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# BACKGROUND INFORMATION

## Partner country

< Name >

## Contracting Authority

< Name >

# OBJECTIVE, PURPOSE & EXPECTED RESULTS

|  |
| --- |
| **Technical specifications for the procurement of services (i.e. the Terms of Reference for service tenders)** are prepared in a way to provide potential tenderers with all the necessary information for preparation of quality offers. Contracts for procurement of services may also include the procurement of certain goods (of a smaller price amount). In this case it is necessary to specify the minimum functionalities of those goods and define the quantities.  When preparing the Terms of Reference (technical specifications) for the procurement of services, the Contracting Authority must be realistic in defining the results and the activities and must make sure that the activities follow the results, as well as that the results are in accordance with the approved subsidy contract (and budget).  This form provides minimum information that Contracting Authority should provide to the tenderers; however, it is recommended that description of tasks are as detailed as possible and tailored to each individual procurement. |

## Purpose of the Contract

The purpose[s] of this contract [is] [are] as follows:

* < purpose 1 >
* < purpose 2, etc >

|  |
| --- |
| It is recommended to describe the background of the project for which procurement is made, as well as subject matter of the procurement. This is not obligatory, but if provided, it should add to the quality of the service offered by the Tenderers. |

## Results to be achieved by the Contractor

These may be presented either in order of importance or in chronological order, as appropriate.

* < result 1 >
* < result 2, etc >

# ASSUMPTIONS & RISKS

## Assumptions underlying the project

< Insert assumptions, if you deem necessary >

## Risks

< Insert risks, if you deem necessary >

# SCOPE OF THE WORK

## General

### Project description

< As appropriate, but with a recommended maximum of 2 pages >

### Geographical area to be covered

< As appropriate >

### Target groups

< As appropriate >

## Specific work

|  |
| --- |
| A clear and detailed list of the tasks to be undertaken in order to achieve the contract objective and/or Contractor’s job description. The tasks should be listed either in chronological order.  Please take into account that activities must be related to the outputs, and outputs may be basis for the interim (and final) payments.  The list of the tasks should include any reports that the Contractor must prepare (including interim and final reports referred to in Section 7.1 of these Terms of Reference), or state reports are not required.  Any tasks requiring specific expertise should be clearly identified. If appropriate, the time schedule for completing the various tasks should be stipulated here.  This section should contain only major managerial, economic, institutional, and technical requirements (+ criteria) regarding this project’s activities. It may address the issue of splitting the project into phases, or organising it into distinct components. Based on this section, tenderers shall prepare their own detailed organisation and methodology and technical proposals.  For contracts that include an element of supervision of progress of contractors on other contracts (e.g., works or supplies), the tasks of the supervisor should include a description of the types of checks to carry out. When the supervisor issues a certificate, he/she must be satisfied that relevant, reliable and sufficient evidence exists that:   * the tasks have been properly performed; and * the amounts claimed by the contractor(s) to be supervised have actually been incurred, in line with the requirements of the contract he/she is supervising.   In preparing this section, focus should be placed on ensuring the sustainability and dissemination of project results. The Contractor must also comply with the visibility rules for the Interreg VI-A IPA programme Croatia – Bosnia and Herzegovina – Montenegro (see https://interreg-hr-ba-me.eu/documents/implementation/). The compliance with this shall be made an output of the contract and the contractors shall include in its reporting what have been accomplished. > |

* < activity 1 >
* < activity 2, etc >

## Project management

### Responsible person

< Identify person of the Project partner which will be responsible for managing the contract / project >

### Facilities to be provided by the Contracting Authority and/or other parties

< As appropriate (describe if any facilities are provided or not>

# LOGISTICS AND TIMING

## Location

|  |
| --- |
| < Identify the location for the implementation of tasks. Bear in mind exact locations are important for the tenderers in order to calculate their costs.> |

Place of performance: <address>.

Tenderer / Contractor shall perform his tasks: <at the premises of the Contracting Authority / at his own premises / combination>.

## Start date & period of implementation

The intended start date is <date> and the period of implementation of the contract will be <number> months from this date. Please see Articles 19.1 and 19.2 of the Special Conditions for the actual start date and period of implementation.

(Optional: determine the phases of implementation).

