Center of European Projects
02-672 Warsaw, ul. Domaniewska 39a
tel. (22) 378 31 00; fax (22) 201 97 25
NIP 701 015 88 87; REGON 141681456

Open tender, ref. No.: CPEzp-II-5/10

SPECIFICATION
OF ESSENTIAL TERMS OF CONTRACT
(hereinafter referred to as "*SETC*")

Regarding:

procedure concerning the award of a public contract as part of an open tender conducted on the basis of Article 39, in connection with Article 10 of the Act of 29 January 2004 - the Public Procurement Law (Journal of Laws of 2007, No. 223, item 1655 as amended), hereinafter referred to as "*Act*", concerning **preparation in English (including implementation and appropriate adjustment) of a database system supporting the operations of the Joint Technical Secretariat of the South Baltic Cross-border Cooperation Programme. It is possible, within the framework of the contract, to functionally and technically modify the existing database system based on the relational database such as Microsoft® SQL Server™ 2008.**

CPV codes:
72.00.00.00-5 – IT services: consulting, software development, Internet and support

CHAPTER I.
Terms of reference

1. The subject matter of the contract is ***a preparation in English (including implementation and appropriate adjustment) of a database system supporting the operations of the Joint Technical Secretariat of the South Baltic Cross-border Cooperation Programme. It is possible, within the framework of the contract, to functionally and technically modify the existing database system based on the relational database such as Microsoft® SQL Server™ 2008.***
2. A detailed description of the subject matter of the contract can be found in appendix No. 4 to the do SETC.
3. The Contracting party does not permit placing partial bids.
4. The Contracting party permits placing variant bids, does not intend to conclude a framework contract, does not intend to establish a dynamic procurement system and does not plan to select the best bid by means of an electronic auction and does not plan to award supplementary contracts.

CHAPTER II.
Description of preparation of the bid

1. The bid must be placed, under the paid of being null and void, in writing, in English or Polish (based on the form constituting **appendix No. 1** to the SETC). The Contractors bear all the costs associated with the preparation and placement of the bid.
2. Documents drawn up in a different language are placed together with a translation into Polish or English, certified by the Contractor to be a true copy of the original.
3. The bid, together with the required declarations, should be signed by a person (persons) empowered to permanently represent the Contractor on the outside, to make declarations of wills and to contract obligations on his behalf. The bid can also be signed by other persons possessing a power of attorney to represent the Contractor in the given public procurement procedure, attached to the bid in original form or as a copy certified by a notary public.
4. Every page of the bid, including the appendices, should be numbered.
5. All corrections and amendments in the bid's text must be initialled and dated by the person signing the bid.
6. Documents associated with the bid, constituting information reserved for other participants in the procedure, i.e. information constituting company secrecy in understanding of Article. 11 par. 4 of the Act on combating unfair competition (Journal of Laws of 2003, No. 153, item 1503, as amended), should be placed in a separate, sealed envelope bearing an inscription "CLASSIFIED DOCUMENTS".
7. All documents comprising the bid should be clipped (stapled) together in a permanent way making it impossible to freely remove the pages.
8. Contractors jointly bidding for the contract **must establish an authorized representative** who will represent them in the procedure concerning the award of this contract or who will represent them in the procedure and who will conclude the contract for the public procurement order in question. In this case, an appropriate power of attorney should be placed together with the bid, specifying the method of cooperation between the Contractors jointly bidding for the contract. Should a bid placed by Contractors jointly bidding for the contract win, prior to concluding the contract for the public procurement order, the Contracting party will demand an agreement regulating cooperation between these Contractors. The provisions of the Act concerning the Contractor apply accordingly to the Contractors jointly bidding for the contract

CHAPTER III.
Contract execution date

The deadline for implementing functional and technical modifications is 90 days of the day on which the contract is concluded. For the elements contained in points 2.2.3.1. (incl. 2.2.3.1.1. – 2.2.3.1.7.) and 2.2.3.5. (incl. 2.2.3.5.1.) of the appendix no. 4, the duration of implementation of functional and technical modifications is 60 days of the day on which the contract is signed.

CHAPTER IV.
Criteria that the Contractor should fulfil to be awarded the contract

1. The procedure may be acceded by Contractors who fulfil the criteria referred to in Article 22 par. 1 of the Act, in particular, Contractors not excluded from the procedure based on Article 24 par. 1 and 2 of the Act.

2. **An assessment of how the aforementioned criteria are fulfilled will be performed in accordance with the formula "*fulfils – does not fulfil*" on the basis of the declarations and documents attached to the bid, <u>as referred to in Chapter V of the SETC.</u>**

CHAPTER V.
Documents required of the Contractor

1. Information about the declarations and documents **which the Contractors must submit together with the bid** to confirm that they fulfil the criteria of participating in the procedure as well as the requirements laid out by the Contracting party:
    1) declaration that the Contractor fulfils the criteria referred to in Article 22 par. 1 of the Act (**as per appendix No. 2** to the SETC);
    2) current excerpt from the competent register or current certificate of entry in the commercial register, if separate regulations require entry in the register or registration in the commercial register, issued not earlier than 6 months before the lapse of the deadline for placing the bids *(in original form or as a photocopy certified by the Contractor to be a true copy of the original in the mother tongue of the Contractor)*;
    3) current certificate from the competent chief officer of the inland revenue office and a competent branch of the Social Insurance Institution or the Farmers' Social Security Fund or other competent authorities in accordance with the law of the country of the Contractor confirming, respectively, that the Contractor is not in arrears with the payment of taxes, health and social insurance fees and contributions, or certificates that he has obtained a legal exemption, deferment of payment or that the outstanding payments have been split into instalments, or that the decision of the competent authority has been fully suspended - issued not earlier than 3 months before the lapse of the deadline for placing the bids (in original form or as a photocopy certified by the Contractor to be a true copy of the original);
    4) a document containing an indicative timetable of work implemented to meet the deadline specified in the bid; a description of the proposed system of communication with the Joint Technical Secretariat (JTS) of the South Baltic Cross-border Cooperation Programme (including visits to JTS in Gdańsk); a description of databases developed; competencies and strengths of the Contractor as well as specification of the implementing team.

5) draft agreement taking into account the provisions of the agreement that are significant to the Contracting party as listed in appendix No. 3.

