

ANNEX II: TERMS OF REFERENCE

“Provision of Services for External Provider for Translation Services”

Abbreviations

RAS	Development Agency of Serbia
SME	Small and medium enterprises
MoE	Ministry of Economy
PEP	Programme for Purchase of Equipment
CfP	Call for Proposals
DEU	Delegation of the European Union
IPA	Instrument for Pre-Accession Assistance
ToR	Terms of References
KPI	Key Performance indicators
MIS	Management information system
IFI	International financial institutions

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1. BACKGROUND INFORMATION

1.1. Partner country

The Republic of Serbia.

1.2. Contracting authority

Development Agency of Serbia.

1.3. Country background and current situation in the sector

Low competitiveness of Serbian enterprises is a result of challenges of the business environment faced by private sector. The Government has taken a comprehensive approach in addressing these challenges, aiming to reduce administrative costs by 15-20% until 2020. This resulted in a significantly improved ranking in the Doing Business Report, from 91st in 2014 to 48th place in 2018. More than 100 administrative fees have been abolished and it was made easier to deal with construction permits. Starting a business has been made simpler, the reliability of the land administration system was strengthened and enforcing contracts was made easier.

One of the elements of the business environment seriously affecting the competitiveness of Serbian enterprises is limited access to affordable finance. Over 69% of companies interviewed in USAID's Serbia Business Survey 2017 reported that they did not borrow to finance operations and growth. According to the same Survey, 84% of SMEs are financed from their own sources. The situation is particularly worrisome for small companies. The financing gap based on the potential demand from, for example, micro enterprises in Serbia, is estimated between 938 – 1,036 EUR million. The micro-financing and venture capital investment are impeded by lack of legal framework, and the unfavourable offer of loans by the banking sector is caused by high requirements for collateral, low credit rating and limited transparency of financial statements of the loan applicants. Lack of affordable financing is preventing Serbian enterprises to modernize their production and to invest in innovation and commercialisation, resulting in low productivity with only 9.2 % of manufacturing having high and medium high-technology products. This affects SMEs and particularly small companies with, for example, companies in the field of textiles, on average, using 35 years old machinery, followed by companies from the machine industry with equipment that is 34.5 years old. Equipment, tools and other productive resources are the most obsolete in the region of southern Serbia (41 years) and the least obsolete in the region of Bačka (18.5 years) and in Belgrade (20.5 years). Consequently, SMEs have less chance of producing high quality products able to compete on international markets on the basis of quality, quantity and unit costs.

As part of the comprehensive approach, Serbia needs to continue to improve access to finance to SMEs and diversify existing funding mechanisms.

The sector strategy covering the Action relevant to the Terms of reference is **Strategy to support the Development of SMEs, Entrepreneurship and Competitiveness (2015-2020) (SME Strategy): Pillar 1:** Improvement of business environment Dimension 1: Establishment of stimulating regulatory framework in accordance with demands and abilities of SMEs **Pillar 2:** Improvement of access to sources of funding Dimension 3: Improvement of the ability of SMEs to access various sources of funding; **Pillar 4:** Enhancing the sustainability and competitiveness of SMEs Dimension 1: Improvement the efficiency of the institutional support to business operations and development of SMEs and entrepreneurship Dimension 3: Improvement the functionality of the national innovation system.

1.4. Related programmes and other donor activities

This Action is part of the Country Action Programme for the Republic Serbia for the year 2019-EU Support to Competitiveness, Research and Development and Innovation. Jointly with other actions from the Country Action Programme it will contribute to its overall objective to increase the competitiveness of the Serbian economy. Specifically, it addresses the need to strengthen the private sector's impact on the economy by increasing its business efficiency and their share in turnover, GDP and profitability. Through providing financial support for purchasing of new equipment, the Serbian companies will be more competitive and that leads to an increase in competitiveness of the Serbian

