare if it is necessary to original document. If there are some discrepancy, PM should check require original in order to be able to check data.
3) Organization may be invoiced by amount which are not appropriate and which differ from agreed terms from contract or PA may enter wrong invoice data.	Agency that are responsible for organization of translator services for events, may accidentally send invoice with wrong amount or PA may mistakenly enter invoice data which may led to wrong payments.	In order to prevent these situations, PM should check entry of invoice by comparing it with hours from time-sheet and fees from framework contract.



## Procedure for Utilities and General Expenses

Author	Ernst & Young d.o.o. Beograd	Number: PR-02
Supervisor		
Procedure approved by		Version: V-01
Effective date		
Process owner		

### Document overview

No.	Version No.	Changes initiated by	Revision date	Revised by
1.				
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## 1. PURPOSE AND SCOPE

Procedure for utilities and general expenses aims at simplifying the usual procedure for ReSPA Core Budget procurement of supplies and services.

## 2. DEFINITIONS AND ABBREVIATIONS

### 2.1. Definitions

**UTILITIES AND GENERAL EXPENSES** – those include all expenses of supplies and services provided to ReSPA on a monthly basis and regulated with a long-term contract (minimum one year) so that they can be planned in advance. More specifically, those include heating, electricity and water expenses, accounting costs, EDOPS software support, maintenance of the campus and of the ReSPA building costs, as well as other utilities and general expenses under this definition.

### 2.2. Abbreviations

**OFM:** Operations and Finance Manager  
**CPA:** Coordinator of Programme Activities  
**PM:** Programme Manager  
**PA:** Programme Assistant

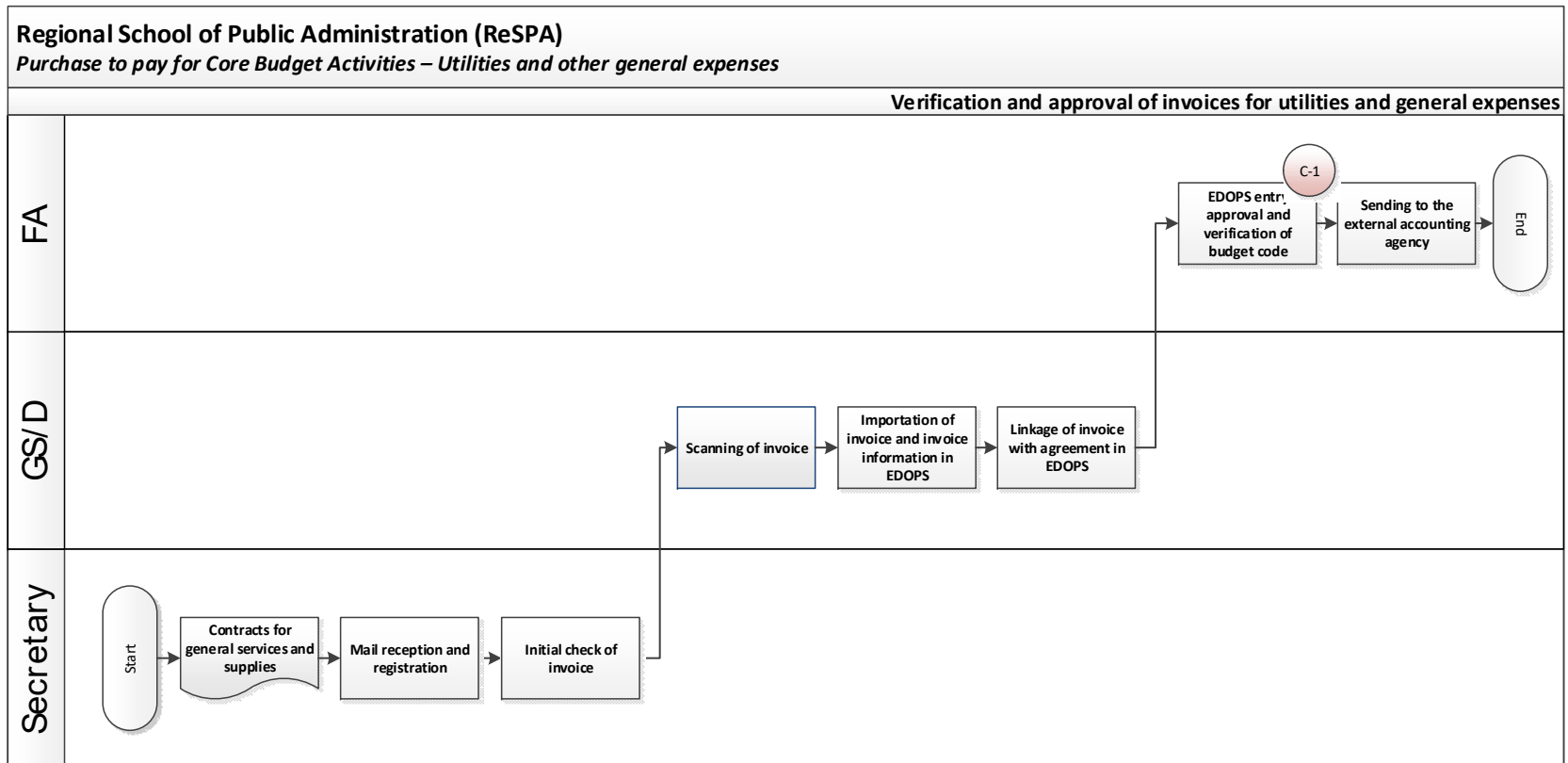
**FA:** Finance Assistant  
**TOA/IT:** Technical Operations Assistant / IT  
**GS/D:** General Services / Driver  
**PO:** Purchase Order

## 3. INTERNAL RELATED DOCUMENTS

1. Financial Regulation of ReSPA
2. Procedure for payment and validation of invoices

#### 4. PROCEDURE FOR UTILITIES AND GENERAL EXPENSES

Based on agreements for utilities and general services and supplies (as defined in 2.1.), suppliers charge ReSPA for their services on a monthly basis. For these suppliers, a simplified procedure is used, as follows.



When an invoice is received, it is registered and checked by the Secretary. It is then forwarded to the GS/D, who is scanning the invoice, and importing the invoice data in EDOPS. Eventually, the GS/D may link the invoice to a Purchase Order (PO) or to an Agreement.

In fact, in EDOPS, specific budget codes for suppliers are defined in order to control and prevent omission. In the regular procedure, an invoice must always be linked to a PO and to an agreement. In this simplified procedure (and only in this simplified procedure) an exception may be made for certain suppliers previously authorized in the system by the Operations and Finance Manager (OFM). Therefore for general expenses and utilities, invoice data may be entered in EDOPS without being linked to a PO. Some utilities and general expenses (heating, electricity...) may not have an agreement to be linked with; therefore the same simplification can be applied for those suppliers.

The GS/D enters the data relative to the supplier and chooses automatically the type of procurement and the budget code offered by the system. This information must be entered in EDOPS when defining the supplier. After entering the invoice data, the GS/D links the invoice with the agreement, if it exists.

EDOPS entry will be validated by the Financial Assistant (FA) or the Operations and Financial Manager (OFM). The FA/OFM performs an accounting verification of the budget code and an additional check of the invoice. This would complete the process of verification, and enable the FA/OFM to send the invoice further, to the external accounting agency. After the posting of the invoice, the payment should be performed.

#### 6. RISKS AND CONTROLS FOR UTILITIES AND GENERAL EXPENSES

Risk	Risk description	Control
1) Error in EDOPS entry	This simplified procedure doesn't require the invoice to be linked to a PO or an agreement before being paid. Therefore an entry error in EDOPS (amount, or budget code) represents an important risk.	The invoice is first checked by the Secretary at reception.  The FA/OFM performs an additional check of the invoice data which is entered in EDOPS, particularly by checking that the appropriate budget code was entered.

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Procedure for Procurement of Visibility Material	<b>PR-05</b>
Programme Activities	Version V-01

## Procedure for Procurement of Visibility Material

Author	Ernst & Young Belgrade	Number: PR-05
Supervisor		
Procedure approved by		Version: V-01
Effective date		
Process owner	Programme Activities	

### Document revision overview

No.	Version No.	Changes initiated by	Revision date	Revised by
1.				
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Regional School of Public Administration (ReSPA)	Page 2 of 8
Procedure for Procurement of Visibility Material	<b>PR-05</b>
Programme Activities	Version V-01

## 1. PURPOSE AND SCOPE

This procedure should be adopted, based on Article 15 of the Agreement establishing ReSPA and shall apply for procurement of visibility and promotional material. Promotional and visibility material are prescribed in the Europe Commission Grant budget. For this supply, ReSPA regularly publishes annual tender. Specification and quantity is developed by the programme staff according to the activity plan and standardized set of items which are required for the participants. Based on this, agreement is signed with specified supplier for the period of one year with possibility of renewal or for an entire duration of grant contract. Standardized set of items for each participant should be defined as package 1, 2, ..., n for each year.

## 2. DEFINITIONS AND ABBREVIATIONS

### 2.1. Definitions

**VISIBILITY MATERIAL** – Promotional material given to the training participants as a predefined package of items.

### 2.2. Abbreviations

**OFM:** Operations and Finance Manager  
**CPA:** Coordinator of Programme Activities  
**PM:** Programme Manager  
**PA:** Programme Assistant  
**PO:** Purchase Order  
**RN:** Receipt Note

**POR:** Purchase Order Request  
**FA:** Finance Assistant  
**TOA/IT:** Technical Operations Assistant / IT  
**GS/D:** General Services / Driver  
**ToR:** Terms of Reference

## 3. FORMS

1. Purchase order request (F-05-1)



Purchase Order  
Request.xlsx

2. Purchase order (F-05-2)



Purchase Order.xlsx

3. Goods received note (F-03-1)



Receipt Note.xlsx

Form number	Form name	Description	Authorization
F-05-1	Purchase order request	<p>This document is filled after the evaluation of needs in visibility material. Form should be submitted for each project/activity separately.</p> <p>Fields related to number of request and date should be automatically field by system. Requestor should propose supplier, enter how urgent purchase is, specified for each article quantities and estimated price. Requestor should also define criteria on which evaluation of offers should be perform.</p> <p>After verification (approval) of Purchase order request by Programme Manager, this request is automatically transfer to Technical Operations Assistant who creates Purchase order.</p>	The document is created by the Programme Assistant and sent to the Programme Manager for verification (approval).
F-05-2	Purchase order	<p>The Purchase order is filled in on the basis of the approved Purchase order requests.</p> <p>Fields related to number of request and date should be automatically field by system. Technical Operations Assistant should enter data as name of a supplier, as well as supplier's address and ID number. Next, there is a table where, for every article/service ordered, code, description, then unit of measure, quantity and agreed amount are entered.</p> <p>Below table there are separate fields which contain the delivery date and delivery location.</p> <p>Also, there are two blank fields for persons who have requested and person who verify this request by signature. This verification and preparation of purchase order should be execute in EDOPS.</p>	Based on a filled and authorized Purchase order Request, the Purchase order is filled by the Technical Operations Assistant.
F-03-1	Receipt note	<p>Receipt note is filled in upon receipt of goods at warehouse. The first part of this document contains the number of goods received note itself, number of Goods dispatched note from the supplier, warehouse number and date are filled in. In the central table, the code for each item, the name, unit of measure and quantity are filled in. At the bottom of the document, the person who received the goods signs on.</p>	Storekeeper certifies the document with his signature which signifies that the delivery meets criteria and that it is in accordance with documentation.