6) a list of services accomplished, and as regards periodic or continuous ones, also the services being rendered over the past three years before the start of the procedure concerning the award of the contract, and if the duration of the business activity is shorter – during that period, corresponding in terms of type and value to the services constituting the subject matter of the contract, including an indication of their value, subject matter, completion dates and clients

7) a list of persons and entities which will participate in the execution of the contract, together with information about their job qualifications, experience, knowledge of the English language and education necessary to execute the contract, as well as the scope of activities performed by them.

8) a proposal of solutions concerning physical placement of the databases, describing the following options in terms of costs and in terms of preservation of quality of services (for instance, keeping the database in operation, performing maintenance work requiring access to the server, guaranteeing security standards on a level guaranteeing security of the data and guaranteeing capacity of the hard drive at 20 GB)

    a) storing data on a server provided by the Contracting party

    b) storing data on a server provided by the Contractor

Certification of copies to be true originals should be effected in a manner making it possible to identify the signature of the person empowered to make declarations of will on behalf of the Contractor.

2. If the Contractor's registered office or place of residence is located outside of Poland, instead of the document referred to in par. 1 item 2, the Contractor submits a document or documents issued in the country in which his with registered office or place of residence is located, confirming, accordingly, that no bankruptcy proceedings against him have been commenced and that he has not declared bankruptcy. The document should be issued not earlier than 6 months before the lapse of the deadline for placing the bids.

3. If the country of origin of the person or the country in which the Contractor's registered office or place of residence is located does not issue the document referred to in par. 2, it is replaced by a document containing a declaration made before a notary public, competent court, administrative body or professional or commercial self-governing body of the country of origin or the country in which the Contractor's registered office or place of residence is located. The provision of par. 2 applies accordingly.

The Contracting party will summon the Contractors who did not submit the declarations or documents required by the Contracting party by the required deadline or who did not submit the powers of attorney or who submitted documents containing errors or who submitted erroneous powers of attorney, to submit them by the required deadline, unless, despite that they have been submitted, the Contractor's bid is rejectable or it would be necessary to annul the procedure.

CHAPTER VI.
Information about the method of communication between the Contracting party and the Contractors

1. Under this procedure all declarations, applications, notifications and information are exchanged between the parties to the procedure **in writing**. If declarations, applications, notifications and information are exchanged using a fax, each party immediately confirms

receipt thereof upon the other party's request. <u>Exchange of documents using a fax does not apply to queries concerning the SETC and to protests.</u>

2. The Contractor may ask the Contracting party for clarification of the SETC. **Questions in written form should be sent to:** Center of European Projects, 02-672 Warszawa, ul. Domaniewska 39a.

3. The Contracting party will give written clarifications to the Contractors to whom the SETC have been given, if the written query is received not later than 3 days before the lapse of the deadline for placing the bids.

4. In justified cases – before the deadline for placing the bids lapses – the Contracting party may change the tenor of the SETC.

5. The Contracting party will send the amended tenor of the SETC to all Contractors who received the SETC from the Contracting party in the case in question.

6. If, in result of the amendments to the tenor of the SETC, extra time is required to amend the bids, the Contracting party will extend the deadline for placing the bids and will inform the Contractors who received the SETC about this fact.

7. Persons authorized on the Contracting party's side to contact the Contractors are:

    1) in substantive matters:

        Mr. Igor Kaniecki, tel. +48 58 732 05 29; +48 58 746 38 58; +48 782 110 231, from 9^{00}a.m. to 3^{00}p.m.,

        e-mail: igor.kaniecki@southbaltic.eu

    2) in matters concerning tender procedures

        Mr. Łukasz Dmowski, tel. +48 22 378 31 05, from 9^{00}a.m. to 3^{00}p.m.

CHAPTER VII.
Bid bond

The Contracting party does not require the Contractors to pay a bid bond.

CHAPTER VIII.
Validity of the bid

1. The bidder is bound by the bid for the duration of 30 days of the final deadline for placing the bids.

2. The Contractor may extend the validity of the bid on his own or at the request of the Contracting party.

3. The Contracting party may only once, at least 3 days before the expiry of validity of the bid, ask the Contractors for their consent to extend the validity by a specified time which will not extend beyond 60 days.

CHAPTER IX.
Placing of bids

1. Each Contractor may place only one bid.

2. The bid should be placed in a sealed envelope that makes it impossible to get acquainted with it without opening it, bearing the name and address of the Contractor and marked in the following manner:

Center of European Projects
state budgetary unit
ul. Domaniewska 39a, 02-672 Warsaw
*"Bid for the procedure ref. No.: CPEzp-II-5/10 – **preparation of a database system**"*

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3. **The bid should be sent by post or brought to the Contracting party's secretariat in Warsaw at ul. Domaniewska 39a, by 16 March 2010 by noon.**
4. Bids sent by fax will not be considered.

CHAPTER X.
Modification and withdrawal of bids

1. The Contractor may amend or withdraw the bid before the deadline for placing the bids is up.
2. No bid may be amended or withdrawn after the deadline for placing the bids is up.
3. The bid may be amended only by placing an amended, written bid in accordance with the same rules as the previously placed bid. The bid amending the previously placed bid must unequivocally show which provisions of the bid are being amended.
4. The Contractor may withdraw a bid already placed only before the deadline for placing the bids is up. The Contracting party may give back the bid to the Contractor only on the basis of a written request to return the bid made by a person authorized by the Contractor to perform this task. The authorization to withdraw the bid must be attached to the request for the return of the bid.
5. Any bid placed after the deadline is up is returned to the Contractor without being opened after the deadline for submitting a protest is up.

CHAPTER XI.
Opening of the bids

1. **The bids will be opened publicly on 16 March 2010 at 12:30 p.m. at the Contracting party's registered office in Warsaw at ul. Domaniewska 39A, room 32.**
2. Before the bids are opened the Contracting party will indicate the amount which he intends to allocate to finance the contract.
3. The bids are opened in public. As the bids are being opened the Contracting party will announce the names (companies) and addresses of the Contractors and will give information concerning the price.
4. The Contractors may participate in the public opening of the bids. Should the Contractor not be present during the opening of the bids, the Contracting party will send the Contractor, upon his written request, information concerning the amount which he intends to allocate to finance the contract and information given while the bids were being opened.
5. Based on Article 96 par. 3 of the Act the bids are rendered available from the moment they are opened.