economy. Regardless COVID-19 related support instruments, there are several national and regional EU funded project and initiatives which are relevant for improving access to finance for SMEs and with whom the proposed Action have supplementary scope and development approach. The Western Balkan Enterprise Development and Innovation Facility (WB EDIF) is improving access to finance for SMEs through its Equity (ENEF and ENIF), Lending (Regional Competitiveness Programme) and Guarantee instruments (GF I, GF II and „EU for Serbia –financing for SMEs”). Total funding for Serbia so far is more than EUR 205 mil and more than 1 200 SMEs benefited from the interventions. Nevertheless, instruments of this platform mostly support loans for working capital, equity investments or loans for upgrading production processes to EU standards in the fields of environmental protection, product safety and quality and occupational health and safety. Some instruments from WB EDIF have been extended at national level in Serbia: through “EU for Serbia – Finance for SME” (IPA 16) - 20 mil EUR for favourable loans for SMEs is allocated -, while “EBRD SME Competitiveness Support Programme” got additional 10 million EUR funding for Serbia from the IPA 18 allocation. Important positive influence in terms of boosting banks credit activity towards SME sector have guarantee schemes financed from EU programs, i.e. COSME, EaSI and InnovFin. As already stated, the Action represents scaling up of well-established national PEP which has been developed with the support from USAID BEP program, while MIS software has been acquired with support from German bilateral co-operation.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

The overall objective of the project of which this contract will be a part is as follows:

Action “IPA 2019 – Direct Grant to the Development Agency (Action) of Serbia – Scaled up and technologically improved production capacity solutions among micro and small enterprises and entrepreneurs” shall contribute to increased competitiveness of the Serbian economy by supporting investment of micro, small and medium enterprises in modernization of production equipment and expansion of production.

The specific objective of the Action is to increase business efficiency of Serbian SMEs. In addition, action will strengthen capacities of national institutions to run complex development programs in future, funded from national or EU funds and provide inputs for adjustment of portfolio of support programs towards post-COVID recovery and longer - term development needs.

Overall objective of this Contract is to support efficient implementation of the Action.

2.2. Purpose

Purpose of the Action is to provide scaling up of very successful national program Programme for purchase of equipment PEP, which has been implemented in partnership with commercial banks and leasing companies for several previous years. Action will enable more favourable financing terms for SME investment loans, in terms of lower interest rates offered by the banks and elimination of hard collateral (i.e. mortgage), as requested collateral. Hence, it will support recovery of investments in SME sector after COVID-19 slow-down of the project. Trough providing financial support for purchasing of new equipment, the Serbian SMEs will expand and technologically improve production capacity which would lead to an increase in competitiveness of Serbian SMEs and consequently economy as whole.

The purpose of this Contract is to provide professional translation services in accordance with needs of the Action, which shall contribute towards the effective delivery of the Action results.

2.3. Results to be achieved by the contractor

The results expected of the Contract is:

- Professional translation services from Serbian to English language and *vice-versa* provided to Contracting Authority, in line with needs of the Action implementation and Contracting Authority's requests.

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

- The Government maintains consistent policy and commitment to the EU accession;
- Existence of sufficient and efficient absorption capacities for EU funds within contracting authority administration and relevant stakeholders;
- Timely and efficient cooperation of all involved stakeholders and experts;
- Relevant legislation remains unchanged;

3.2. Risks

- Global trends in changes related to interest rate;
- Lack of interest of sub beneficiaries in post COVID period;
- Lack of interest of the financial intermediaries in post COVID period;

4. SCOPE OF THE WORK

4.1. General

4.1.1. Project description

Development Agency of Serbia (RAS) and Ministry of Economy have been awarded direct grant from IPA 2019 Programme, "IPA 2019 – Direct Grant to the Development Agency of Serbia – Scaled up and technologically improved production capacity solutions among micro and small enterprises and entrepreneurs" in 2021.

The duration of implementation of Action (i.e. grant) is foreseen to be 48 months.

Action shall be implemented through three main Components:

Component 0 – Management of the Action;

Component 1 – Implementation of PEP;

Component 2 – Implementation of the Technical Assistance support.

The Component 0 - Management of the Action - includes the activities regarding the project management process, the procurement of external expert's services as well as programme supplies, with the aim to achieve the purposes and the objective of the Action.

The Component 1 – implies the implementation of the PEP in 2022 and the Program Public Call.