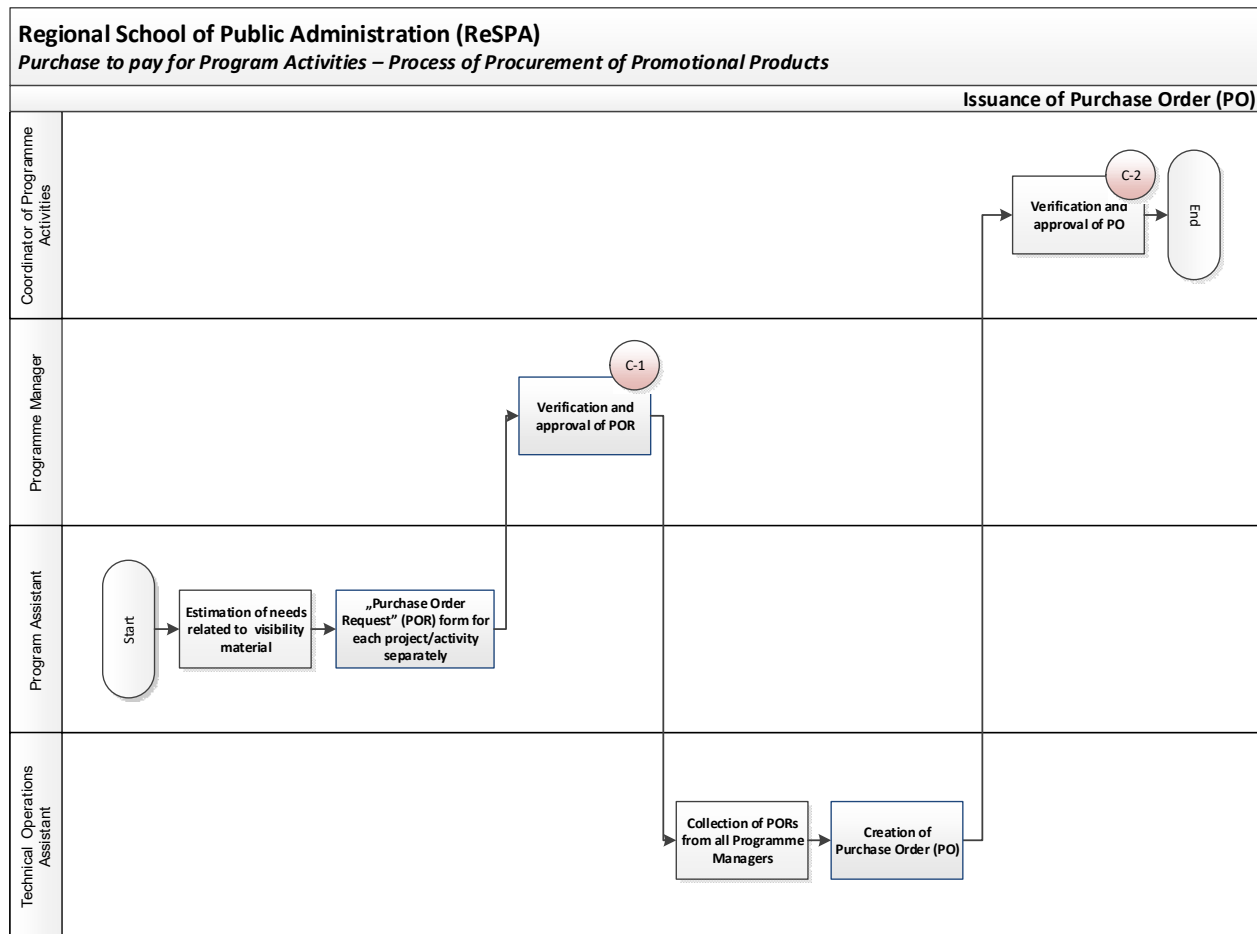
#### 4. INTERNAL RELATED DOCUMENTS

1. Financial Regulation
2. Staff Regulation
3. Inventory management
4. Financial Circuit Procedure

## 5. PROCEDURE FOR PROCUREMENT OF VISIBILITY MATERIAL



### 5.1. Issuance of PO



#### 5.1.1. Purchase Order Request form for each project/activity separately

Procurement of visibility material should be performed on a monthly basis, on the basis of the budgeted number of activities and participants. Therefore, visibility material should be ordered monthly or quarterly ahead and process should be initiated by Programme assistant or managers who are in charge for forthcoming projects. Based on „Programme of Work“ which could be seen in the system, Programme assistant should enter details for procurement of visibility material in „Purchase Order Request“ (POR) form for each project/activity separately which should be accomplished in the following month (months).



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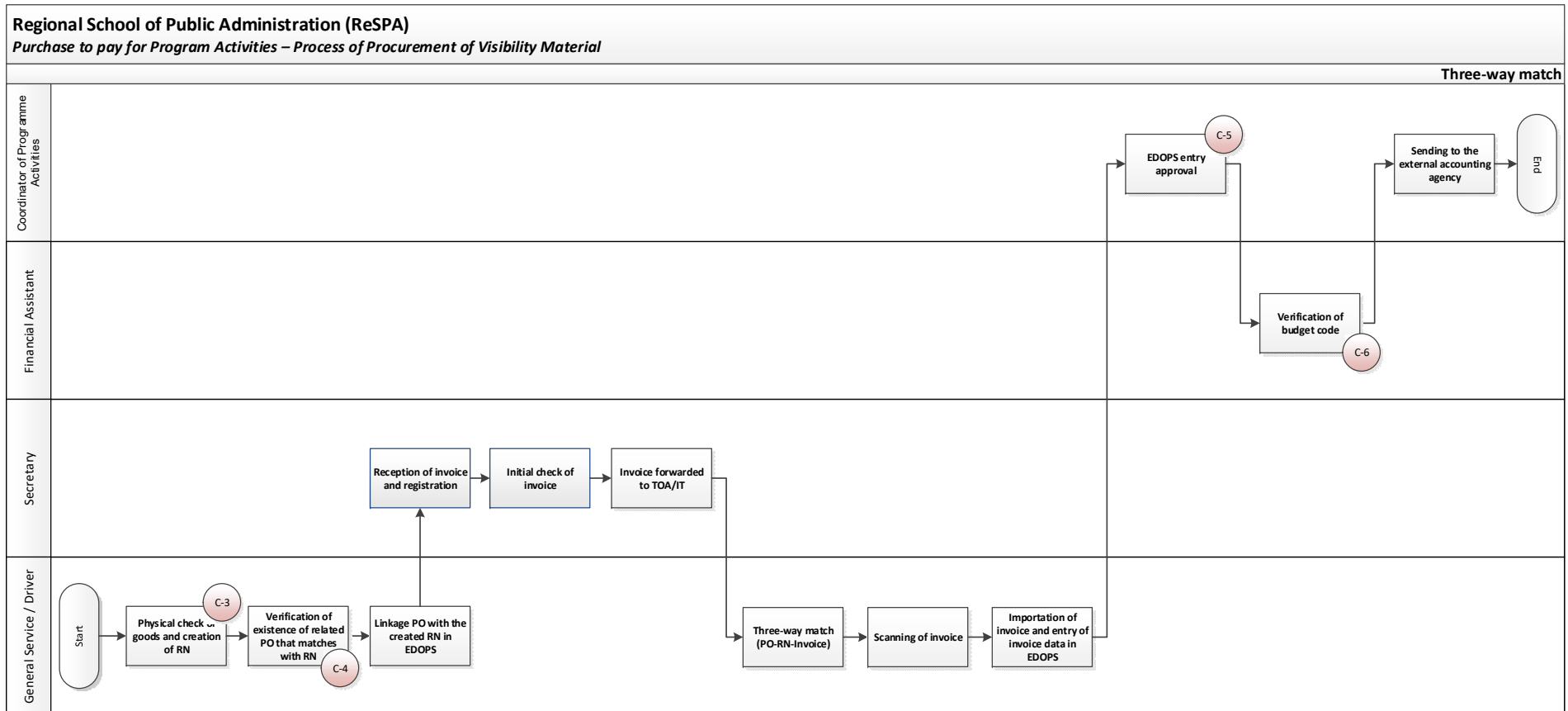
### 5.1.2. Verification and approval of POR

“Purchase Order Request” should be forwarded through the system to the Programme manager for approval. Programme managers should receive notification through the system, when “Purchase Order Request” is sent by Programme assistant. Programme managers should check quantities and immediately approve request. After approval, POR is forwarded to the Technical Operations Assistant.

### 5.1.3. Creation of Purchase Order (PO)

PORs from different Project Managers are collected by the Technical Operations Assistant who then creates the „Purchase Order“ (PO) in the system based on data from PORs. Technical Operations Assistant should contact and alert managers and assistants if they are in delay with preparation of PORs. After entering data in PO form, this is sent to Coordinator of Programme Activities for verification and approval. After the approval, Technical Operation Assistant allows sending PO to supplier. If possible, it should be defined in the system that PO is automatically sent to supplier, after approval by Coordinator of Programme Activities. Supplier should confirm that PO is received and that order can be realized.

## 5.2. Three way match



### 5.2.1. Physical check of goods and creation of RN

Visibility material orders are received by the General Services/Driver (GS/D), who makes a physical check of received goods and creates a 'Receipt Note' (RN). While performing checking of goods, GS/D should have purchase order in order to be able to compare quantities and characteristics of demanding goods. The GS/D has to link the RN with the PO and to indicate whether there is difference between those two documents.

### 5.2.2. Three-way match (PO-RN-Invoice)

The next verification step is done when ReSPA receives an invoice by mail. The Secretary will receive and register the mail, and forward the visibility material order invoice to the General Service/Driver. Once the General Services/Driver has all three documents, that is to say the PO, the RN, and the invoice, he or she will be able to perform a three-way match, and import the scanned invoice and the invoice data in EDOPS.

### 5.2.3. Invoice validation

EDOPS entry related to invoice should be validate (approve) by the Coordinator of Programme Activities (CPA). After validation and approval of invoice, the invoice is sent to the Finance Assistant (FA) or the Operations and Finance Manager (OFM) who is performing accounting verification of the budget code and for an additional check of the invoice data. This would complete the process of verification, and enable the FA/OFM to send the invoice further, to the external accounting agency.

## 6. RISKS AND CONTROLS FOR PROCUREMENT OF VISIBILITY MATERIAL

No.	Risk	Risk description	Control
1	Lack of control over visibility material needs	If wrong quantities have been ordered (example: not enough), it may lead to situation that there are no enough of visibility material for all participants or that wrong package of material have been ordered.	FM confirms purchase order request in system for visibility material.
2	Purchase order approval	If Purchase order has not been checked by an authorized person, there is a possibility of errors in ordered goods or quantities.	LPM approves purchase order by comparing with purchase order requests for visibility material purchase
3	Supplier sent the goods which were not ordered	By receiving the goods that aren't ordered, company is exposed to unnecessary costs.	Open Purchase Orders (POs) are recorded in POs log and always could be tracked and linked to the certain receipt. Thus, the GS/D will be expecting an order and he would not be in the situation to receive something which has not been previously ordered. Based on POs, he is going to be ready for the larger loads of orders, where is needed to make space in warehouse accordingly.
4	Quantity of products received is larger compared to Purchase order/ Offer	In the case that received amount of goods is bigger than on Purchase order, company is exposed to unnecessary costs.	GS/D is obligated to compare the documentation with arrived goods and Purchase Order. In such case where an irregularity may occur, GS/D is obligated to report it to the

			TOA or staff who initiates purchase.
5	Quantity of products stated in invoice is larger compared to purchase order and receipt note	In most of the cases, invoice will arrive to the Organization separately from goods, with couple of days delay. Generally speaking, most of the suppliers wait for their employee, who made the delivery, to deliver signed dispatch note and then the supplier will issue an invoice. However, there are going to be situations when the goods, dispatch note and invoice come at the same time. In such case where the amount of goods stated on the invoice is bigger than on the respective Purchase Order or Receipt Note, the Company is exposed to an unnecessary cost.	GS/D has to link invoice with Receipt Note in order to be able to submit invoice data in system. This control will prevent of having situation that invoice quantities are differ from quantities on Receipt Note. If there is a mismatching, invoice should be rejected and supplier should be contacted.
6	Single product price is higher on invoice than on Purchase order.	Like in the previous risk, it is very important to check if the unit price is higher on invoice than on the Purchase Order. In such cases where the unit price is lower on invoice, it is acceptable for ReSPA.	In both cases, either when invoice come with the goods and with dispatch note and when it comes afterwards, it is very important to check if the unit price is equal or lower on the Purchase Order. In case that invoice comes immediately, and irregularities exist GS/D is obligated to report it to TOA or requestor. In case the invoice comes afterwards, GS/D is obliged to notice irregularities and inform TOA or requestor.

## Procedure for Procurement of Other Supplies and Services

Author	Ernst & Young d.o.o. Beograd	Number: PR-03
Supervisor		
Procedure approved by		Version: V-01
Effective date		
Process owner		

### Document overview

No.	Version No.	Changes initiated by	Revision date	Revised by
1.				
2.				
3.				
4.				
5.				
6.				

## 1. PURPOSE AND SCOPE

The procedure for Procurement of Other Supplies and Services aims at explaining the general procurement procedure of ReSPA. It covers the procurement of services and supplies of all amounts, both from the ReSPA Budget. However, it does not cover the specific rules for Works contracts, in which case ReSPA Public Procurement Internal Procedure as well as PRAG rules should be consulted. It does not cover the procurement of expert/trainer/translator services, the procurement of visibility material, services for participants, or utilities and general expenses either, for which separate procedures exist.

Overall, this procedure follows stricter rules than PRAG rules. It may follow equally strict rules, but never less strict than PRAG Rules.

## 2. DEFINITIONS AND ABBREVIATIONS

### 2.1. Definitions

**TERMS OF REFERENCE** – The document drawn up by ReSPA setting out its requirements and/or objectives in respect of the provision of services, specifying, where relevant, the methods and resources to be used and/or results to be achieved.

**PROCUREMENT REQUESTOR** – A procurement may be requested by any ReSPA Secretariat member.

**ReSPA SECRETARIATE MEMBERS** – Director and ReSPA Staff members.

**ReSPA STAFF MEMBERS** – employees at ReSPA, including ReSPA Staff and ReSPA Technical and Service employees.

**ReSPA STAFF** – members of ReSPA staff who are international civil servants.

**ReSPA TECHNICAL AND SERVICE EMPLOYEES** – those technical and service employees envisaged by Staff Regulation and Annex 1 of Staff Regulation.

### 2.2. Abbreviations

**OFM:** Operations and Finance Manager  
**CPA:** Coordinator of Programme Activities  
**PM:** Programme Manager  
**PA:** Programme Assistant

**FA:** Finance Assistant  
**TOA/IT:** Technical Operations Assistant / IT  
**GS/D:** General Services / Driver  
**POR:** Purchase Order Request

## 3. FORMS AND ANNEXES

### 3.1. Forms

Form no.t	Form name	Description	Authorization
F-03-01	Purchase Order Request (POR)	This document initiates the procurement process. It defines the needs, and the decision-making criteria.	The POR must always be approved, in order to ensure that the procurement is a justified option.