CHAPTER XII.
Description of how the bid price is calculated

The Contractor will use the bid form to price each position (net value, VAT and gross value) in Polish zlotys, rounded off to two decimal places for each of the following items. It is possible to place bids in EUR. Appropriate values of the bid placed in EUR will be converted to PLN at the exchange rate in effect in February 2010 as set by the European Central Bank:
http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=currency_historique&currency=153&Language=en#top
The bid price should include all costs associated with the execution of the contract.
Please provide the bid price separately for each of the following items:
   a. Estimated total for all modifications marked as priority [++, 1], [+, 1] in the chapter "Functional specification / scope of modifications and services" of appendix No. 4 (except for the maintenance costs)

b. Estimated total for costs of maintaining the functionality of the database until 31 December 2015.
c. Detailed indication of optional or necessary extra costs not covered under the above categories, marked as priority [++, 2], [+,2], [0,2] in the chapter "Functional specification / scope of modifications and services" of appendix No. 4.

CHAPTER XIII.
Criteria for selecting the most suitable bid

When selecting the most suitable bid the Contracting party will guide himself by the following criteria:
   a) **price for the work described in chapter XII, items a-b - 23 %**

$$\text{number of points earned by the bid being evaluated} = \frac{\text{lowest price}}{\text{price of the bid being evaluated}} \quad X \quad \text{100 points X 23\%}$$

   a1) **price for the work described in chapter XII, item c - 2 %**

   b) **number of databases accomplished (or databases maintained and preserved) supporting the work of the European Territorial Cooperation programmes (indicated in the references) – 30%**

$$\text{number of points earned by the bid being evaluated} = \frac{\text{number of the bid being evaluated}}{\text{highest number}} \quad X \quad \text{100 points X 30\%}$$

   c) **quality of the bid evaluated on the basis of documents submitted (as stipulated in sub-item 4, Chapter V, item 1). – 25%. Based on the documents received, the tender commission will assign a score on a scale 1,2,3,4,5,6**

$$\text{number of points earned by the bid being evaluated} = \frac{\text{score earned by the bid being evaluated}}{\text{score earned by the most suitable bid}} \quad X \quad \text{100 points X 25\%}$$

The bids will be evaluated in accordance with the following model, the tender commission will be divided into 2 independent evaluation teams, the scores awarded by them will be averaged mathematically.

Sub-chapter (**Appendix No. 1**)	Criterion with sub-criteria	Results of team 1 (1,2,3,4,5,6)	Results of team 2 (1,2,3,4,5,6)	Averaged results
C1	Experience in developing databases - experience possessed by the Contractor			
C2	Competencies and strengths of the Contractor - quality of the competencies - documentation (appropriate certificates) - relation of competencies to tasks - human resources			
C3	Team attributes: - division of duties - scope of duties of people on the team and relation to the implementation of the bid			
C4	Risk of delays: - how realistic is the implementation of the task in relation to staff's involvement - how realistic is the time given to respond to JTS			
C5	Adequacy of communication tools: - are the means of communication and objectives well designed? - is the frequency of communication well planned?			
Total				

d) **share of persons communicating in English in the number of people assigned to the contract – 10%**

$$\text{number of points earned by the bid being evaluated} = \frac{\text{share of the bid being evaluated}}{\text{highest share}} \times 100 \text{ points} \times 10\%$$

e) **number of programmers implementing the bid – 10 %**

$$\text{number of points earned by the bid being evaluated} = \frac{\text{number of the bid being evaluated}}{\text{highest number}} \times 100 \text{ points} \times 10\%$$

CHAPTER XIV.
Selection of the most suitable bid

1. The most suitable bid from among the bids placed and not rejectable will be the bid with the highest number of points.
2. When evaluating the bids the Contracting party may demand that the Contractors provide written clarifications regarding the tenor of their bids.
3. When evaluating the bids the Contracting party will correct evident spelling and computation errors, taking into account the computational consequences of the corrections and other errors involving inconsistency of the bids with the SETC, not resulting in significant changes in the bid's tenor, and will immediately inform the Contractor whose bid has been corrected about this fact. If, within 3 days of receiving the notification, the Contractor does not give consent for the error involving inconsistency with the SETC, not resulting in significant changes in the tenor of the bid, to be corrected, the Contracting party will reject that Contractor's bid.
4. Should the Contracting party not be able to select the most suitable bid due to the fact that bids with the same score are placed, the Contracting party will summon the Contractors who placed these bids to submit additional bids by a deadline specified by the Contracting party. Additional bids must fulfil all formal requirements laid out in Chapter II of the SETC. The Contractors submitting the additional bids cannot offer prices that are higher than the prices offered in the original bids.
5. The Contracting party will notify, in writing, the Contractors who placed the bids and will place this information in a publicly accessible place at his registered office.

CHAPTER XV.
Performance bond

The Contracting party does not require that the Contractors pay a performance bond.

CHAPTER XVI.
Conclusion of the contract

1. The Contracting party will conclude a contract with the Contractor whose bid is considered to be most suitable within a period not shorter than 5 days of the day on which the announcement of the winning bid is communicated.
2. If the Contractor whose bid has been selected avoids concluding the contract, the Contracting party will select the most suitable bid from among the remaining bids, without re-evaluating them, unless prerequisites specified in Article 93 par. 1 of the Act exist.

CHAPTER XVII.
Deadline by which the Contracting party must fulfil its financial obligations

The remuneration shall be paid within 21 days of the day on which the Contracting party receives a correctly issued VAT invoice to the bank account indicated by the Contractor, after the Contracting party accepts the transfer and receipt protocol. It is possible to effect payment in tranches proportionally to the progress of work, after the transfer and receipt protocols concerning partial completion of work are approved. The first tranche will be paid after approving the transfer and receipt protocol for the draft database ready to be tested by the Joint Technical Secretariat of the South Baltic Cross-border Cooperation Programme and will amount to 50% of the total price. The second tranche (50%) will be paid after work is finished.