The following activities under the Component 1 are envisaged:

- A1 - Establishment of the legal basis for annual PEP cycle, i.e. adoption of a Decree by the Government
- A2 - Implementation of the CfP for the banks and leasing companies and contracting short listed banks/Leasing Companies
- A3 - Launching CfP for grant beneficiaries and outreach
- A4 - Submission of grant application together with credit/leasing request and evaluation
- A5 - Contracting of sub-grant beneficiaries
- A6 - Payment
- A7- Monitoring of sub-grant beneficiaries and reporting.

Detailed PEP Programme Manual for the Public call in the year of 2021 and accompanying documentation is available on RAS websites following the link:

<https://ras.gov.rs/program-podrske-malim-i-srednjim-preduzecima-za-nabavku-opreme>

The Component 2 - includes the technical assistance activities related to the support, institutional strengthening and capacity building of the MoE and RAS, necessary for the smooth implementation of the PEP.

Therefore, Development Agency of Serbia will engage External Provider for Translation Services which will provide services of translation of relevant Action documentation.

4.1.2. Geographical area to be covered

The Contract shall be implemented in the Republic of Serbia.

4.1.3. Target groups

Key target group of this Action and this Contract is Serbian private micro and small enterprises, including sole traders and co-operatives, engaged in manufacturing, construction and engineering.

4.2. Specific work

4.2.1. General tasks and responsibilities

General task of the External Provider for Translation Services is to provide professional, accurate and fast translation services from English to Serbian language and *vice-versa*, providing that the translated content reflects the true sense of the meaning and understanding of all principles and analysis presented in the documents subject to translation.

4.2.2. Specific tasks and responsibilities

Specific tasks and responsibilities shall, *inter alia*, include:

Translation of texts and written documents from Serbian language to English language and *vice-versa*, such as: reports, executive summaries, newsletters, press releases, success stories, briefing books, promotional brochures, articles, other focused messaging etc., produced by RAS and partners.

Translation of PEP program documentation (PEP Decree, PEP Instructions, standard PEP implementation reports, and models/patterns of all forms used during the implementation of the Program. All documents and information requested by the Contracting authority or auditors will be downloaded from MIS (MoE Management information system) and translated into English.

Translation will be made for written, printed and electronic documents and texts.

The content of written texts will be in line with RAS activities, and will require mainly, but not exclusively, vocabulary in the following fields: SMEs, public administration, governance, finance and economy.

4.2.2.1. Definitions

In provision of translation services under this Contract the Contractor shall abide the following definitions related to rendering of translation services:

- **“Amendment”** means translation and incorporation of changes to the content of a text which has already been translated, and revision/review thereof. An amendment can be a deliverable in itself;
- **“Assignment”**: the service(s) requested in an order, in particular translating the document(s) listed therein;
- **“Reference material”** means any documents such as a glossary or pre-existing translation (source and target texts), provided by the Contracting Authority as a reference for the Contractor;
- **“Review”** means to examine a target text for its suitability for the agreed purpose and compliance with the conventions of the domain and to make any amendments necessary for this purpose. A review can be a deliverable in itself;
- **“Revise”** or **“Revision”** means systematic comparison of the original and target texts before delivery to ensure that the target text is an accurate and consistent rendering of the original, that it meets the quality requirements set in these specifications and that any discrepancy between the source and target texts is eliminated. Revision therefore includes making any amendments necessary for this purpose. A revision can be a deliverable in itself;
- **“Routine Orders”**: means Orders for seven (7) Standard pages per working day (not including Saturdays, Sundays and public holidays in Serbia) for translation, and fifteen (15) Standard pages per working day for revision/proofreading;
- **“Source text”** or **“Original”** means the text in the source language to be translated into the target language, revised and reviewed or amended;
- **“Source language”** means the language of the source text;

- **“Standard page”** (standard translation page) means a page of text comprising 1 500 characters, not including spaces, in the Source language, as counted using MS Word.
- **“Target text”** or **“translated text”** means the result of the translation, revision, review and/or amendment process in the target language specified in the contract;
- **“Terminology”** means the relevant terms that express the concepts specific to the subject area covered by the translation;
- **“Translate”** or **“Translation”** means rendering a text in the source language into the target language specified in the Order;
- **“Order”**: a form by which RAS issues assignments under this Contract, specifying the nature of the service to be provided, the volume of work, the deadline (date and time) by which it is to be completed. The order form may also include an information sheet and specific instructions, for example on formatting, the purpose/destination of the text, delivery;
- **“Urgent Order”**: means Order that exceed Routine Orders in volume per working day;