# REQUIREMENTS

## Staff

### Key experts

|  |
| --- |
| Optional: Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts’ profiles. The tenderer shall submit CVs for the following key experts.  NOTE:  Often for global price contracts when the mission consists in a well-defined technical output, e.g. design documents for an investment project. provided the contractor has got internal capacities, the professional responsibility should lead the contractor to select the best possible staff in order to deliver the expected results, Key experts may not be required.  Identify the profiles sought for key experts and the number of key experts.  Profiles should define qualifications, general and specific experience. It is essential criteria are clear, verifiable and precise. It is also essential criteria are clear in following:   * What are the minimum criteria for the experts * What are most economically advantageous tender criteria and what are their relative weights. Remember to set the scores in the evaluation grid accordingly.   The precise time inputs of the experts may identified.  When deciding on the profiles, equal access must be guaranteed and they must not create unjustified obstacles to competitive tendering. The profiles should be clear and non-discriminatory. For example, ‘local expert’ may not be required but not a ‘local expert’ (i.e. a national/resident of a country). Remember that participation in tendering procedures must be open on equal terms to all eligible persons (see point 11 in Contract notice).  The profile of the ‘ideal expert’ should not be described. When choosing the criteria, consider the real minimum requirements and the availability of such experts on the market. The criteria should be as broad as possible. Quantifiable criteria should be drafted.  It is good practise to — where appropriate — add expressions such as ‘a University degree in Economics or a relevant, directly related discipline, or equivalent’. The required years of experience should be decided with due care and not inflated. Focus instead on quality rather than on quantitative aspects. Please specify carefully what the minimum requirement is and what the preferred requirement is. Bear in mind that if an expert does not meet the minimum requirements, he/she must be rejected. This means that the entire tender is rejected.  **Consider carefully the possible consequences of the drafting of the profiles as the more precise and challenging the profiles are the fewer experts will meet the minimum requirements and the result is that competition will be restricted. Do not demand a profile which is not justified by the nature of activity to be carried out.**  **Any particular definitions used should be sufficiently clear or explained to avoid any ambiguity.**  **Selection criteria cannot be re-used to define the key-experts' profile.** |

**Key expert 1: <Title>**

Qualifications and skills

< As appropriate. Please differentiate between minimum and preferred requirements if applicable.>

General professional experience

< As appropriate. Please differentiate between minimum and preferred requirements if applicable.>

Specific professional experience

< As appropriate. Please differentiate between minimum and preferred requirements if applicable.>

**[Key expert 2: <Title>**

…

Guidance notes on expert inputs:

1. Working days: performance of the contract (and therefore payment) is based solely on working days. The Consultant will only be paid for days actually worked on the basis of the daily fee rate contained in the budget breakdown (Annex V). Tenderers must annex the ‘Estimated number of working days’ worksheet contained in the spread sheet for Annex V to their Organisation and Methodology (Annex III) to demonstrate the correspondence between the proposed methodology and the expert inputs.

It is unnecessary to stipulate the holiday provision for experts. This is for the tenderer to decide. See Article 22 of the General Conditions.

1. The annual leave entitlement of the experts employed by a service provider is determined by their employment contract with the service provider and not by the service contract between the Contracting Authority and the Consultant. However, the Contracting Authority can decide when experts take their annual leave since this is subject to approval by the Project Manager, who will assess any such request according to the needs of the project while the contract is in progress. For obvious reasons, a day of annual leave is not considered to be a working day. All this is clearly stated in the General Conditions, Articles 21 and 22.

Everything is based on working days to avoid difficulties in identifying working weeks, national holidays, etc. in the partner country of a given contract.

The fee rates for all experts must include all the "administrative costs of employing the relevant experts, such as relocation and repatriation expenses [including flights to and from the partner country upon mobilisation and demobilisation], accommodation, expatriation allowances, leave, medical insurance and other employment benefits given to the experts by the Consultant". This is why no further mention of an annual leave entitlement must be made in the service contract.

It may be important, though, to establish how many times each expert needs to travel (since travel is included in the fee rate, the number of flights will have an impact on that fee rate).

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

### Non-key experts

|  |
| --- |
| If required:  Profiles of non-key experts should be defined if necessary, as well as their foreseen roles and input.  During the technical evaluation of Organization and Methodology, the only aspect to be considered for the non-key experts is whether the number of working days estimated for each month for each type of expert proposed in the Organisation and Methodology (Annex III) are sufficient for the requirements of the Terms of Reference to be achieved. This is judged on the basis of the profiles identified in the Terms of Reference and/or the Organisation and Methodology. |

The profiles of the non-key experts for this contract are as follows: <as appropriate>.]

CVs for non-key experts should not be submitted in the tender but the tenderer will have to demonstrate in their offer that they have access to experts with the required profiles.

The Contractor must select and hire other experts as required according to the profiles identified in the Organisation & Methodology [and/or these Terms of Reference]. All experts must be independent and free from conflicts of interest in the responsibilities they take on.

### Support staff & backstopping

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

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

## Office accommodation

Office accommodation is to be provided by [the Contractor] [the Contracting Authority] and costs are included in the contract value.

## Facilities to be provided by the Contractor

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

## Equipment

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

# REPORTS

## Reporting requirements

|  |
| --- |
| Please adjust reporting requirements to your needs. Take into account if approval of the reports is related to payments.  You may choose between Inception, Interim and Final report.  State the content of the report you want. |

Please see Article 26 of the General Conditions. There must be a final report accompanied by a final invoice at the end of the period of implementation of the tasks.

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

|  |  |  |
| --- | --- | --- |
| **Name of report** | **Content** | **Time of submission** |
| Inception Report |  |  |
| Interim Report 1 |  |  |
| Interim Report 2… |  |  |
| Final Report |  |  |

## Submission & approval of reports

< Number > copies of the reports referred to above must be submitted to the Contracting Authority. The reports must be written in English.

|  |
| --- |
| < Please state here any other specific requirements – e.g. number of days for verification of the report and corrections. Please take into account that approval of the reports may be linked to payments. > |

# MONITORING AND EVALUATION

## Special requirements

< As appropriate.>