CHAPTER XVIII.
Information about the means of legal protection

Contractors, organizations in which the Contractors are associated as well as other parties, if their legal interest in obtaining the contract was prejudiced or may be prejudiced in result of violation of the Act by the Contracting party, are entitled to means of legal protection specified in Section VI of the Act.

The following appendices constitute an integral part of the SETC:
1) the bid form – **appendix No. 1**;
2) declaration form ensuing from Article 22 par. 1 of the Act – **appendix No. 2**;
3) other information significant to the Contracting party – **appendix No. 3;**
4) detailed description of the subject matter of the contract – **appendix No. 4;**
5) declaration of commitment not to disclose information received – **appendix No. 5.**

B I D

(Contractor's seal)

I, the undersigned/We, the undersigned

....,

acting for and on behalf of

....

Fax No. ....; Phone No. ....

in response to the announcement concerning the procedure conducted by the Centre of European Projects as part of an unlimited tender *for the **preparation in English (including implementation and appropriate adjustment) of a database system supporting the operations of the Joint Technical Secretariat of the South Baltic Cross-border Cooperation Programme. It is possible, within the framework of the contract, to functionally and technically modify the existing database system based on the relational database such as Microsoft® SQL Server™ 2008.***

I/we hereby place the following bid:

Chapter A:

Work covered in Chapter XII, item:	Net Price	VAT	Gross Price
	PLN / EUR*	PLN / EUR*	PLN / EUR*
a			
b			

Chapter A1:

Work covered in Chapter XII, item:	Net Price	VAT	Gross Price
	PLN / EUR*	PLN / EUR*	PLN / EUR*
c			

Chapter B:

number of databases accomplished (or databases maintained and preserved) supporting the work of the European Territorial Cooperation programmes	

Chapter C;

Sub-chapter C1

Description of databases accomplished					
No.	Database name	Short description	Implementation time	Contracting party	Scope of work (for instance, design, modification)
1					
2					

Sub-chapter C2

Competencies and strengths of the Contractor			
Required competencies	Description of available competencies	Contractor's certificates concerning competencies	Number of people who can work on implementing the database
Project manager			
System analyst			
Quality manager			
Security management			
Solution architect			
Programmers			

Sub-chapter C3

Team specification			
First and last name	Role	Scope of duties in implementing the database	Work experience
	Project manager		
	System analyst		
	Quality manager		
	Security management		
	Solution architect		
	Programmers		

Sub-chapter C4

Calendar					
Task / step	Turnaround time	Date by which task No. 1 was delivered	Expected number of days for JTS's response	Expected number of days for implementation	Date on which task No. 1 was implemented

Sub-chapter C5

Communication with JTS		
Means	Objective	Frequency

Chapter D:

Number of people able to communicate in English who are participating in the preparation of the database	

Chapter E:

Number of programmers participating in the preparation of the database	

Gross price (say (Polish or English) :……………………………………… zł / €*
*delete as appropriate

1. I/we undertake to carry out the said contract in accordance with the requirements laid out in the "Specification of Essential Terms of Contract No. CPEzp-II-5/10".

2. I/we declare that my/our bid price includes all the costs associated with the execution of the contract.

3. I/we declare that I/we will execute the contract on my/our own or in cooperation with sub-contractors who will perform the following portions of the contract:
    ……………………………………………………………………………………………….

4. I/we declare that I/we have familiarized myself/ourselves with the "Specification of Essential Terms of Contract No. CPEzp-II-5/10", provided by the Contracting party and that I/we do not have any objections to it.

5. Should my/our bid be selected, I/we undertake to sign the contract at the location and on time specified by the Contracting party.

6. I/we consider myself/ourselves to be bound by this bid for 30 days of the expiry of the deadline for placing the bids.

7. Under penal sanction I/we declare that the documents attached to the bid describe the legal and actual status as at the day of expiry of the deadline for placing the bids (Article 297 of the Penal code).

8. Appendices to this form constituting an integral part of the bid are:

    1) ....

    2) ....

    3) ....

    ....

..............................., ...2010 .   ...
                                                            (signature(s) of authorized person(s))

DECLARATION

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┌──────────────────────┐
│                      │
│                      │
│                      │
│   (Contractor's seal)│
└──────────────────────┘
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Acceding the procedure as part of an unlimited tender for the ***preparation in English (including implementation and appropriate adjustment) of a database system supporting the operations of the Joint Technical Secretariat of the South Baltic Cross-border Cooperation Programme. It is possible, within the framework of the contract, to functionally and technically modify the existing database system based on the relational database such as Microsoft® SQL Server™ 2008.***

__I/we declare that in accordance with the requirements of Article 22 par. 1 of the Act of 29 January 2004__

__Public Procurement Law (Journal of Laws of 2007, No. 223, item 1655, as amended):__

1) I/we have the authorizations to perform the specified activity or action, if acts impose an obligation to possess such authorizations;

2) I/we have the necessary knowledge and experience and have the technical potential and staff able to execute the contract*

   or

   I/we hereby attach a written commitment of other entities to provide the technical potential and staff capable of executing the contract*;

3) my/our economic and financial condition allows me/us to execute the contract;

4) I am/we are not subject to exclusion from the procedure concerning the award of a public contract on the basis of Article 24 of the Act of 29 January 2004 - the Public Procurement Law (Journal of Laws of 2007, No. 223, item 1655, as amended)

..................................., date 2010   ....
                                                                          (signature(s) of authorized person(s))

CPEzp-II-5/10	**APPENDIX NO. 3**
OTHER INFORMATION SIGNIFICANT TO THE CONTRACTING PARTY	

To maintain the database the bidder must assure that the database will work properly and effectively until 31 December 2015.

The Contracting party plans to allot 10 hours a month for the maintenance of the database. According to the Contracting party this number of hours is sufficient to adjust the database and to add new sections or modules. This number of hours is not obligatory though. If the number of hours is not fully consumed for this purpose during a one month period, the buyer reserves the right to consume these hours in subsequent months.