4.2.2.2. Volume of the work

Contractor is expected to provide translation in the following provisional content and volume:

Translation of up to 455 Standard pages per multiple Orders in an unstructured quantity per Order. However, these figures should not be regarded as a guaranteed workload. The Source texts will be of varying length, urgency and nature. The volume of services that the Contract is intended to cover is envisaged in the above stated provisional volume and indicative quantification, and it is not a guarantee of a minimum or maximum level of future use of services under this Contract.

The dynamics of translation Orders will vary throughout the period of implementation of the Contract. The Contractor will tentatively receive the largest number of Orders during first year of Contract implementation (approximately 60-80% of above described volume of work).

4.2.2.3. Quality Standard

All translations by the Contractor must be rendered publication-ready, commensurate with what an experienced professional translator can offer. The term “publication-ready” shall mean that the translation respects the formatting conventions specified by RAS and is devoid of typographical, spelling and grammatical mistakes. The translations must also be written in clear, correct and readable language. The content and meaning of the original language must be accurately rendered in the target language, and a high level of terminological and style consistency must be achieved.

More specifically, the Contractor must ensure, *inter alia*, that:

- The translated text is complete (without omissions or unjustified additions);
- The translated text is a faithful, accurate and consistent rendering of the source text;
- References to documents already published have been checked and quoted correctly;
- The terminology and lexis used are consistent throughout the translated text and with any relevant reference material;

- Sufficient attention has been paid to the clarity and register of the translated text;
- The translated text contains no syntactical, spelling, punctuation, typographical or other grammatical errors;
- The formatting of the source text has been maintained (including codes and tags if applicable); design and presentation requirements must be met, for example text and paragraph formatting, physical layout, integration of graphical elements, mark-up (tags) and any technical requirement for particular settings and segmentation;
- Any specific instructions given by the Contracting Authority – whenever this is the case – are followed;
- The Contractor must also make sure that the delivered translation takes into account feedback provided by RAS in respect of previously delivered translations;

Contractor’s remarks on terminology, Source text content or any other translation issue arising are appreciated. They are to be submitted in a separate file together with the translated text.

4.2.2.4. Orders – Operational process and content

Translation services shall be provided on-demand, based on the “Order” issued by RAS. The Order shall be made by RAS for each specific translation service, specifying, *inter alia*:

- Type of service
- Deliverables
- Source and target languages
- Nature and purpose of the document(s)
- Any specific terminology required
- Volume of work (number of pages)
- Format
- Time-frame / deadline for delivery
- Method and place of delivery.

The Order shall be sent by RAS to the Contractor by e-mail to the address indicated in the tender documents and it is deemed to be accepted by the Contractor upon written confirmation of receipt. The Contractor must confirm receipt of the Order in writing, by email. In case the Order is missing some information or is unclear, the Contractor shall request clarification, via e-mail, within 24 hours from receipt, otherwise the Order will be considered as accepted in full.

4.2.2.4.1. Types of Orders

The Orders for translation services may be issued in two different forms according to RAS needs:

- **Routine Orders:** Routine Orders refer to Orders for seven (7) Standard pages per working day (not including Saturdays, Sundays and public holidays in Serbia) for translation, and fifteen (15) Standard pages per working day for revision/proofreading.
- **Urgent Orders:** Urgent Orders refer to Orders that exceed routine Orders in volume per working day.

4.2.2.5. Sending and receiving Source text

Source text will be sent by RAS together with the Order. RAS shall send the Source text/Order by e-mail, postal service or courier to the address provided by the Contractor in the tender documents. Any change of address shall be immediately communicated by the Contractor to RAS. Deadlines for delivery of the Target text/Order will commence when the Contractor receives the Source text. An Order and Source text is considered received by the Contractor when it is delivered during the working day (08:00 – 16:00 CET, not including Saturdays, Sundays and public holidays), or if delivered at other times, at the start of the following working day.