F-03-02	Purchase Order (PO)	Once the need is defined and the decision-making criteria set in the POR, it must be approved. After approval, and selection of the supplier, a PO may be issued and sent to the chosen supplier. The PO is the first official offer issued by a buyer to a seller, indicating types, quantities, and agreed prices for products or services. It represents a legal commitment.	As it represents a legal commitment, the PO should be approved before it is sent to the supplier. The approval of Director is required for all PO > 5.000 EUR, while the approval of OFM/CPA (depending on the nature of the procurement) is required for POs < 5.000 EUR.
F-03-03	Request for Quotation (RFQ)	The RFQ should contain the exact same purchase details than those stated in the approved POR. It may be sent to one, or several potential suppliers and does not constitute a legal commitment.	No approval of RFQ is required prior to the contacting of suppliers since it should contain identical purchase information than the information stated in the POR.
F-03-04	Submission Form	The Submission Form is the single simplified document to be filled-in by suppliers when submitting their applications, in case of purchases up to 20.000 EUR. In other cases, it is one of the documents to be filled by the candidate according to PRAG Rules.	N/A
F-03-05	Supplier Evaluation Grid & Supplier Selection Report	The Supplier Selection Report must include the evaluation of the three best candidates, commission members' votes, as well as a narrative justifying the final selection decision. It must be accompanied by the evaluation grid listing all candidates and their scores (technical, financial, overall), justifying the selection.	For ToRs/TS below 5.000 EUR, the Supplier Selection Report must be approved by the OFM (CPA if purchase related to Programme Activities). For ToR/TS above 5.000 EUR, the Supplier Selection Report must be approved by the Commission Chairman.
F-03-06	Request for Supplier Payment Details	This documents provides all necessary information in order to create the supplier in EDOPS, including means of payment and payment details.	This form must be sent to the supplier and collected back as soon as the contract is signed. Filled form must be forwarded to the FA who is in charge of creating the supplier in EDOPS.
F-03-07	Agreement with supplier	The agreement with supplier is the contract between the supplier and ReSPA. It is based on the ToR/TS. Its conditions are non-negotiable.	The agreement with supplier is always verified and approved by the Director before signature.

#### 4. INTERNAL RELATED DOCUMENTS

1. Agreement establishing ReSPA
2. Staff Regulation of ReSPA
3. Financial Regulation of ReSPA
4. ReSPA Public Procurement Internal Procedure
5. PRAG 2016 (15 January 2016)

## 5. PROCEDURE FOR OTHER SUPPLIES AND SERVICES

SERVICE	Amount of ToR (in EUR)	< 5k	5k - 20k	20k - 300k	> 300k
	<b>Procurement Procedure</b>	RFQ/Single-Tender Procedure		Competitive-negotiated Procedure / Framework Contracts	
<b>Publicity</b>	Optional		ReSPA Website	+ National Press	+ International Press
<b>Evaluation Commission</b>	Optional		Mandatory 5 members (Chairman, Secretary, 3 voting members)		
<b>Tender Documentation</b>		Simplified Documentation		PRAG Documentation	

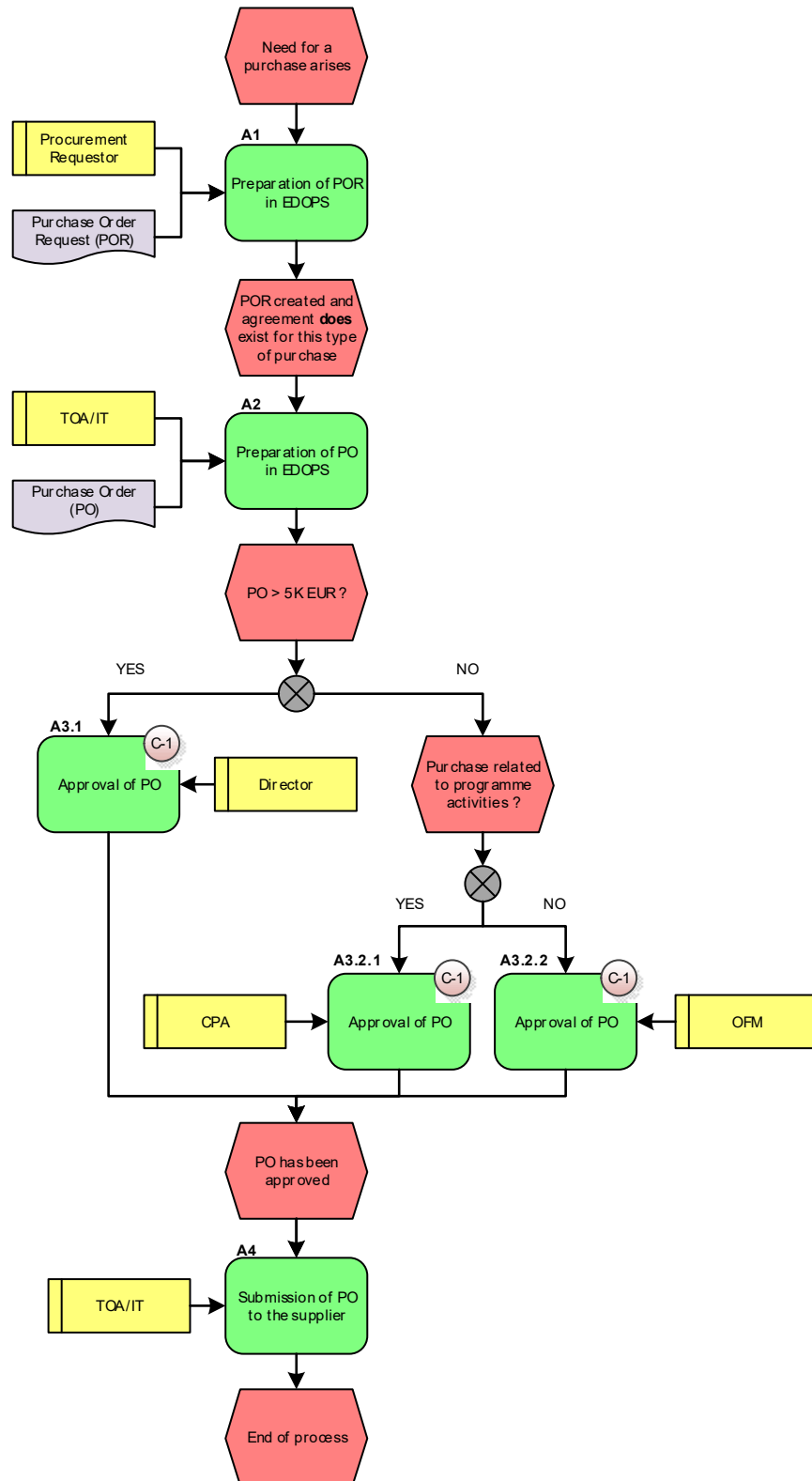
SUPPLY	Amount of TS (in EUR)	< 5k	5k - 20k	20k - 300k	> 300k
	<b>Procurement Procedure</b>	RFQ/Single-Tender Procedure			Open Procedure
<b>Publicity</b>	Optional		ReSPA Website	+ National Press	+ International Press
<b>Evaluation Commission</b>	Optional		Mandatory 5 members (Chairman, Secretary, 3 voting members)		
<b>Tender Documentation</b>		Simplified Documentation		PRAG Documentation	

An annual plan for procurement should be made for each year. Procurement should be planned in the current year for the next year. This plan should be prepared on a special staff meeting, and should be approved either by the Operations and Finance Manager (OFM) or the Director.

This procurement procedure must be followed for all purchases of goods and services planned ahead, but also, and especially for those which were not. As a general procurement procedure, it does not apply where a specific procurement procedure exists.