Preferred qualifications of the team of programmers (the bidder may hire one or several employees who jointly guarantee the following competencies for a single position):

Experts comprising the team of experts offered by the bidder who will manage the implementation of the contract will have to possess the following competencies and qualifications:

- for the project manager – experience in managing IT projects; higher education degree in computer studies; experience in managing a project involving the development, modification or maintenance of at least one database of similar kind. A project involving the development, modification or maintenance of a database will be considered to be similar if, at the moment the bid is being placed, the financial value of the project is equal to at least 80% of the value of the bid being placed;
- for the system analyst – higher education degree in computer studies, experience in system analyses, system analysis of at least one project involving development of a database and / or project involving modification; experience in process automation backed by a CV or references;
- for the quality manager – experience in implementing quality management systems;
- for the IT systems security expert - higher education degree in computer studies or engineering, experience in computer systems security;
- for the solution architect - higher education degree in computer studies or engineering, at least three years of work experience, experience in the role of a leading expert in projects implemented in the public sector; experience in working on at least one project associated with the electronic documentation administration system (on a project associated with electronic documentation repository);
- for the team programmers – all programmers must have experience in using technologies required to execute the contract.

Materials that will be received by the Contractor:
0. Declaration of commitment not to disclose information received (necessary to be signed when requesting materials) constituting appendix No. 5 to the SETC
1. Current database manual for the Baltic Sea Region "DEEP" programme
2. Application form (pertains to the second and fourth call for applications)
3. Project Progress Report

4. Partner Progress Report
5. Shared Costs Templates (2)
6. Clarification Document to the Application Form.
7. Clarification Document to the Project Progress Report
8. Check list for the project contracting process
9. Check list for the project reporting process
10. Formal assessment sheet
11. Consolidated assessment sheet
12. Templates of e-mails and letters for all previously mentioned processes
13. On-line access to the test database system on the server

Method of providing materials to the Contractor:

The materials referred to in items 1-12 will be made available to the Contractor by providing a profile and password to the Member Area of the website of the South Baltic Programme (www.southbaltic.eu). Files containing the aforementioned materials will be available in the Member Area. To view information available in the materials a "zip" file extraction software and Microsoft Office package is required (Word, Excel - preferably version 2007), as well as Adobe Acrobat Reader. All of the above documents will be available in English, which is the official language of the South Baltic Cross-border Cooperation Programme.

To obtain access to the Programme's Member Area the bidder will have to sign and send (scan by e-mail or fax) a declaration of commitment not to disclose information received. The bidder will obtain access to the Programme's Member Area within one hour of sending the scan by e-mail or by fax between the hours from 9^{00}a.m. to 3^{00}p.m. to the following addresses: southbaltic@southbaltic.eu and igor.kaniecki@southbaltic.eu or to the fax number +4858 761 0030.

If the bidder sends the documents outside of the aforementioned hours, the password will be provided to him during the office hours of the Joint Technical Secretariat (JTS) of the South Baltic Cross-border Cooperation Programme on the business day following the day on which the bidder provides the declaration of commitment not to disclose data.

The materials referred to in items 1-12 constitute samples of the documents associated with the work processes at JTS. The aim of the database being contracted is to automate the processes in which the aforementioned documents are used. Appendix No. 4 to the SETC describes in detail the scope of work and also refers to the aforementioned documents. Hence, it is believed that the documents constitute a relevant element of evaluation of the scope of work and pricing of the service by the bidders.

The moment the procedure is commenced, the Contracting party will provide access to the test database system located on a remote server (item 13 on the list). The bidders, after signing and submitting the declaration mentioned in point 0, will be able to see a working database with sample project data in it.

The winning bidder will receive the source code for the database the moment he signs the contract with the Contracting party within a maximum of 2 business days.

> **DETAILED DESCRIPTION OF THE SUBJECT MATTER OF THE CONTRACT**

GUIDELINES
FOR THE PROJECT DATABASE OF THE
JOINT TECHNICAL SECRATARIAT OF THE
SOUTH BALTIC CROSS-BORDER CO-OPERATION PROGRAMME

1. The aims and functions of the database

The aim of implementing the database is to manage information and data of projects. It is to be done by automating processes that are repeating in the daily work of the JTS (e.g. provision of access to project-related information and provision of comparative statistics). The key processes to be automated are:

1) Registering applications for ERDF co-financing, assessing them and preparing information for the Steering Committee, and information for the Lead Beneficiaries;
2) Contracting the approved projects;
3) Facilitating the reporting of costs by contracted projects, checking the progress reports and forwarding the reports to Managing Authority.

2. Functional specification / scope of the adjustments and services

The programme wants to build its database by adjusting the functional specificities of the existing system. Therefore, the specifications described in this document are based on the currently functioning Baltic Sea Region Programme's "DEEP" database. For detailed information on the functions and structures of the "DEEP" database system, please see "DEEP" Manual. If there is no other indication in this document, the original functions of the current BSR "DEEP" database should be kept.

In the specification of functions and processes to be implemented by the database there are two dimensional priority criterions (relevance / scheduled implementation). In the description of each feature, the relevance and implementation is provided in square brackets.

Relevance:
++ Absolute necessary
+ Very desirable
O Nice to have

Implementation:
1 To be implemented in the first version
2 To be implemented in a future version

Considering, that the programme language is English, the working language during the readjustment and maintenance of BSR "DEEP" database for South Baltic Programme is also English (incl. any related technical documentation).

This functional specification is non-exhaustive. Some processes within the JTS are still under development or can be improved in future.

2.1. <u>General remarks and requirements</u>

2.1.1. *Eliminating ENPI component*

[++, 1] In South Baltic Programme currently there is no ENPI funding or Norwegian Funding. Therefore information about such funds should be hidden in all sections of the database.

2.1.2. *Solving the problem of evolving application forms*

[++, 1] Application Forms from 1st and 2nd call were different than the current application form. The current application form will be the basis for 'Projects' section of the database. It is treated now as the final shape of the application form. It should be possible to store the 1st and 2nd call AF in the database (as pdf or Excel documents under the corresponding project).Then, to obtain data for database processes the data from respective fields of 1st and 2nd AF will be manually copied to the current AF, and the current AF will be uploaded to the database.

2.1.3. *Project number and Index number*

[O, 1] The value 'Project number' is not necessary in the displaying of the data, hence it can be removed.

[++, 1] The term 'Index No.' should be replaced with 'Application No.'. The Application Number should be applied to the possible extent automatically, in accordance with the Rules of Procedures for Joint Technical Secretariat. The Application Number should be applied only once - upon uploading the original Application Form. There should be possibility to enter or change the Application Number manually by authorised database user (because the projects from 1st and 2nd call already have the application numbers given). An example of application number is: WTPB.01.01.00-92-007/09, where:

- WTPB – applied automatically, never changes.