4.2.2.6. Format of Source text

Source texts for translation will be provided by RAS in an unlocked format (e.g. .doc, .docx, .odt, .xls, .xlsx, .ods, etc.) whenever possible.

When such format is unavailable, texts will be provided either in locked format (.pdf, .jpg, etc) or on paper.

4.2.2.7. Format of the Target text

Translated documents should be delivered (preferably) in Microsoft Word format as a clean copy, a copy with “track changes” marked, and a copy with comments of translated text in a clear and jargon-free language content ensuring no language errors, and providing that the meaning and understanding of all principles and analysis presented in the documents reflect their true sense. In any case, the Target Language Text shall be released by the Contractor in the form of an electronic and/or paper document, according to RAS request in the Order.

4.2.2.8. Acceptance

Acceptance of the assignment implies acceptance of the delivery date stated in the Order, and an obligation to meet it. The burden of correct and timely delivery shall be borne by the Contractor. Should the Contractor for any reason foresee a delay in delivery, RAS shall be informed at the earliest possible moment of the foreseen or potential delay and its reasons. In any case, RAS reserves the right to complaint and to refer to contractual provisions related to delays. Exceptions may be made in cases of genuine force majeure which must be notified at the earliest possible opportunity in writing.

After verifying the content and delivery of translation ordered (assignment), RAS Project manager will formally accept it and notify the Contractor via e-mail of its acceptance.

Delivered translated documents found not to comply with the quality requirements may be sent back to the Contractor for completion, in which case they will be formally accepted only after receipt and verification of a corrected assignment. If the assignment is assessed as ‘unacceptable’ by the Contracting authority, the Contractor will have five working days (or appropriate number of days assessed by the Contracting Authority and notified to the Contractor, depending on the specific assignment) from being notified of this to submit comments or corrected document. The costs of text correction are borne by the translator

4.2.2.9. Confidentiality and copyrights

Confidentiality and copyrights provisions shall be fully in line with the General Conditions of Contract (GC). More specifically:

All documents compiled by or received by the Contractor in connection with this contract shall be property of RAS, and shall be treated as confidential and shall be delivered only to duly authorized RAS officials on completion of the work or services under the contract.

In no event shall the contents of such documents or any information known or made known to the Contractor by reason of its association with RAS be made known by the Contractor to any unauthorized person without the written approval of RAS.

The obligations in this section of ToR and GC shall not lapse upon termination of the contract.

4.2.2.10. Fees and payment provisions

Without prejudice to what is specified in the General Conditions of the Contract and in any other tender document, payments for the service(s) shall be made only after the delivery of the service, its acceptance by the Contracting Authority.

The reference level is the fee quoted by the Contractor in his tender/signed contract for translation of a Standard page as defined in this ToR. It shall include all costs relating to performance of the contract (e.g. retrieval, handling and delivery of texts, access to terminology and document databases). It also includes administrative tasks, communications, taxes, social security contributions, insurance and any bank charge.

For an Urgent Order, the Contractor may charge one Standard page as 1.2 Standard pages as defined in this ToR, upon request by the Contractor.

When electronic unlocked format of the Source text is unavailable (as described in the section 4.2.2.6. of this ToR), and the texts are provided either in locked format (.pdf, .jpg, etc) or on paper, one Standard page will count as 1.1 Standard page delivered.

Text in editable graphic elements in the source document shall count as normal text.

Should a source document contain graphics that are not editable and that require translation, page-count factors for services of replacing the graphics with translated versions shall be agreed between RAS and the Contractor in writing before the work is performed.

For Orders including only revision or review, the quantity of Standard pages shall be equal to 0.5 of the number of Standard pages of Source text;

***N.B.** The above mentioned, tasks and responsibilities are not limited to the specification and could be subject to expansion and be dependable upon Action dynamics.*

4.3. Project management

4.3.1. Responsible body

Development Agency of Serbia

4.3.2. Management structure

The Contractor will work closely with RAS advisors that will be in charge for daily communication with the Contractor.

Project Manager is responsible to give final approvals for tattled deliverables.