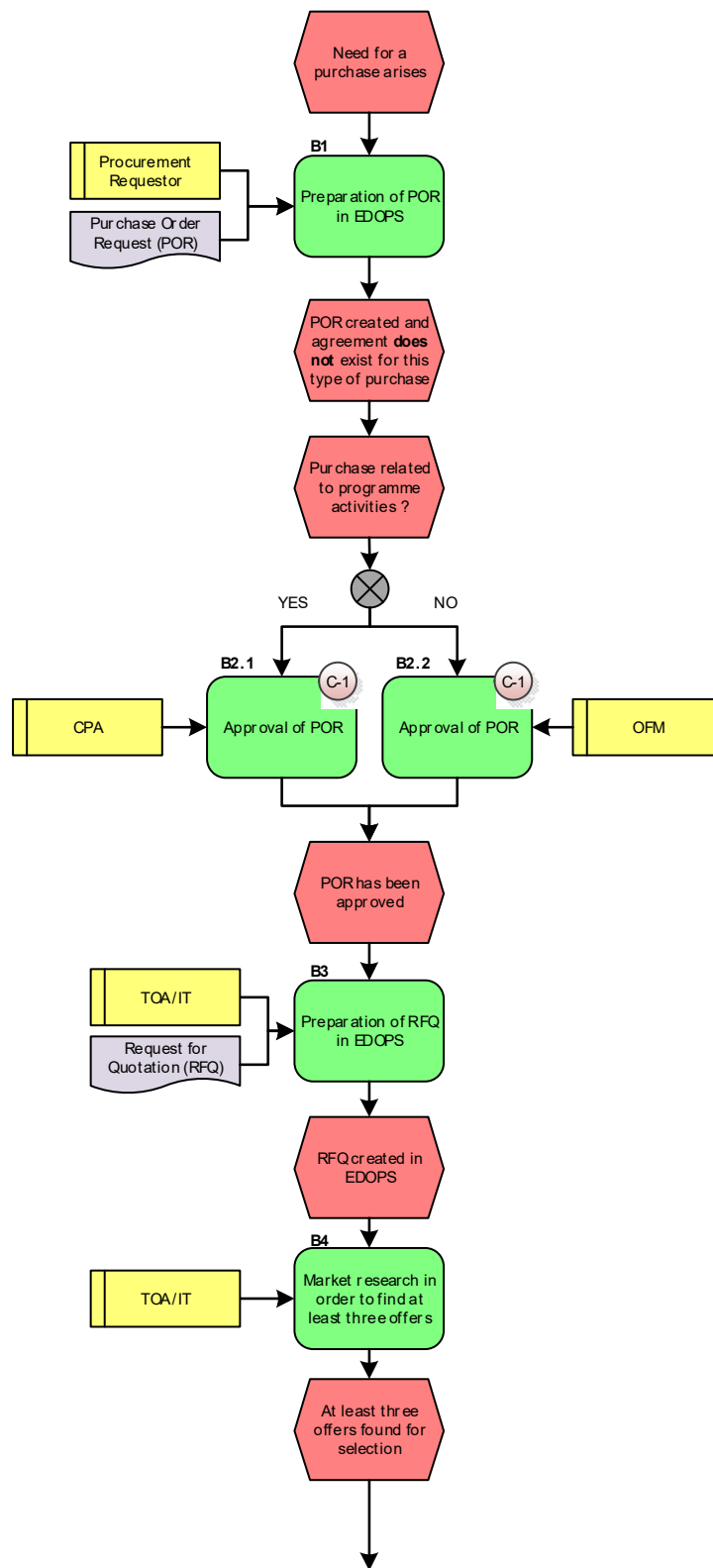


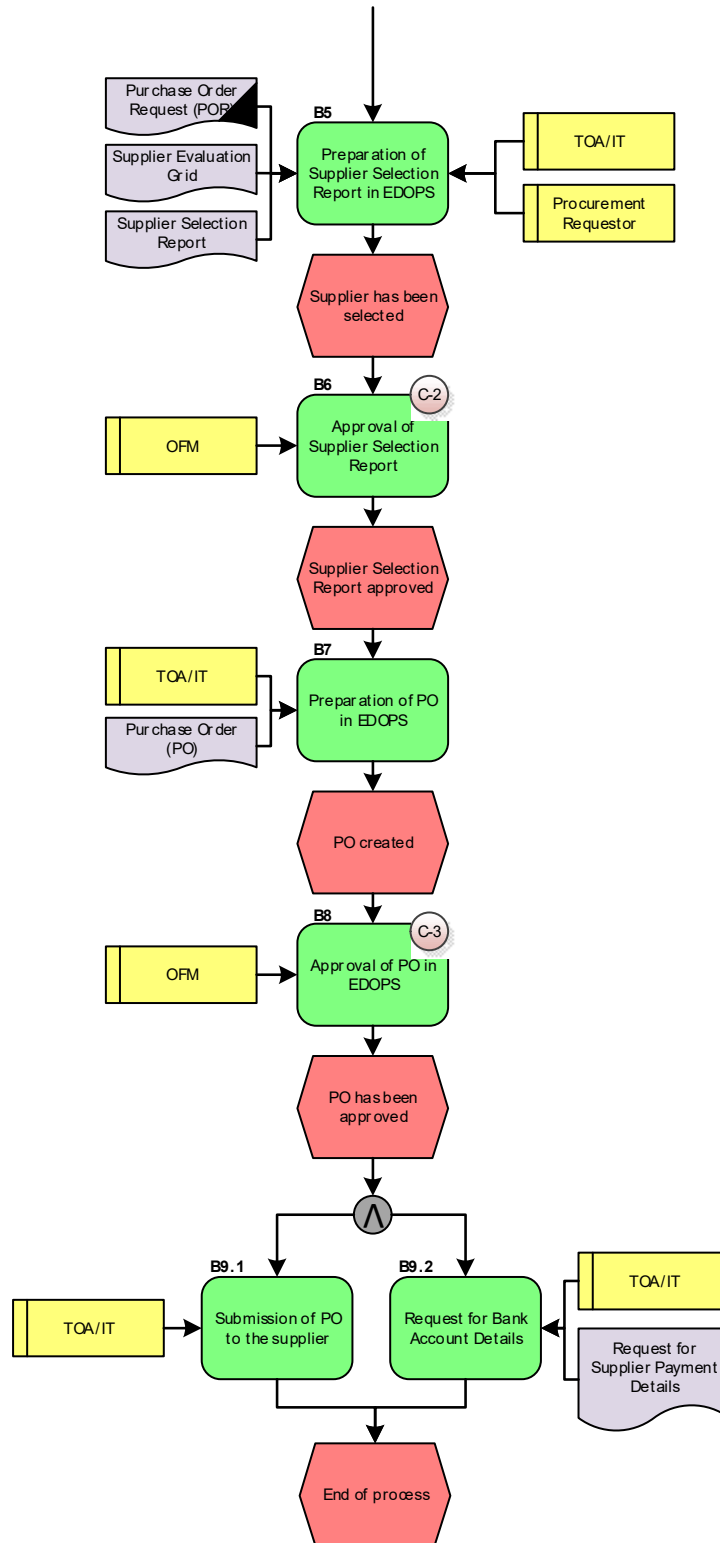
### 5.1. Case when an agreement exists



Activity code	Activity	Activity description	Responsibility	Document					
A1	Preparation of POR in EDOPS	The procurement process begins when a need for a purchase arises. The process is initiated by a Procurement Requestor who creates a POR in EDOPS. In the POR should be specified, amongst others, the expected cost and the type of purchase, as well as the name of the supplier in the case that an agreement exists.	Procurement Requestor	Purchase Order Request (POR)					
A2	Preparation of PO in EDOPS	In the case that an agreement exists for this type of procurement, the TOA/IT must collect PORs from one, or several Procurement Requestors and create a PO in EDOPS.	TOA/IT	Purchase Order (PO)					
<b>Is the total amount of PO above 5.000 EUR?</b>									
<b>YES</b>									
<b>NO</b>									
<b>Is the purchase related to Programme Activities?</b>									
Activity code	Activity	Activity description	Responsibility	Document	Activity code	Activity	Activity description	Responsibility	Document
!A3.1	Approval of PO	If the total amount of PO exceeds 5.000 EUR, an approval from the Director is required before submitting the PO to the supplier.	Director	-	YES – !A3.2.1	Approval of PO	If the total amount of PO does not exceed 5.000 EUR, and if the PO is related to programme activities, an approval from CPA is required before submitting the PO to the supplier.	CPA	-
					NO – !A3.2.2	Approval of PO	If the total amount of PO does not exceed 5.000 EUR, and if the PO is not related to programme activities, an approval from OFM is required before submitting the PO to the supplier.	OFM	-
Activity code	Activity	Activity description	Responsibility	Document					
A4	Submission of PO to the supplier	After approval in EDOPS, the TOA/IT can contact the supplier and submit the PO under the conditions specified in the agreement.	TOA/IT	-					
<b>END OF PROCESS</b>									

**5.2. Case when an agreement does not exist, the total amount of POR < 5.000 EUR, and no need for tender**

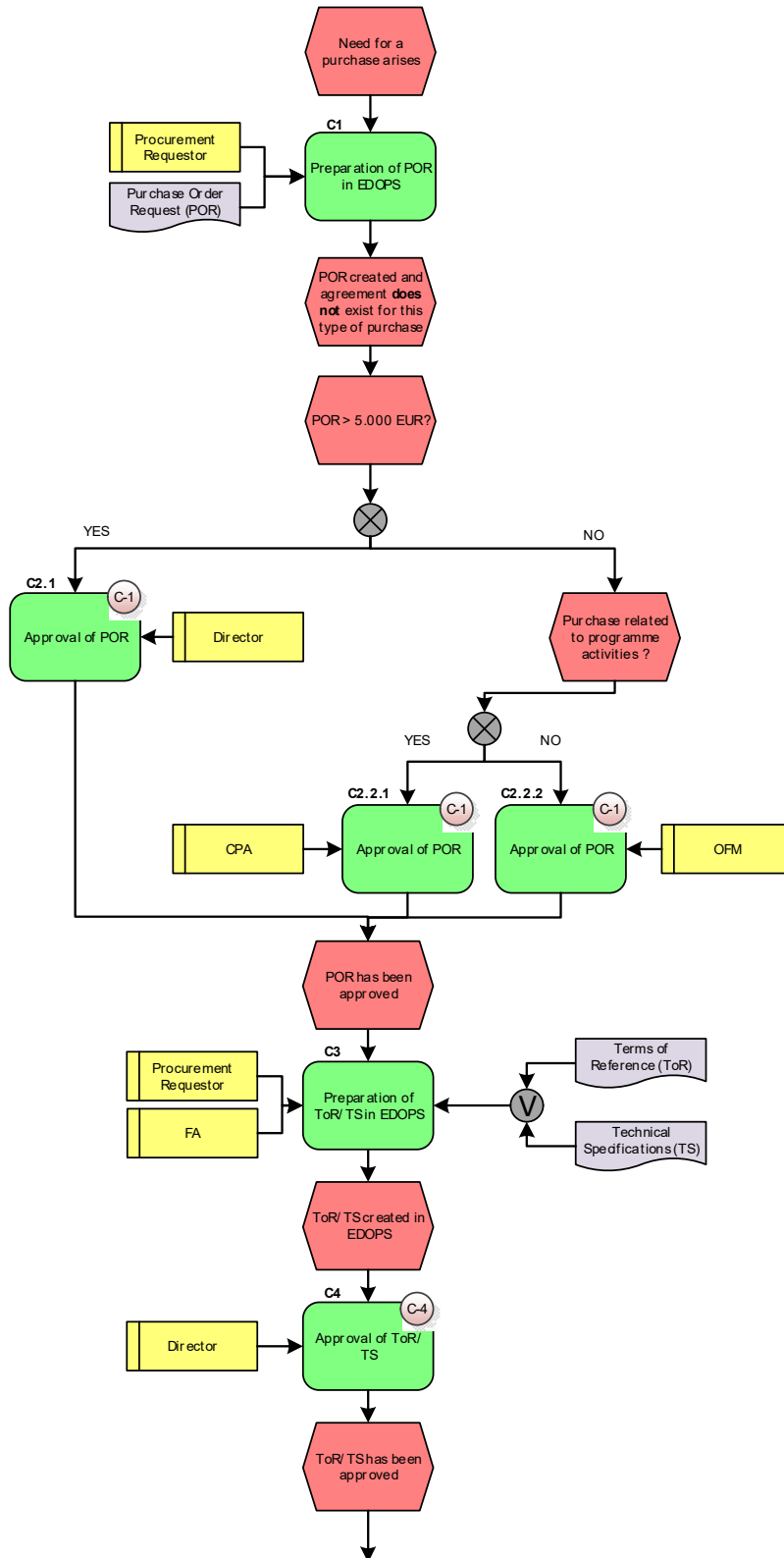


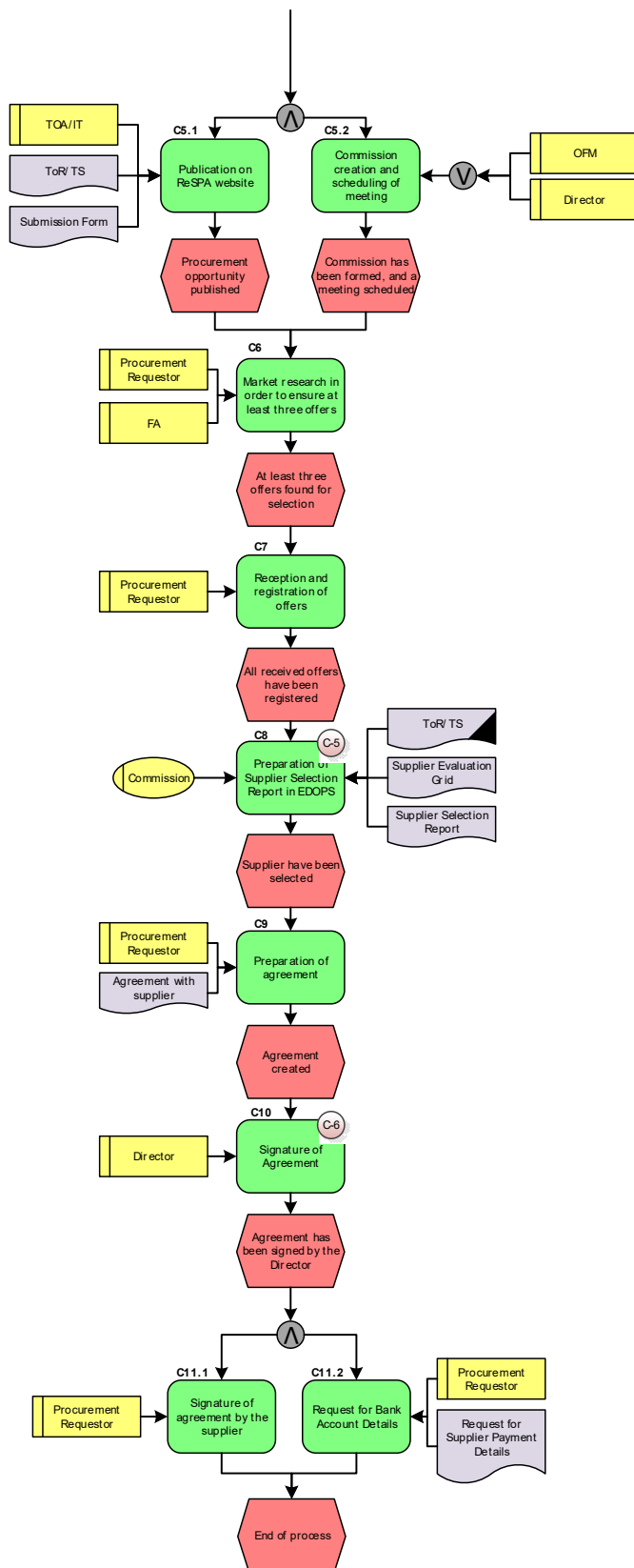


Activity code	Activity	Activity description	Responsibility	Document					
B1	Preparation of POR in EDOPS	The procurement process begins when a need for a purchase arises. The process is initiated by a Procurement Requestor who creates a POR in EDOPS. In the POR should be specified, amongst others, the expected cost and the type of purchase, as well as the supplier selection criteria and/or proposed suppliers.	Procurement Requestor	Purchase Order Request (POR)					
<b>Is the purchase related to Programme Activities?</b>									
<b>YES</b>									
<b>NO</b>									
Activity code	Activity	Activity description	Responsibility	Document	Activity code	Activity	Activity description	Responsibility	Document
!B2.1	Approval of POR	If the total amount of PO does not exceed 5.000 EUR, and if the PO is related to programme activities, an approval from CPA is required before submitting the PO to the supplier.	CPA	-	!B2.2	Approval of POR	If the total amount of PO does not exceed 5.000 EUR, and if the PO is not related to programme activities, an approval from the OFM is required before submitting the PO to the supplier.	OFM	-
Activity code	Activity	Activity description	Responsibility	Document					
B3	Preparation of RFQ in EDOPS	Once the POR is approved, a request for quotation can be created in order to contact potential suppliers, and compare their offers. This RFQ should contain the exact same purchase details than those stated in the approved POR. In the case that the purchase details must change, a new POR must be issued by the Procurement Requestor, and approved by the OFM.	TOA/IT	Request for Quotation (RFQ)					
B4	Market research in order to find at least three offers	When the RFQ was approved in EDOPS, the TOA/IT should perform a market research in order to find potential suppliers and send them the RFQ. Three suppliers at least must be contacted in order to benefit from the best price (or the best quality-price ratio in case of services).	TOA/IT	-					
B5	Preparation of Supplier Selection Report in EDOPS	Once the offers have been received by the contact person at ReSPA, they are evaluated by the TOA/IT and the Procurement Requestor by	TOA/IT Procurement Requestor	Supplier Evaluation Grid Supplier Selection Report					

					using the 'Supplier Evaluation Grid'. Strictly the same selection criteria than the one previously defined in the POR must be used. Once the selection is done, a 'Supplier Selection Report' is created. This report lists the three best offers with their technical, financial and overall scores, and a narrative part justifying the final decision. In the case that the selection criteria must be changed, this must be duly justified in writing, and be highlighted in the Report.			+ Selection criteria defined in the POR	
<b>B6</b>	<b>Approval of Supplier Selection Report</b>				The Supplier Selection Report must be approved by the OFM before the creation of the Purchase Order (PO) for the supplier. The OFM must ensure that the selection criteria used for evaluating the suppliers/offers is strictly the same one than the one defined in the POR. The OFM must also ensure that the final decision, or any change in the selection criteria is justified.	OFM		-	
<b>B7</b>	<b>Preparation of PO in EDOPS</b>				Once the Supplier Selection Report was approved by the OFM, the TOA/IT can create the PO in EDOPS. The PO must follow the procurement specifications as defined in the POR, and be sent to the supplier chosen in the Supplier Selection Report.	TOA/IT		Purchase Order (PO)	
<b>B8</b>	<b>Approval of PO in EDOPS</b>				Final approval on the PO is given by the OFM before it is sent to the supplier.	OFM		-	
<b>The following two steps should be performed simultaneously</b>									
<b>Activity code</b>	<b>Activity</b>	<b>Activity description</b>	<b>Responsibility</b>	<b>Document</b>	<b>Activity code</b>	<b>Activity</b>	<b>Activity description</b>	<b>Responsibility</b>	<b>Document</b>
<b>B9.1</b>	<b>Submission of PO to the supplier</b>	After approval in EDOPS, the TOA/IT can contact the supplier and submit the PO.	TOA/IT	-	<b>B9.2</b>	<b>Request for Bank Account Details</b>	Along with the PO should be sent the Request for Supplier Payment Details, in order to enter the supplier in EDOPS.	TOA/IT	Request for Supplier Payment Details
<b>END OF PROCESS</b>									