- 01.01.00 - applied automatically, the first 2 digits are the number of priority axis, the second 2 digits are the number of measure, the third 2 digits are always 00.

- 92 – applied automatically based on the identification of regional code of voivodeship (in case of Polish Lead Beneficiary) /NUTS3 (in case of Lead Beneficiary other than Polish).

- 007- applied automatically (the orderly number of the submitted=uploaded application form in this particular measure).

- 09 – applied automatically (the year of submission of the Application Form – could be taken from the date of submission of the AF, which is indicated in 'project summary sheet').

2.1.4. *Full text search*
- **[O,2]** a full text search of the application form should be added, results should indicate not only the project, but also the document and the field (e.g. INTERFACE, PR1, Layer 1, P, CP 1, Planned results of Component).

2.1.5. *Search criteria of projects*
- **[O, 1]** the search by partner should be possible (instead of search only by Lead Partner). This feature would allow displaying all the projects in which the institution is listed as a partner in the Application Form.

- **[++, 1]** Instead of the search criteria boxes: Partner number or Index number, the box Application Number should be introduced. Perhaps for the purpose of the search, only the values describing Priority and measure and the orderly number of application within measure should be adopted (e.g. 01.01.007). This is to be decided at later stage.

2.1.6. Tick boxes
[++, 1] The tick boxes should work as now in the BSR "DEEP" database, i.e.:
- Wherever and whenever a tick box is ticked, save/show user name and date.
- Wherever and whenever a date is filled in, save/show the user name.

2.1.7. Uploaded Documents
[++, 1] For every project following documents should be enabled for uploading (mostly Excel and Pdf format).

o Co-Financing statements (all scans in one file)
o LB Signature page of application form,
o Clarification Document,
o Subsidy Contract,
o Partnership Agreements
o Additional attachments to the Application form (max 5 scanned pages) and other documents in 'Additional documents' part under Projects/Application part of the database.
o Other – to be further specified during the implementation of contract (e.g. scans of signed letters to LB that are generated automatically in contracting process and other processes).

2.1.8. Co-operation with web-browser
[++, 1] The Bidder should ensure that the database web-interface is displayed properly in at least one web-browser, preferably Internet Explorer v.8.

2.1.9. Top-right information bar
[O, 1] When viewing a specific project, the top-right information bar should provide information about the acronym and the status of the project (i.e. applied, approved and contracted). Information about the Project number should be deleted.

2.1.10. Layers
[++, 1] The layers should be designed as in the BSR "DEEP" Database. The layers should enable the reader to distinguish between different stages of project preparation and/or implementation.

<layer no.>, <layername>, <date>, e.g. "<1> original AF   01/01/08"

At any time, when viewing the application data, it should be possible to change the layer (as it is now in the BSR "DEEP" database).

2.1.11. E-mails
Whenever in the text it is said that an e-mail is automatically generated, it means that the data stored in the database, is imported into the fields in the e-mail template, and creates the e-mail text.
[++, 1] E-mails generated by database should be stored in the database in appropriate sections as e-mail history. Some of the sections where e-mails should be stored are already indicated in

further description (e.g. 2.2.3.1.1 or 2.2.3.2). In case if at later stage it is necessary, other sections or folders might be indicated at the stage of implementing the contract with successful bidder.

[++, 1] E-mails in which deadlines are given, should automatically send notifications to the e-mail's author (and/or the addressees), about the forthcoming deadline. The details of when and how often they should be sent will be specified during implementation of the contract with successful bidder.

[++, 1] Automatic attachment of certain pre-defined files to the e-mail template should be enabled. Except for that, manual attachment of files and detachment of automatically attached files should be possible.

2.1.12. *Data export / download function*

[++, 1] A download/export function should be added for all relevant documents (e.g. application form, subsidy contract, uploaded reports, etc.). Generally, if some document is uploaded to the database, it should also be possible to export data, or download this document from database.

2.1.13. *Terminology*

[++, 1] In some cases the terminology used in database will have to be adjusted to the South Baltic Programme terminology. It shall be done by the programmers, during implementation of the contract. Some of such cases were already indicated in the functional specification (e.g. 2.2.1 or 2.2.3.4.3), however the list is non exhaustive.

2.2. Adjustments of the respective database sections

2.2.1. *Module "Administration"*

[++, 1] The word 'Admissibility' should be replaced by 'formal assessment' in sections 'Admissibility Criteria' and 'Admissibility Criteria Groups'

2.2.2. *Module "Project Ideas"*

[+, 1] The uploading of information from Project idea file to the database should be enabled. Editing the idea in the database should be enabled.

[O, 2] The project ideas database should be linked with the database of project ideas on the South Baltic programme website (www.southbaltic.eu). Any change that has effect on the project ideas presented on the website should be reflected in the SB database and vice versa. The project idea owners should have access and the ability to modify their project idea via the website or database interface.

2.2.3. *Module "Projects"*

[++, 1] The module about projects should be amended according to the South Baltic Programme's project Application Form (see below for further details in chapters 2.2.3.1.3 – 2.2.3.1.7).

2.2.3.1. *Section "Application"*

[++, 1] The project Application Form should be imported into the database from Excel file (the Excel file of the Application Form is attached to this document).

[+, 2] In case of projects with the status 'approved', some of the project data should be exported automatically to the South Baltic Programme website. For reference, please see the database of BSR projects at the website www.eu.baltic.net, section Projects > Project database. The same type of data should be exported; adjustment to South Baltic Programme specifics will be required.