The overall team for implementation of the Action from which this contract is financed is comprised of:

Development Agency of Serbia (RAS) - the beneficiary of the direct grant and it is in charge of overall management and implementation of the entire Action. For the overall management of the Action, RAS has appointed high-rank official to act as Project manager. Project manager would rely on the support of RAS working group tasked with project management activities, as well as the team of individual experts. RAS Procurement unit and RAS Financial unit support the implementation of Action as well. Staff from IPA Unit of the MoE also provide support to the Project manager.

Ministry of the Economy (MoE) - co-applicant. MoEs main responsibilities are preparation of the legal basis for PEP, launching Calls for Proposals (CfP) for selection of commercial banks and leasing companies, as well as a CfP to business entities for the award of grants, establishment and participation in Committee for selection of banks/ LCs and Grant Committee and oversees PEP implementation. MoE is in charge to ensure the national funding from the state budget, which is intended solely for PEP CfP in 2022.

Project Steering Committee (PSC) is established to perform overall monitoring and steering of the implementation of the Action.

4.3.3. Facilities to be provided by the contracting authority and/or other parties

Contracting authority shall provide to the Contractor all documents and supporting information related to texts to be translated.

5. LOGISTICS AND TIMING

5.1. Location

Office accommodation for expert working on the contract is not foreseen to be provided by the Contracting authority. Contracting authority currently supports adaptability to remote work conditions according to COVID conditions. However, since RAS office in Belgrade is the main operational base of Action implementation, it is expected from service provider to be able to attend meetings with the RAS team upon invitation.

5.2. Start date & period of implementation

The intended start date is September 2022 and the period of implementation of the contract will be approximately 33 months, until the end of the Action (June 2025).

Please see Articles 19.1 and 19.2 of the special conditions for the actual start date and period of implementation.

6. REQUIREMENTS

6.1. Staff

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information

on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

6.1.1. Key experts

Key experts have a crucial role in implementing the contract. The Expert shall work under the guidance and follow the instructions of the Project manager of the Contracting Authority.

These terms of reference contain the required key experts' profiles. The tenderer shall submit CVs and statements of exclusivity and availability for the following key experts:

Key expert: Translator

Qualification and skills

- Experience in the usage of computers and office software packages; (MS Word, Excel, etc.);

General work experience:

- At least 7 years of general postgraduate work experience;

Specific work experience

- Proven experience in having translated at least 5000 standard translation pages from Serbian to English language or vice-versa; ¹;

Asset

- Experience in translating documents/texts from English to Serbian language or *vice versa* related to SME or economy sector will be considered as an asset;
- Experience in providing services of translation from English to Serbian language or *vice versa* to international or bilateral or IFI funded projects will be considered as an asset;
- Experience in provision of translating services to public or public administration institutions shall be considered an asset;

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

¹ Translation experience quoted in “words” in reference letters must be converted into “standard translation pages” as described under this ToR”; 1,000 standard translation pages shall count as one year of experience as an employed translator.

6.1.2. Support & backstopping

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

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

6.2. Office accommodation

Office accommodation or working space for each expert working on the contract is to be provided by the Contractor.

The costs of the office accommodation are to be covered by the fee rates.

6.3. Facilities to be provided by the contractor

The Contractor must ensure that experts are adequately supported and equipped for performing the services under this ToR.

6.4. 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.

7. REPORTS

7.1. Reporting requirements

The expert shall provide the following reports by using the templates provided by Contracting authority:

- **Brief Monthly reports on the performed services** with a description of activities and outputs provided, at the end of each month under this assignment. Monthly Unit-list is the component of this report.
- **Final report on the performed expert services**, no later than 2 weeks after completion of all tasks under this assignment. This report will include a description of all activities.

Reports shall include information on work performed for accomplishing task reported.

7.2. Submission & approval of reports

One copy of the reports referred to above must be submitted to the project manager of contracting authority identified in the contract. The reports must be written in English. The Project manager of Contracting authority is responsible for approving the reports.

The Contracting Authority shall, within 10 days of receipt, notify the Contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the Contracting Authority does not give any comments on the documents or reports within the time limit, the Contractor may request written acceptance of them. The documents or reports shall be deemed to have been approved by the Contracting Authority if it does not expressly inform the Contractor of any comments within 15 days of the receipt of the report.

* * *