### 5.3. Case when an agreement does not exist: tendering procedure up to 20.000 EUR







Activity code	Activity	Activity description			Responsibility	Document			
C1	Preparation of POR in EDOPS	The procurement process begins when a need for a purchase arises. The process is initiated by a Procurement Requestor who creates a POR in EDOPS. In the POR should be specified, amongst others, the expected cost and the type of purchase, as well as the supplier selection criteria and/or proposed suppliers.			Procurement Requestor	Purchase Order Request (POR)			
<b>Is the total amount of POR above 5.000 EUR?</b>									
YES				NO					
<b>Is the purchase related to Programme Activities?</b>									
Activity code	Activity	Activity description	Responsibility	Document	Activity code	Activity	Activity description	Responsibility	Document
!C2.1	Approval of POR	If the total amount of PO exceeds 5.000 EUR, an approval from the Director is required before starting to prepare the ToR/TS.	Director	-	!C2.2.1	Approval of POR	An approval from the CPA is required before starting to prepare the ToR/TS	CPA	-
					!C2.2.2	Approval of POR	An approval from the OFM is required before starting to prepare the ToR/TS	OFM	-
Activity code	Activity	Activity description			Responsibility	Document			
C3	Preparation of Tor/TS in EDOPS	Once the need for procurement was identified by the requestor, and approved in the previous step, the ToR (in case of services) or the TS (in case of supply) can be prepared. This step should be performed by the Procurement Requestor and the Financial Assistant. The ToR should be detailed enough, but should not be contradictory with the previously approved POR. In case of a change in the nature, or quantity of the purchase, a new POR must be issued and approved.			Procurement Requestor, and Financial Assistant	Terms of Reference (ToR) or Technical Specifications (TS)			

<b>!C4</b>	<b>Approval of ToR/TS</b>	Each procurement ToR/TS must be approved by the Director, and compared to the POR.				Director	-		
<b>The following steps should be performed simultaneously</b>									
Activity code	Activity	Activity description	Responsibility	Document	Activity code	Activity	Activity description	Responsibility	Document
<b>C5.1</b>	<b>Publication on ReSPA website</b>	The procurement opportunity is advertised on ReSPA website or any other relevant media, and accompanied by the ToR/TS and the Submission Form.  <b><u>This step is optional for ToR/TS &lt; 5.000 EUR.</u></b>	TOA/IT	ToR/TS Submission Form	<b>C5.2</b>	<b>Commission creation and scheduling of meeting</b>	The evaluation commission is constituted of 5 members (chairperson, secretary, 3 voting members). Therefore it is crucial to define its members and schedule a meeting as soon as possible: when the ToR/TS is published.  <b><u>This step is optional for ToR/TS &lt; 5.000 EUR.</u></b>	OFM or Director	-
Activity code	Activity	Activity description			Responsibility	Document			
<b>C6</b>	<b>Market research in order to ensure at least three offers</b>	Once the ToR is prepared and approved, the Procurement Requestor and/or the FA should perform a market research in order to find potential suppliers and invite them to tender. Three offers at least must be received in order to proceed to selection, and benefit from the best price (supply) /price-quality ratio (service).  <b><u>In cases where ToR/TS &lt; 5.000 EUR, one offer meeting the requirements is enough to proceed to an agreement. However, It remains recommendable to always take into consideration at least three offers.</u></b>			Procurement Requestor Financial Assistant	-			
<b>C7</b>	<b>Reception and registration of offers</b>	The contact person of ReSPA defined in the ToR/TS (usually the Procurement Requestor) receives tenderers' offers and registers the incoming mail/email containing offers.			Procurement Requestor	-			
<b>!C8</b>	<b>Preparation of Supplier Selection Report in EDOPS</b>	Once the offers have been received by the contact person at ReSPA, they are evaluated by the evaluation commission by using the 'Supplier Evaluation Grid'. <b><u>In cases where no evaluation commission was formed (ToR/TS &lt; 5.000</u></b>			Evaluation Commission	Supplier Evaluation Grid Supplier Selection Report + Selection criteria defined in the ToR/TS			

		<p><b><u>EUR), the evaluation is performed by the TOA/IT and the Procurement Requestor, and it is approved by the FA.</u></b></p> <p>Strictly the same selection criteria than the one defined in the ToR/TS must be used. Once the selection is done, a 'Supplier Selection Report' is created. This report written by the commission secretary lists the three best offers with their technical, financial, overall scores, and a narrative part justifying the final decision. In the case that the selection criteria must be changed, it must be duly justified in writing, and be highlighted in the Report. The chairperson approves the Report.</p>		
<b>C9</b>	<b>Preparation of Agreement</b>	Once the Report is created and visible in EDOPS, the agreement with the supplier can be prepared. The preparation of agreement is done by the Procurement Requestor, and should be consistent with the POR, the ToR/TS and the Supplier Selection Report.	Procurement Requestor	Agreement with Supplier
<b>!C10</b>	<b>Signature of Agreement</b>	When signing the contract, the Director will have to ensure consistency during the selection process, and ensure that the procedure was followed correctly.	Director	-

**The following two steps should be performed simultaneously**

Activity code	Activity	Activity description	Responsibility	Document	Activity code	Activity	Activity description	Responsibility	Document
<b>C11.1</b>	<b>Submission of Agreement to the supplier</b>	Once signed, the agreement is sent by the Procurement Requestor to the selected supplier.	Procurement Requestor	-	<b>C11.2</b>	<b>Request for Bank Account Details</b>	Along with the agreement should be sent the Request for Supplier Payment Details, in order to enter the supplier in the system.	Procurement Requestor	Request for Supplier Payment Details

**END OF PROCESS**

#### 5.4. Case when an agreement does not exist: tendering procedure above 20.000 EUR

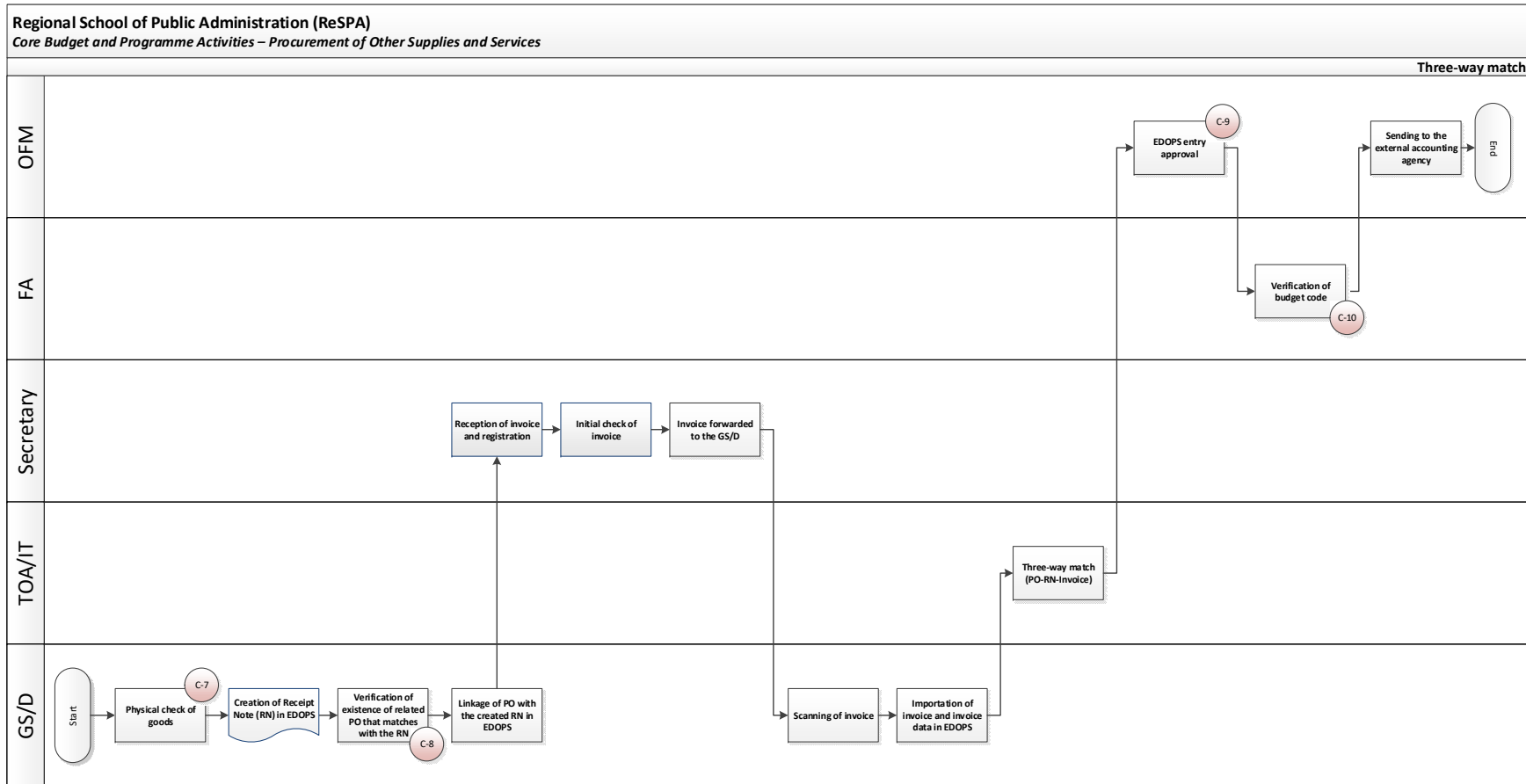
For procurement needs above 20.000 EUR, please refer to the PRAG rules and the Public Procurement Internal procedure. The tendering procedure for procurement needs up to 20.000 EUR may be used for information and guidance, but it is important to notice that some key differences exist, and need to be taken into consideration.

The following differences exist with the tendering procedure for procurement needs up to 20.000 EUR:

- **Service:**
  - The competitive-negotiated procedure (or a Framework Contract) is used for procurement of services with total value up to 300K EUR.
  - The international restricted procedure is used for all service procurements with total value above 300K EUR. This document does not cover the specific requirements of this procurement procedure, therefore PRAG Rules and the Public Procurement Internal procedure should be followed.
  - Full PRAG documentation (i.e. not the simplified documentation) should be used for all service procurements with total value above 20K EUR.
  - Procurement opportunity must be advertised in the National press for service procurements with total value above 20K EUR.
  - Procurement opportunity must be advertised in the International press for service procurements with total value above 300K EUR.
- **Supply:**
  - The open procedure is used for procurement of services with total value up to 300K EUR.
  - The international open procedure is used for all service procurements with total value above 300K EUR. This document does not cover the specific requirements of this procurement procedure, therefore PRAG Rules and the Public Procurement Internal procedure should be followed.
  - Full PRAG documentation (i.e. not the simplified documentation) should be used for all service procurements with total value above 20K EUR.
  - Procurement opportunity must be advertised in the National press for service procurements with total value above 20K EUR.
  - Procurement opportunity must be advertised in the International press for service procurements with total value above 300K EUR.

### 5.5. Three way match

Depending on whether it is a supply or a service, the documentation and the process flow of the three-way match will be different.



If it is a supply, goods should be received by the GS/D, who makes a physical check of received goods in presence of the Procurement Requestor and creates a Receipt Note (RN). GS/D has to link the RN with the PO in the system, and to indicate whether there is a difference between those two documents. In the case of a service, a document should be issued in order to prove that the service was indeed provided.

The next verification step is done when ReSPA receives the invoice by mail. The secretary will receive and register the mail, and forward it to the TOA/IT. Once all the three documents, that is to say the PO, the RN, and the invoice, are available, the TOA/IT will be able to perform a three-way match, and to import the scanned invoice, and the invoice data in EDOPS. In the case of a service, the invoice should be linked with the document proving that the service was indeed provided. This EDOPS entry will be authorized by the Operations and Finance Manager. After authorization, the invoice is sent to the FA for the validation of the budget code, and an additional check of invoice. This would complete the process of verification, and enable the FA/FM to send the invoice further, to the external accounting agency.