2.2.3.5.1. *"Test Application Form"*

[++, 1] The facility of performing the test of internal coherence of Application Form should be enabled. The database should be able to check the Application Form, incl.:

- Test 1: Eligible budget of all partners must be equal to total eligible budget of the project
- Test 2: Total eligible budget must be equal to the sum of eligible spending in the project (section Timetable)
- Test 3: Total of preparation costs cannot exceed neither 5% of the total eligible budget nor 60 000 EUR
- Test 4: Total of budget line 5 has to be equal to sum of totals of Tables 4 and 5 (contracts)
- Test 5: Total of budget line 4 has to be equal to sum of totals of Tables 6 and 7 (investments + equipment)
- Test 6: Partner's unpaid voluntary work doesn't exceed 10% of total eligible partner budget AND the sum of unpaid voluntary work of all partners does not exceed 5% of total eligible budget of the project
- Test 7: all necessary partner fields are filled (except for mobile phone field)
- Test 8: Ineligible budget of all partners and associated organisations must be equal to the ineligible budget of the project
- Test 9: Sum of eligible budgets of partners for each component must be equal to the sum of eligible expenditures in budget lines per component

[++, 1] There should be a possibility to automatically generate a registration e-mail when application number is filled in for the uploaded application form. The e-mail should include the aforementioned Application Number, and relevant data should be imported from the AF to the e-mail, such as e.g. e-mail addresses of the contact persons in the AF, name of the project, names of the contact persons, name and address of the Lead Beneficiary, etc. The e-mail sent should be stored in the database.

2.2.3.5.2. *"Version management"*

[++, 1] The version management should be organised in the same way as in the BSR Programme "DEEP" database, especially:

- If "Original AF" is ticked, this tick is removed from older layers automatically (=only one layer can have this label at a time). For updates after the decision of the Monitoring Committee, this tick box should no longer be available.

- If "Originally contracted AF" is ticked, this tick is removed from older layers automatically (=only one layer can have this label at a time). For updates after the signature of the subsidy contract, this tick box should no longer be available.

The following folders of the section "Application" of the database should be divided into sub-sections in accordance with the Application Form:

2.2.3.5.3. *Folder "Project Main data"*

'Project Main data':
This sub-section should import the data from the AF, sheet 'Project Summary', fields:

- **[++, 1]** 1.1. - 1.5.;
- **[+, 1]** 1.6.;
- **[++, 1]** 1.9. (only project duration);
- **[++, 1]** 1.10. (Amount of ERDF co-financing applied for , Amount of ERDF partners' contribution, Total eligible, total ineligible, total budget);
- **[++, 1]** 1.12.; 1.13.

- **[+, 1]** after the end of clarification and contracting process the project starting and ending date should appear and be imported from the Clarification Document as real dates (dd.mm.yyyy). Project duration should be imported from Clarification Document in months.

2.2.3.5.4. Folder "Partnership"
'Partnership Main':
[++, 1] The two fields existing in the BSR "DEEP" database should be deleted. The section should be adjusted and the data should be imported from 'Project summary' sheet of the AF, field 1.14.

'Partners':
[++, 1] The data should be imported from the 'Partnership' sheet of the AF (if any differences between BSR "DEEP" database and South Baltic AF, the form should be adjusted to the 'Partnership' sheet of the South Baltic Programme AF).

[++, 1] Information about ineligible budget of partner should be added.

[++, 1] Information about revenues should be added to each partner, from Table 10. 'Revenue generated by project activities' in the sheet 'Budget' of the AF (financial information and the field about the source of revenue).

'Associated Organisations':
[++, 1] A sub-section 'Associated Organisations' should be added. It should import all the information about AOs from the sheet 'Partnership' of the AF.

2.2.3.5.5. Folder "Strategy"
'Strategy Main data':
[++, 1] Adjust the sub-section and import data from the 'Project summary' sheet in the AF, fields 2.1. - 2.3. and 2.5.

'Potential':
[++, 1] Adjust the sub-section and import the data from the 'Project summary' sheet in AF, fields: 2.7. – 2.9. and 3.2. – 3.4. and 3.1. and 2.4.

'Results and outputs':
[++, 1] Rename the sub-section to 'Results' and adjust to the sheet 'Result indicators' of the AF. The data should be imported from the sheet 'Result indicators' of the AF.

'Workpackages':
[++, 1] Rename the sub-section to 'Components' and adjust to the sheet 'Components' of the AF. The data should be imported from the sheet 'Components' of the AF.
[+, 1] The duration of particular activities and their breakdown into dates of starting and ending periods (e.g. I/2010; II/2010) should be imported from the Application Form, sheet 'Timetable'. The duration of periods is 6 months. The details of importing will be discussed at later stage, during implementation of the contract with successful bidder.

'Other information':
[++, 1] This should be an additional sub-section comprising information from:
- the 'Project summary' sheet of the AF, fields: 3.5. and 4;

- the 'Budget' sheet of the AF, 'Table 8. Travelling outside EU' & 'Table 9. Travels of persons not employed by partner organizations to be financed by eligible budget'
- **[O, 1]** the 'Timetable' sheet of the AF – attribution of activities into project 6-month periods.

2.2.3.5.6. Folder "Expenditure"

'Budget':
[++, 1] This sub-section should be adjusted to the sheets 'Budget' and 'Timetable' in the AF. The data from following tables should be imported:
- 'Table 2. Eligible budget by partner and component' – sheet 'Budget'
- 'Table 3. Eligible budget by budget line and component' – sheet 'Budget'
- 'Total eligible spending [EUR]' (6-month periods) – sheet 'Timetable'

'Contracts':
[++, 1] This sub-section should be adjusted to import the data from 'Table 4. Single contracts of 20.000 EUR and more concluded by partners' and 'Table 5. Groups of aggregated single contracts below 20.000 EUR concluded by partners' in sheet 'Budget' in the AF.

'Equipment and Inv.':
[++, 1] This sub-section should be adjusted to import the data from 'Table 6. Equipment of partners' and 'Table 7. Investment of partners' in sheet 'Budget' in the AF.

2.2.3.5.7. "Additional documents"

[++, 1] The uploading and downloading of scans or electronic versions of additional documents should be possible.

2.2.3.2. Section "Formal assessment"

[++, 1] The word 'Admissibility' should be replaced by 'Formal assessment'.

[++, 1] The formal criteria of assessment should be editable in the database (in section Administration), and could be different for each call (as in the BSR "DEEP" Database).

[+, 1] In case of selecting the 'Follow up' option in formal assessment, additional tick box should appear, stating whether the formal shortcoming to be followed is of 'minor nature' or 'major nature'. In case any shortcoming of 'major nature' appear, there should be a possibility to automatically generate an e-mail to the LB, informing about the formal shortcomings and requesting the LB to provide additional information, clarify the unclear information, or to amend the Application Form or other documents in order to meet the formal requirements.
The e-mail sent should be stored in the database. Along with the e-mail, a letter of similar content should be generated, with possibility to print out. Scan of letter should be stored, as well as the answer of the LB by e-mail and letter should be stored in the database.