## 6. RISKS AND CONTROLS FOR HIRING EXPERTS AND TRAINERS

Risk	Risk description	Control
1) Unnecessary procurement	Without control, unnecessary procurements may be undertaken (poorly defined need, poorly estimated quantities, etc.). This may impair ReSPA planning and budgeting.	The Director, CPA or OFM (depending on the nature and the total amount of procurement) approves the POR.
2) Not selecting the best candidate	In the case of procurements up to 5.000 EUR, forming an evaluation commission is not required. The Purchase Requestor and the TOA/IT (both in charge of the selection) may opt for another candidate that the one providing the best quality-price ratio (services) or the lowest price (supply). This may impact ReSPA's activities and be detrimental to ReSPA's standing and values. In the long-run, it may lead to a decrease in the level of support from external donors.	The FA approves the Supplier Selection Report by ensuring that the correct selection criteria was used and applied, and that the final selection decision is justified.
3) PO not respecting the POR	If the PO is not respecting the content of procurement and/or the selection criteria defined in the POR, a new POR must be issued and approved. If not, unnecessary procurements may be undertaken and ReSPA may not select the best candidate.	The OFM approves the Purchase Order in EDOPS, and ensures that it is linked to a Supplier Selection Report / Agreement, and a POR.
4) ToR/TS is unclear	It is key that the TS/ToR is written clearly, concisely, and that it follows a predefined structure. The scope and limitations of work, or the precise technical specifications must be clearly stated. If not, the services provided, or the goods delivered may not correspond to ReSPA's needs and expectations.	The Director approves Technical Specifications and Terms of Reference.
5) The commission not selecting the best candidate	In the case of procurements above 5.000 EUR, forming an evaluation commission is required. The commission may opt for another candidate that the one providing the best quality-price ratio (services) or the lowest price (supply). This may impact ReSPA's activities and be detrimental to ReSPA's standing and values. In the long-run, it may lead to a decrease in the level of support from external donors.	The chairman of the evaluation commission approves the Supplier Selection Report, by ensuring that the evaluation procedure was followed correctly, that the correct selection criteria was used and applied, and that the final selection decision is justified.
6) Legal commitment without approval (agreement with supplier)	When signing an agreement, ReSPA legally commits. Therefore, the Director must verify the contract itself, but also that the procedure was correctly followed, and that the agreement is signed with the best candidate.	The director verifies the contract with supplier when signing it.
7) Reception of damaged goods or an incorrect quantity of goods	If no physical check is performed, ReSPA may accept damaged goods, or an incorrect quantity of goods. In that case, ReSPA is exposed to unnecessary costs.	The GS/D checks the quantities and the condition of goods received and creates a Receipt Note which should be signed by the deliverer.

8) Reception of goods which were not ordered	By receiving the goods that aren't ordered, ReSPA is exposed to unnecessary costs.	The GS/D links the RN with the PO in order to check if received goods have been ordered
9) Error in EDOPS entry of invoice	An error in entry of invoice in EDOPS may create unnecessary costs, and impair ReSPA planning.	The OFM authorizes the invoice and the data entered in EDOPS. The OFM verifies the budget code.
10) Entry of wrong budget code	Entering an incorrect budget code may impair ReSPA planning and budgeting.	The FA performs an additional check of the invoice data which was entered in EDOPS, and checks if the appropriate budget code was entered.

## **ANNEX III: ORGANISATION & METHODOLOGY**

### **To be completed by the tenderer**

Please provide the following information:

#### **1. RATIONALE**

- Any comments you have on the terms of reference for the successful execution of activities, in particular regarding the objectives and expected results, thus demonstrating the degree of understanding of the contract. Your opinion on the key issues related to the achievement of the contract objectives and expected results.
- An explanation of the risks and assumptions affecting the execution of the contract.

#### **2. STRATEGY**

- An outline of the approach proposed for contract implementation.
- A list of the proposed tasks you consider necessary to achieve the contract objectives.
- Inputs and outputs.

#### **3. BACKSTOPPING**

- A description of the support facilities (back-stopping) that the contractor will provide to the team of experts during execution of the contract. The back-up function will be assessed in the evaluation and should be carefully explained in the organisation and methodology, including the list of staff, units, capacity of permanent staff regularly intervening as experts on similar projects, provision of expertise in the region/country or origin as well as partner countries, organisational structure, etc. which are supposed to ensure that function, as well as the available quality systems and knowledge capitalisation methods and tools, within the respective members of the consortium.
- A description of any subcontracting arrangements with a clear indication of the tasks that will be entrusted to subcontractors and a statement by the tenderer guaranteeing the eligibility of subcontractors.

#### **4. INVOLVEMENT OF ALL MEMBERS OF THE CONSORTIUM**

- If a tender is submitted by a consortium, a description of the input from each member of the consortium and the distribution and interaction of tasks and responsibilities between them. Furthermore, the involvement of all members of the consortium will be considered added value in the tender evaluation. If the tender is submitted by a single company, the total of available points for this part in the evaluation grid will be allocated.

#### **5. TIMETABLE OF WORK**

- The timing, sequence and duration of the proposed tasks, taking into account travel time.
- The identification and timing of major milestones in executing the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the terms of reference.
- The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.



## Organisation & methodology

### 6. LOG FRAME

The Logical framework (logframe) matrix or Gantt Chart of activities should evolve during the Action project (i.e. the projects) lifetime: new lines can be added for listing new activities as well as new columns for intermediary targets (milestones) when it is relevant and values will be regularly updated in the column foreseen for reporting purpose (see "Current value"). The term "results" refers to the outputs, outcome(s) and impact of the Action.

The logframe can be revised as necessary (in line with the provisions defined in Article 9.4 of the General Conditions).

#### **Activity Matrix**

<i>What are the key activities to be carried out to produce the intended outputs?</i>  <i>(*activities should in principle be linked to corresponding output(s) through clear numbering)</i>	<b>Means</b> <i>What are the political, technical, financial, human and material resources required to implement these activities, e.g. staff, equipment, supplies, operational facilities, etc.</i>  <b>Costs</b> <i>What are the action costs? How are they classified? (Breakdown in the Budget for the Action)</i>	<b>Assumptions</b> <i>Factors outside project management's control that may impact on the activities-outputs linkage.</i>
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ANNEX IV: KEY EXPERTS

Name of expert	Proposed position	Years of experience	Age	Educational background	Specialist areas of knowledge	Experience in partner country	Languages and degree of fluency (VG, G, W)

Curriculum vitae [1]

<b>Proposed role in the project</b>	
Family name	
First names	
Date of birth	
Nationality	
Civil status	
Education	

Institution	Date from dd/mm/yyyy	Date to dd/mm/yyyy	Degree(s) or diploma(s) obtained

**Language skills:** Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

Language	Reading	Speaking	Writing

Membership of professional bodies	
<b>Other skills</b> (e.g. computer literacy, etc.)	
Present position	
Years within the firm	
<b>Key qualifications</b> (relevant to the project)	
Specific experience in the region	

Country	Date from dd/mm/yyyy	Date to dd/mm/yyyy

[1] "Please note that your personal data will be processed solely for the purposes of the management and monitoring of the contract by the data controller without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in the application of EU law. Please be informed that transmission of personal data may occur to the Partner Country, solely for the purpose of implementing the financing agreement concluded between the EU and the Partner Country with regards to the tender/grant award procedure. For more details concerning processing of your personal data you may consult the privacy statement available at: <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>"

**Professional experience**

Date from dd/mm/yyyy	Date to dd/mm/yyyy	Total of days	Location	Company & reference person[1] (name & contact details)	Position	Description
<b>Total</b>		0				

<b>Other relevant information (e.g. publications)</b>

[1] The contracting authority reserves the right to contact the reference persons. If you can not provide a reference, please provide a justification.
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## ANNEX V: BUDGET

Global price: \_\_\_\_\_EUR



PLEASE COMPLETE AND SIGN THIS FORM AND ATTACH COPIES OF OFFICIAL SUPPORTING DOCUMENTS (REGISTER(S) OF COMPANIES, OFFICIAL GAZETTE, VAT REGISTRATION, ETC.)

## LEGAL ENTITY

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM

OFFICIAL NAME ①			
BUSINESS NAME (if different)			
ABBREVIATION			
LEGAL FORM			
ORGANISATION TYPE	FOR PROFIT	NGO ②	YES NO
	NON FOR PROFIT		
MAIN REGISTRATION NUMBER ③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY		
	COUNTRY		
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
ADDRESS OF HEAD OFFICE			
POSTCODE	P.O. BOX	CITY	
COUNTRY			PHONE
E-MAIL			

DATE
------

STAMP
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SIGNATURE OF AUTHORISED REPRESENTATIVE
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① National denomination and its translation in EN or FR if existing.

② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

③ Registration number in the national register of companies. See table with corresponding field denomination by country.

## TABLE WITH CORRESPONDING FIELD DENOMINATION BY COUNTRY

ISO CODE	MAIN REGISTRATION NUMBER
AT	Firmenbuchnummer (FN) ZentraleVereinregister (ZVR-Zahl) Ordnungsnummer
BE	Numéro d'entreprise Ondernemingsnummer Unternehmensnummer
BG	Булстат (Bulstat Code) Единен идентификационен код (ЕИК/ПИК) Unified Identification Code (UIC)
CY	Αριθμός Εγγραφής Αριθμός Μητρώου
CZ	Identifikační číslo (IČO)
DE	Handelsregister Genossenschaftsregister (Nummer de Firma) Vereinsregister (Nummer des Vereins) Nummer der Partnerschaft (Partnerschaftsregister)
DK	Det centrale virksomhedsregister (CVR-nummer)
EE	Registrikood
ES	HOJA number
FI	Yritys- ja yhteisötunnus (Y-tunnus) Företags- och organisationsnummer (FO-nummer) Business Identity code (Business ID)
FR	Immatriculation au Registre de Commerce et de Sociétés (RCS) Système Informatique du Répertoire des Entreprises (SIRENE)
GB	Company number
GR	ΑΡΙΘΜΟΣ Γ.Ε.ΜΗ ( Γενικού Εμπορικού Μητρώου) Δικηγορικός Σύλλογος Αθηνών (Δ.Σ.Α)
HR	Matični broj subjekta (MBS) Pod registarskim Brojem Matični broj obrta (MBO) Registarski Broj kakladnog
HU	Cégjegyzékszám
IE	Company number Grouping registration number in Ireland
IT	Repertorio Economico Amministrativo (REA)
LT	Kodas
LU	Registre de commerce et des sociétés RCS Numéro d'immatriculation Handelsregisternummer
LV	Vienotais Reģistrācijas Numurs

<b>MT</b>	Registration number Register of Voluntary Organisation (Identification number)
<b>NL</b>	Kamer van Koophandel (KvK-nummer) Dossiernummer
<b>PL</b>	REGON
<b>PT</b>	Numero de identificação de pessoa colectiva (NIPC)
<b>RO</b>	Numar de ordine in registrul comertului Numarul inscrierii in registrul special
<b>SE</b>	Organisationsnummer
<b>SI</b>	Matična številka
<b>SK</b>	Identifikačné číslo (ICO)





## FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en)

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

### **BANKING DETAILS** ①

ACCOUNT NAME ②

IBAN/ACCOUNT NUMBER ③

CURRENCY

BIC/SWIFT CODE

BRANCH CODE ④

BANK NAME

ADDRESS OF BANK BRANCH

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

### **ACCOUNT HOLDER'S DATA**

AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY

POSTCODE

COUNTRY

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

DATE (Obligatory)

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

# LIST OF ENTITIES INVITED TO SUBMIT A TENDER

## IMPLEMENTATION OF A BUSINESS INFORMATION SYSTEM (BIS) IN RESPA Danilovgrad, Montenegro

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## **1 Albania**

### **1.1 One Tech**

**Address:**

OneTech shpk  
Rruga e Durrës, Tirana, Albania  
Email: [sales@onetech.al](mailto:sales@onetech.al)  
Phone: +355692068670  
Website: [www.onetech.al](http://www.onetech.al)

### **1.2 RTSoftware Group**

**Address**

Rruga Barrikadave, Pall Nderimvila  
SH2, K8, Apt 4, Tirana, Albania  
Email: [sales@rtsoftwaregroup.io](mailto:sales@rtsoftwaregroup.io)  
Phone: +355673002887  
Website: <https://rtsoftwaregroup.io/>

### **1.3 Logical**

**Address**

Tish dajia st, Haxhiu complex  
ent. 6, fl. 6, apt. 32  
1019 Tirana  
Email: [sales@logic.al](mailto:sales@logic.al)  
Phone: +355672054128  
Website: <https://www.logic.al/en/>

### **1.4 Helius software**

**Address**

Rruga "Mujo Ulqinaku" Nd.16 H.1, Tirana,  
Email: [info@helius-software.com](mailto:info@helius-software.com)  
Phone: +3552424824  
Website: [www.helius-software.com](http://www.helius-software.com)

## **2 Bosnia and Herzegovina**

### **2.1 Lupon Ventures**

**Address**

Trg Solidarnosti 2a/1  
Bosnia and Herzegovina  
Email: [info@lupon.com](mailto:info@lupon.com)  
Phone: +38733956946  
Website: [www.luponventures.com](http://www.luponventures.com)

### **2.2 5th Dimension**

**Address**

5th dimension d.o.o.  
Olovska 38, 71000 Sarajevo,  
Email: [5d@5d.co.ba](mailto:5d@5d.co.ba)  
[info@5d.co.ba](mailto:info@5d.co.ba)  
Phone: +38733712200  
+38733712777  
Website: [www.4d.co.ba](http://www.4d.co.ba)

### **2.3 Lanaco**

**Address**

Veljka Mlađenovića bb  
Banja Luka  
Email: [office@lanaco.com](mailto:office@lanaco.com)  
Phone: +38751335500  
+38751335508  
Website: [www.lanaco.com](http://www.lanaco.com)

## **3 Montenegro**

### **3.1 Smart Tech doo**

**Address**

Bulevar Mihaila Lalića 6  
81000 Podgorica  
Email : [smart-tech@t-com.me](mailto:smart-tech@t-com.me)  
Phone: +38220220867  
Website: [www.smart-tech.me](http://www.smart-tech.me)

### **3.2 Taurons doo**

**Address**

Vuka Karadžića 8  
81000 Podgorica  
Phone: +38267222221  
Website: [www.taurons.me](http://www.taurons.me)

### **3.3 EPSILON**

**Address**

ul.Studentska bb  
81000 Podgorica  
Email: [epsilon@t-com.me](mailto:epsilon@t-com.me)  
Phone: +38269023329  
Website:  
[http://www.epsilon.co.me/o\\_nama.html](http://www.epsilon.co.me/o_nama.html)

### 3.4 Bencom

**Address**

Marka Radovića 16  
81000 Podgorica  
E-mail: [office.pg@bencomltd.com](mailto:office.pg@bencomltd.com)  
Phone: +38220224530  
Website: <http://www.bencomltd.com/>

### 3.5 Focus

**Address**

Focus DOO  
Braće Grakalica bb  
85340 Herceg Novi,  
Email: [focus@t-com.me](mailto:focus@t-com.me)  
Phone: +38231344008,  
Mobile: +38267641862  
Website: [www.focus.co.me](http://www.focus.co.me)

## 4 North Macedonia

### 4.1 Semos

**Address**

t.c. Skopjanka bl2. lam.6  
1000 Skopje  
Email: [contact@semos.com.mk](mailto:contact@semos.com.mk)  
Phone/Fax: +38922465900  
Web site: <http://www.semos.com.mk/>

### 4.2 Neocom AD

**Address**

Kuzman Josifovski Pitu 15  
Email: [neocom@neocom.com.mk](mailto:neocom@neocom.com.mk)  
Tel: +38925511200  
Website: [www.neocom.com.mk](http://www.neocom.com.mk)

### 4.3 Infobiro

**Address**

**INFO-Biro - Ohrid**  
Str: Vanco Nikoleski No.3  
Phone: +389 46 262139, +38946262885  
Email: [info@infobiro.com.mk](mailto:info@infobiro.com.mk)  
**INFO-Biro - Skopje**  
Str: 507 No.6a  
Phone: +38923135238, +38923298482,  
Email: [infosk@infobiro.com.mk](mailto:infosk@infobiro.com.mk)  
Website:  
<https://www.infobiro.com.mk/index.php/en/>

### 4.4 Enter Ohrid

**Address**

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Kostat Shahov 8, Skopje  
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Phone: +389 46 231-270; +389 2 3216581  
Website: <https://enter.com.mk/>

### 4.5 Ultra Doo Skopje

**Address**

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E-mail [sales@ultra.com.mk](mailto:sales@ultra.com.mk)  
Phone: +38923062636  
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### 4.6 Info Project

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Phone: +38923090233  
Website: <https://infoproject.biz/mk/>

## 5 Serbia

### 5.1 Apollo doo

**Address**

Apollo doo  
Venizelosova 5  
11 000 Beograd  
Email: [info@apollo.rs](mailto:info@apollo.rs)  
Phone: +381113347473  
Website: <https://www.apollo.rs/>

### 5.2 Irvas International doo

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IRVAS International doo  
Bul. Nikole Tesle 17, lokal 4  
Niš 18000  
Email: [info@irvas.rs](mailto:info@irvas.rs)  
Phone: +38118589470  
Website: [www.irvas.rs](http://www.irvas.rs)

### 5.3 Heliant

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Makenzijeve 24/V, Belgrade

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+381117854852

+381117854881

Website: [www.heliant.rs](http://www.heliant.rs)

### 5.4 E smart systems

**Address**

E-Smart Systems d.o.o.

70a Kneza Viseslava Street - 11030

11000 Belgrade

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Phone: +381113050200

Fax: +381113050222

Website: [www.e-smartsys.com](http://www.e-smartsys.com)

### 5.5 M&I Systems, Co.

**Address**

Bulevar vojvode Stepe 16, Novi Sad

Email: [borislav.bakalic@mi-system.co.rs](mailto:borislav.bakalic@mi-system.co.rs)

Phone: +381216898602

Website: [www.mi-system.co.rs](http://www.mi-system.co.rs)

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+381113017809

Website: <https://www.europos.co.rs/>

### 5.7 ABSOFT

**Address**

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11000 Beograd

Email: [office@absoft.rs](mailto:office@absoft.rs)

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### 5.8 ITBO

**Address:**

ITBO d.o.o.,

Kanarevo Brdo 12/17, 11000 Beograd

Email: [office@itbo.rs](mailto:office@itbo.rs)

Phone: +381113593941

Website: [www.itbo.rs](http://www.itbo.rs)

## 6 Croatia

### 6.1 IN2 group

**Address**

Marohničeva 1/1

10000 Zagreb

Email: [in2@in2.eu](mailto:in2@in2.eu)

[sales@in2.eu](mailto:sales@in2.eu)

Phone: +38516386800

+38516386801

Website: [www.in2.hr/en](http://www.in2.hr/en)

### 6.2 King ICT

**Address**

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10010 Zagreb

Email: [prodaja@king-ict.hr](mailto:prodaja@king-ict.hr)

Phone: +38516690800

+38516690872

Website: [www.king-ict.com](http://www.king-ict.com)

### 6.3 Nomen

**Address**

Krešimirova 20

51000 Rijeka

Phone: +38551335570

Senjska 85/1

47303 Josipdol

Phone: +385581828

Email: [info@nomen.hr](mailto:info@nomen.hr)

Web: [www.nomen.hr](http://www.nomen.hr)

## 7 Slovenia

### 7.1 Datalab

#### Address

Datalab Tehnologije d.d.  
Hajdrihova ulica 28c  
1000 Ljubljana  
Email: [info@datalab.si](mailto:info@datalab.si)  
Phone: +38612528900  
Website: [www.datalab.eu](http://www.datalab.eu)

### 7.2 KOPA computer engineering

#### Address

Kidričeva 14, SI-2380 Slovenj Gradec  
Email: [info@kopa.si](mailto:info@kopa.si)  
Phone: +38628839700  
Website: [www.kopa.si](http://www.kopa.si)

### 7.3 Adacta

#### Address

Adacta d.o.o  
Verovškova 55a  
1000 Ljubljana  
Email: [info@adacta.si](mailto:info@adacta.si)  
Phone: +38615483800  
Fax: +38615483900  
Website: [www.adacta-group.com](http://www.adacta-group.com)

## 8 Bulgaria

### 8.1 Lirex

#### Address

Sofia, Mladost 3, no. 306  
Email: [office@lirex.com](mailto:office@lirex.com)  
Phone: +38629691691  
Website: [www.lirex.bg](http://www.lirex.bg)

### 8.2 Index Bulgaria

#### Address

Mladost 3, 54, 1784 Sofia  
Email: [ib@indexbg.bg](mailto:ib@indexbg.bg)  
Phone: +35929034400  
Fax: +35929753681  
Website: [www.indexbg.bg](http://www.indexbg.bg)

### 8.3 SM Consulta

#### Address

102, Bulgaria Blvd., Bellissimo Business Centre,  
1680 Sofia  
Email: [office@smcon.com](mailto:office@smcon.com)  
Tel: +35929589949  
Fax: +35929589959  
Website: [www.smcon.com](http://www.smcon.com)

### 8.4 ERP.BG

#### Address

11 Gen. Stoletov Blvd., ent. B Sofia 1309  
Email: [info@erp.bg](mailto:info@erp.bg)  
Phone: +35929515939 - central  
+359700 45 105 - support  
Website: <https://erp.bg/>

### 8.5 Zeron

#### Address

Sofia  
Elite Software  
HEADQUARTERS  
15A, "Krum Kyulyavkov" Str., floor 9 office 17  
Email: [sales@zeron.bg](mailto:sales@zeron.bg), [support@zeron.bg](mailto:support@zeron.bg)  
Phone/Fax: +359296 6081; 862 45 68  
Website: <https://zeron.bg/en>

### 8.6 Balkan Services

#### Address

"Ekzarh Yosif" street, 31,  
1000 Sofia, Bulgaria  
Email: [info@balkanservices.com](mailto:info@balkanservices.com)  
Phone: +35929809599  
+359 2 9811517  
Website: <https://www.balkanservices.com/>

## ADMINISTRATIVE COMPLIANCE GRID

<b>Contract title:</b>	Implementation of business information system (BIS) in ReSPA	<b>Reference:</b>	ReSPA/EC/SER/007-19
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Tender envelope number	Tenderer's name (Leader) (Nationality)	Other members of the consortium if any Name (Nationality)	Within deadline?	Tender submission form duly completed and only 1 tender per tenderer?	Eligible nationality (all parties including subcontractors if known)?	Tenderer's declaration (signed by each consortium member, if appropriate)?	Language as required?	Economic & financial capacity? (OK/a/b/...) <sup>1</sup>	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Organisation & methodology exists?	Key experts (list + CVs)(For contracts requiring key experts)?	Key experts are present in only one tender as key experts(For contracts requiring key experts)?	All key experts have signed statements of exclusivity & availability(For contracts requiring key experts)?	Overall decision? (Accept / Reject)
1															
2															
3															
4															
5															
6															

<b>Chairperson's name</b>	
<b>Chairperson's signature</b>	
<b>Date</b>	

<sup>1</sup> Enter 'OK' if all criteria have been satisfied, otherwise enter 'a', 'b', 'c', etc to record any criteria which have not been satisfied.



## EVALUATION GRID FOR GLOBAL PRICE CONTRACTS

Criteria		Score in %	Points
1	Experience	20 %	20
2	Proposed staff	20 %	20
3	Methodology	15 %	15
4	Approach	15 %	15
5	Implementation plan	15 %	15
6	Training	15 %	15
<b>Total score:</b>		<b>100 %</b>	<b>100</b>

<b>Strengths</b>	
<b>Weaknesses</b>	

NB: Only tenders with average scores of at least 75 points qualify for the financial evaluation

## SERVICE TENDER SUBMISSION FORM

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Ref: < as per letter of invitation to tender >

<Contract title>

<Lot number & lot title, if applicable>

---

**Please supply one signed tender** (including signed statements of exclusivity and availability from all key experts proposed, if applicable, a completed financial identification form and a completed legal entity file (only for the leader) and declarations from the Leader and all members (if you are in a consortium), together with three copies. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the contracting authority upon request. For economic and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing wherever possible. **All data included in this application must concern only the legal entity or entities making the tender.**

Any additional documentation (brochures, letters etc.) sent with your tender will not be taken into consideration. Applications submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping set up informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. If they do, they must prove to the contracting authority that they have the resources needed to perform the contract, for example by producing a commitment from those entities to place resources at their disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and nationality as the economic operator, as well as the relevant selection criteria.

---

**1 SUBMITTED by (i.e. the identity of the tenderer)**

	<b>Name(s) of legal entity or entities making this application</b>	<b>Nationality<sup>1</sup></b>
<b>Leader<sup>2</sup></b>		
<b>Member</b>		
<b>Etc.</b>		

**2 CONTACT PERSON (for this tender)**

<b>Name</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>e-mail</b>	

### 3 ECONOMIC AND FINANCIAL CAPACITY<sup>3</sup>

Please complete the following table of financial data<sup>4</sup> based on your annual closed accounts and your latest projections. If annual accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with \*\*. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, please provide an explanation of the change as a footnote to the table). When the current ratio is set as selection criterion, for non-for-profit organisations the ratio has to be calculated without taking into account within the current liabilities the pre-financing received from donors for ongoing projects. Any other clarification or explanation which is judged necessary may also be provided. If the tenderer is a public body, please provide equivalent information.

<b>Financial data</b> Data requested in this table must be consistent with the selection criteria set in the contract notice	<b>2 years before last year<sup>5</sup></b> <specify> EUR	<b>Year before last year<sup>5</sup></b> <specify> EUR	<b>Last year<sup>5</sup></b> <specify> EUR	<b>Average<sup>6</sup></b> EUR	<b>[Past-year EUR]**</b>	<b>[Current year EUR]**</b>
Annual turnover <sup>7</sup> , excluding this contract						
Current assets <sup>8</sup>						
Current liabilities <sup>9</sup>						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable]

#### 4 STAFF

Please provide the following statistics on staff for the current year and the two previous years<sup>10</sup>.

Annual Manpower	Year before past year		Past year		Current year		Period average	
	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>	Overall	Relevant fields <sup>11</sup>
Permanent staff <sup>12</sup>								
Other staff <sup>13</sup>								
Total								
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

#### 5 AREAS OF SPECIALISATION

Please fill in the table below to indicate any areas of specialist knowledge related to this contract for each legal entity making this tender. State the type of area of specialisation as the row heading and use the name of the legal entity as the column headings. Indicate the areas of specialist knowledge each legal entity has by placing a tick (✓) in the box corresponding to the specialisation in which it has significant experience. **Maximum 10 specialisations.**

	Leader	Member 2	Member 3	Etc.
Relevant specialisation 1				
Relevant specialisation 2				
Etc. <sup>11</sup>				

## 6 EXPERIENCE

Please fill in the table below to summarise the main projects related to this contract carried out over the past 3 years<sup>12</sup> by the legal entity or entities making this tender. The number of references to be provided must not exceed 15 for the entire tender.

Ref no (maximum 15)	Project title							
Name of legal entity	Country	Overall contract value (EUR) <sup>13</sup>	Proportion carried out by legal entity (%) <sup>18</sup>	No of staff provided	Name of client	Origin of funding	Dates (start/end) <sup>14</sup>	Name of consortium members, if any
...	...	...	...	...	...	...	...	...
<b>Detailed description of project</b>						<b>Type and scope of services provided<sup>15</sup></b>		
...						...		

## 7 DECLARATIONS

As part of their tender, each legal entity identified under point 1 of this tender, including every consortium member, must submit a signed declaration using the attached format. The declaration may be in original or in copy. If copies are submitted, the originals must be sent to the contracting authority upon request.

Moreover, each legal entity identified under point 1 of this application, including every consortium member, and each capacity-providing entity (if any) must submit a signed declaration of honour on exclusion and selection criteria (form A14 available at the following link: <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A> ).

## 8 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (for a consortium, this must include all consortium members), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our technical offer, and our financial offer, which is submitted in a separate, sealed envelope:

- Organisation & methodology
- Key experts (comprising a list of the key experts and their CVs), if required

December 2019

Annex D b8o7\_tenderform\_simp\_en

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- ❑ Tenderer's declarations (for a consortium, two from each consortium member)
- ❑ Statements of exclusivity and availability signed by each of the key experts, if required
- ❑ Completed financial identification form (see Annex VI to the draft contract) providing details of the bank account into which payments under the proposed contract should be made in the event that we are awarded the contract (or the financial identification number or a copy of the financial identification form provided to the contracting authority on an earlier occasion, unless it has changed in the meantime)
- ❑ Completed legal entity file (or the legal entity number allocated. Alternatively a copy of the legal entity file provided to the contracting authority on an earlier occasion, unless the legal status has changed in the meantime)
- ❑ Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- ❑ Documentary proof or statements required under the law of the country where we are effectively established (or each of the companies in case of a consortium), to show that we do not fall into any of the exclusion situations listed in Section 2.6.10.1 of the practical guide. This evidence or these documents or statements must carry a date, which is not more than one year before the date of submission of the tender. In addition, a statement is furnished stating that the situations described in these documents have not changed since then.
- ❑ Documentary evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in the contract notice.

[We undertake to guarantee the eligibility of the subcontractor(s) for the parts of the services for which we have stated our intention to subcontract in the organisation and methodology.] (delete this sentence if not applicable)

This tender is subject to acceptance within the validity period stipulated in clause 6 of the instructions to tenderers.

We understand that our tender may be rejected if we propose key experts who have been involved in preparing this project or employ them as advisers in the preparation of our tender. We also understand that this may mean exclusion from other tender procedures and contracts funded by the EU/EDF.

We are fully aware that, for a consortium, the composition of the consortium cannot be changed in the course of the tender procedure, unless the contracting authority has given its prior approval in writing. We are also aware that the consortium members have joint and several liability towards the contracting authority concerning participation in the above tender procedure and any contract awarded to us as a result of it.

We understand that entities upon whose capacity we rely with regard to economic and financial criteria, become jointly and severally liable for the performance of the contract.

Signed on behalf of the tenderer

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	



**FORMAT FOR THE DECLARATION REFERRED TO IN POINT 7  
OF THE TENDER SUBMISSION FORM**  
**To be submitted on the headed notepaper of the legal entity concerned**

<Date>

<Name and address of the contracting authority — see points 8 of the instructions to tenderers >

Your ref: <reference >

**TENDERER'S DECLARATION**

Dear Sir/Madam

In response to your letter of invitation for the above contract we, < name(s) of legal entity or entities >, hereby declare that we:

- are submitting this tender [ on an individual basis ]\* [ as member of the consortium led by < name of the leader > [ourselves ]]\* for this contract. We confirm that we are not participating in any other tender for the same contract in any form (as a member, leader, in a consortium or as an individual candidate);
- agree to abide by the ethics clauses in Section 13 of the instructions to tenderers, have not been involved in the preparation of the project which is the subject of this tender procedure unless it is proved that the involvement in previous stages of the project does not constitute unfair competition, and have no professional conflicting interests and/or any relation with other tenderers or other parties in the tender procedure or behaviour which may distort competition at the time of submission of this tender according to Section 2.5.4. of the practical guide;
- [have attached a current list of the enterprises in the same group or network as ourselves ] [are not part of a group or network ]\* and have only included data in the tender form concerning the resources and experience of [our legal entity] [our legal entity and the entities for which we attach a written undertaking]\*;
- will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks;
- fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10% of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the Financial Regulation in force;
- are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

We understand that our tender and the expert may be excluded if we propose the same key expert as another tenderer or if we propose a key expert who is engaged in an EU/EDF financed project if the input from his/her position in that contract could be required on the same dates as his/her work under this contract.

We understand that if we fail to respond within the delay after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

## DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA

The undersigned [*insert name of the signatory of this form*], representing:

(only for natural persons) himself or herself	(only for legal persons) the following legal person:
ID or passport number:  ('the person')	Full official name:  Official legal form:  Statutory registration number:  Full official address:  VAT registration number:  ('the person')

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority<sup>1</sup>, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

### [FOR grants:

[[which has been authorised to sign the present declaration on behalf of the following other persons<sup>2</sup>:

*[insert names of other entities on behalf of which the declaration is being signed]]*

declares that [the] [each] person:

- |   |
|---|
| (1) is eligible in accordance with the criteria set out in the specific call for proposals;   |
| (2) has the required financial and operational capacity as set out in the specific call for proposals <sup>3</sup> ;  |
| (3) has not received any other Union funding to carry out the [action] [work programme] subject of this grant application and commits to declare immediately to the Commission/ the Agency any other such Union funding it would receive until the end of the [action][work programme]. |

**IF ANY OF THE ABOVE REQUIREMENTS IS NOT SATISFIED, PLEASE INDICATE in annex to this declaration which and THE NAME OF THE CONCERNED PERSON WITH A BRIEF EXPLANATION:**

<sup>1</sup> The same institution or agency.

<sup>2</sup> Please also consult the call for proposals in case specific options are defined to sign the declaration

<sup>3</sup> This does not apply to affiliated entities except if their financial capacity and operational capacity is necessary due to the fact that the beneficiary composed of these affiliated entities does not have the required capacity itself.

## I – Situation of exclusion concerning the person

(4) declares that the above-mentioned person is in one of the following situations: FOR GRANTS: <u>[If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person with a brief explanation.]</u>	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under EU or national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 and Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the applicable law.	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament	<input type="checkbox"/>	<input type="checkbox"/>

and of the Council;		
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an contracting authority, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person or entity has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business	<input type="checkbox"/>	<input type="checkbox"/>
(h) it has been established by a final judgment or final administrative decision that an entity has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
(i) for the situations under points (c) to (h) the person is subject to: i.facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii.facts referred to in decisions of entities and persons being entrusted with EU budget implementation tasks; iv.information transmitted by Member States implementing Union Funds; v.decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or vi.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.	<input type="checkbox"/>	<input type="checkbox"/>

**[for grants) II: situations of exclusion concerning a natural person who is essential for the award or the implementation of the action or work programme subject to the grant application]**

**II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and Beneficial owners.**

**Not applicable to natural persons, Member States and local authorities**

(5) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-	YES	NO	N/A
---	-----	----	-----

mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) N°2015/849) is in one of the following situations:  <b>[FOR GRANTS: <u>If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation.</u></b>			
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the [legal] person**

**[FOR GRANTS: This section applies only to declarations that include a person for which a natural or legal person assumes unlimited liability for debts**

(6) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations <b>[<u>If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation</u>]</b> :	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**IV – Grounds for rejection from this procedure**

(7) declares that the [above-mentioned] [[the] [each] ] person:	YES	NO	N/A
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**[FOR GRANTS:**

**V – Grounds for rejection from this procedure**

(8) declares that the [the] [each] person:
was <b>not</b> previously involved in the preparation of documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise. <b><u>If yes, please indicate in annex to this</u></b>

**declaration the name(s) of the concerned person(s) with a brief explanation.**

1

**[V] [VI] – Remedial measures**

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

**[VI] [VII] – Evidence upon request**

Upon request and within the time limit set by the contracting authority, the person must provide information on the natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners. It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or the subcontractor, and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d) (f), (g) and (h) production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point ( b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority<sup>4</sup>. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

[FOR GRANTS:

If selected to be awarded a grant, the person subject to this declaration accept(s) the terms and conditions laid down in the grant contract.

**The person subject to this declaration may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.**

Full name Date Signature]

[FOR PROCUREMENT: The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

**[VII] [VIII] – Selection criteria**

\_\_\_\_\_

<sup>4</sup> The same institution or agency.

[(8)] [(9)] declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [insert] of the contract notice/Instructions to tenderers/Guidelines for grant applicants;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section [insert] of the contract notice/Instructions to tenderers/Guidelines for grant applicants;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section [insert] of the contract notice/Instructions to tenderers/Guidelines for grant applicants.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**The contracting authority must adapt the table above to the criteria indicated in the tender documents (i.e. insert extra rows for each criterion or delete irrelevant rows).**

[(9)] [(10)] the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of a consortium</b> , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**[VIII] [IX] – Evidence for selection**

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority<sup>5</sup>. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

**The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.]**

Full name

Date

Signature

\_\_\_\_\_

<sup>5</sup> The same institution or agency.

**If this declaration is completed by a consortium member:**

The following table contains our financial data as included in the consortium's application form. These data are based on our annual closed accounts and our latest projections. Estimated figures (i.e. those not included in annual closed accounts) are given in the columns marked with \*\*. Figures in all columns are calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). When the current ratio is set as selection criterion, for non-for-profit organisations the ratio has to be calculated without taking into account within the current liabilities the pre-financing received from donors for ongoing projects. Any clarification or explanation which is judged necessary may also be provided.

<b>Financial data</b> Data requested in this table must be consistent with the selection criteria set in the contract notice	<b>2 years before last<sup>5</sup></b> <specify> EUR	<b>Year before last year<sup>5</sup></b> <specify> EUR	<b>Last year<sup>5</sup></b> <specify> EUR	<b>Average<sup>6</sup></b> EUR	<b>[Past year EUR]**</b>	<b>[Current year EUR]**</b>
Annual turnover <sup>7</sup> , excluding this contract						
Current assets <sup>8</sup>						
Current liabilities <sup>9</sup>						
[Current ratio (current assets/current liabilities)]	Not applicable	Not applicable		Not applicable	Not applicable	Not applicable

The following table contains statistics on our staff, as included in the consortium's tender form:

<b>Average manpower</b>	<b>Year before past year</b>		<b>Past year</b>		<b>Current year</b>		<b>Period average</b>	
	<b>Overall</b>	<b>Relevant fields<sup>11</sup></b>	<b>Overall</b>	<b>Relevant fields<sup>11</sup></b>	<b>Overall</b>	<b>Relevant fields<sup>11</sup></b>	<b>Overall</b>	<b>Relevant fields<sup>11</sup></b>
Permanent staff <sup>12</sup>								
Other staff <sup>13</sup>								

Yours faithfully,

<Signature of authorised representative>

<Name and position of authorised representative>



## STATEMENT OF EXCLUSIVITY AND AVAILABILITY<sup>16</sup>

**PUBLICATION REF:** \_\_\_\_\_

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. This includes that I will not be proposed as a replacement expert in this tender procedure. I declare that I am able and willing to work for the period(s) set for the position for which my CV has been included if this tender is successful, namely:

From	To	Availability
< start of period 1 >	< end of period 1 >	[full time] [part time]
< start of period 2 >	< end of period 2 >	[full time] [part time]
< etc. >		

I confirm that I do not have a confirmed engagement<sup>17</sup> as key expert in another EU/EDF-funded project, or any other professional activity, incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to offer my services as an expert to any other tenderer participating in this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the EU/EDF.

I also declare that I am not in a situation of conflict of interest or unavailability and commit to inform the tenderer(s) of any change in my situation.

I acknowledge that I have no contractual relations with the contracting authority and in case of dispute concerning my contract with the contractor I shall address myself to the latter and/or to the competent jurisdictions.

[For information, I have signed a statement of exclusivity and availability for the following tender(s):

Tender reference	Submission deadline for the tender	Tendered engagement
< tender reference >	< date >	[full time] [part time]
< tender reference >	< date >	[full time] [part time]
< etc. >		

Should I receive a confirmed engagement I declare that I will accept the first engagement offered to me chronologically. Furthermore I will notify the tenderer immediately of my unavailability. ]

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

<sup>1</sup> Country in which the legal entity is registered.

<sup>2</sup> Add/delete additional lines for consortium members as appropriate. **Note** that a subcontractor is not considered to be a consortium member for the purposes of this application form. Subsequently, data on subcontractors must not appear in the data related to the economic, financial and professional capacity. If this application is submitted by an individual legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted). Any

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change in the identity of the Leader and/or any consortium members between the deadline for receipt of applications indicated in the Contract notice and the award of the contract is not permitted without the prior written consent of the contracting authority.

<sup>3</sup> Natural persons must prove their capacity in accordance with the selection criteria and by the appropriate means.

<sup>4</sup> If this application is submitted by a consortium, the data in the table must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this application form. Consolidated data are not requested for financial ratios.

<sup>5</sup> Last year = last accounting year for which the entity's accounts have been closed.

<sup>6</sup> Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>7</sup> The gross inflow of economic benefits (cash, receivables, other assets) generated from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

<sup>8</sup> A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

<sup>9</sup> A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

<sup>10</sup> If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this application form.

<sup>11</sup> Add / delete additional lines and/or rows as appropriate. If this application is submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

<sup>12</sup> For framework contracts, only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

<sup>13</sup> The effect of inflation will not be taken into account.

<sup>14</sup> If the reference contract is only partially completed, please quote the percentage and value which has been completed.

<sup>15</sup> When supporting documents are to be issued by contracting authorities after the date of publication of PRAG 2014, please also indicate the function of key experts provided, whether belonging or not to permanent staff, and the number of months each of them worked on the project.

<sup>16</sup> To be completed by all key experts.

<sup>17</sup> The engagement of an expert is confirmed if the expert is committed to work as a key expert under a signed contract financed by the EU general budget or the EDF or if he/she is a key expert in a tender which has received a notification of award. The date of confirmation of the engagement in the latter case is that of the notification of award to the Contractor.

<sup>18</sup> Only the proportion carried out by the legal entity may be used as reference.