2.2.3.3. Section "Quality assessment"

[++, 1] The word 'Assessment' should be replaced by 'Quality assessment'.

[++, 1] Only the possibility to upload documents (assessment sheets filled in by assessors) should be enabled. Such assessment documents should be attributed to a project.

2.2.3.4. Section "Decision/Contracting"

2.2.3.5.1. "SC Decision"
[++, 1] The term 'MC decision' should be replaced with 'SC decision'; the requirements set by MC should be changed into set by SC.

[++, 1] In case of project withdrawal, the possibility to upload and store a scan of LB letter should be enabled (as now working in BSR "DEEP" database).

[++, 1] The date of the SC decision should be set automatically per call (as now working in BSR "DEEP" database), but a possibility to set the date manually should also be given (for the purpose of written procedures).

[++, 1] The possibility to automatically generate approval letter (to be printed out) connected to the approval e-mail in section 'E-mails' should be enabled. The template text of approval letter and approval e-mail should be differentiated between the projects approved with and without conditions.

[++, 1] The possibility to automatically generate rejection e-mail and letter should be enabled. In case of rejection, the reasons for rejection should be imported into the generated e-mail and letter from consolidated assessment sheet (or other appropriate document or place in the database – to be decided during implementation of the contract).

[++, 1] Automatic generation of the Clarification Document (only in case the clarifications are needed) in the same form as it works in BSR "DEEP" database should be enabled. The Clarification Document should also be attached to the approval e-mail in section e-mails (in case clarifications are needed).

2.2.3.5.2. "E-mails"
[++, 1] This folder should have the same functions as BSR "DEEP" database.

2.2.3.5.3. "Subsidy Contract"
[++, 1] The word Grant Contract should be replaced with Subsidy Contract.

[++, 1] Upon final approval of the ClD, generating the 'letter to LB' should be possible (to be printed out) and generating the e-mail to Lead Beneficiary with the necessary attachments, e.g.:
- a 'cover letter' with detailed information about the required documents,
- the final Application Form as pdf - to print out and sign
- the final Clarification Document as pdf - to print out and sign
- bank details file (Excel) - to fill in and send back in electronic and printed form

[++, 1] Automatically generating the subsidy contract out of information stored in the latest uploaded version of the Application Form, Clarification Document and other documents, or database entries should be possible (this function is present in BSR DEEP database). E.g. the dates of project start and finish should be imported from Clarification Document; the eligibility guidelines documents should be displayed conditionally (depending on the countries participating in the project, imported from the AF); the bank data should be imported from the bank data document sent by LB, etc. Choosing all the appropriate attachments to the contract (which affect contract text) should be possible.

[++, 1] Automating, to maximum possible extent, the process of checking the data in the contract and generating a print-out of contract checklist should be possible (sample checklist is attached– the checklist will be shortened due to automation of the generation of subsidy contract). The

generated checklist should be possible to print out. The scan of printed out checklist should be enabled to be stored in the database.

[++, 1] Printing out the subsidy contract and all the appropriate attachments with one click should be possible. Generating the 'cover letter for signature' to the MA should be possible. After receiving the signed contract from MA, the 'final letter to LB' should be possible to be automatically generated from a template, and be printed out.

[++, 1] This section should also allow storing of documents from LB and send to LB about the proposed changes in the subsidy contract. It should be possible to allow storing the annexes to the valid subsidy contract and allow storing different versions of subsidy contracts (this could be done as layers – similarly as with the application form). All stored documents (such as annexes) should be easily associated to a layer/version of subsidy contract. In case of contract premature termination, the scans of official correspondence should also be stored in this place.

[+, 1] It should also be somehow possible (perhaps a new section under Decision/Contracting) to monitor the stages of the contracting process, i.e. to record the dates of the actions listed below:
- Clarifications started (sending of approval letter with clarification document)
- Clarifications finished / approved (receiving final ClD from the LB and acceptance e-mail from the SC chairman)
- Letter to LB - final documents send to LB (the date when the letter was printed out)
- Deadline for LBs for sending documents defined by JTS
- Documents from LB received
- Subsidy Contract with attachments sent to MA
- Subsidy Contract signed by MA
- Subsidy Contract received by JTS / sent to LB
- Subsidy Contract signed by LB / Contract validation date
- Subsidy Contract received by JTS from LB / sent to MA

Each action should have possibility to add comments (e.g. if the e-mail returned with auto responder, or the LB asks for prolongation of deadline)

2.2.3.5. Section "Reporting"
This section of the "Projects" module is not based on the BSR "DEEP" database, as it is not ready yet in BSR "DEEP" database. The specification of functions related to processes present in the South Baltic Programme will be given here. The opportunity to use and build upon this part of BSR "DEEP" database may be possible after final choice of Bidder.
The final division of this section into parts/folders (if any) will be decided at later stage, during implementation of the contract.

[++, 1] In the Reporting part, the database should function similarly to the "Application" section. The "testing" and "version management" part should be enabled. In the "version management" part, please note that there are 2 dimensions to be followed (number of Progress Report and version of Progress Report).

2.2.3.5.1. Folder "Progress Report"
[++, 1] The folder "Progress Report" should be divided into sub-sections with accordance to the Project Progress report Excel file (in the same way as the Application Form in section Application). Uploading and storage of the scanned files should be possible (e.g. signature pages, confirmations from the partners' First Level Controllers, etc.). Comment fields for the JTS users should be enabled in the uploaded Progress report and for the uploaded files.

[++, 1] Reporting periods should be prepared for 6-month periods.

[++, 1] Pre-filling the reporting forms (4 Excel files) on the basis of information from the AF and other documents (e.g. ClD) should be possible (e.g. exporting the data from database to Excel file of the Project Progress Report, Partner Progress Report, and shared costs templates – all files attached). Especially important is to find the solution of exporting the information about duration of activities listed in the sheet 'Components', for which the duration is indicated in the sheet 'Timetable' of the AF.

[++, 1] Generating an automated e-mail to the Lead Beneficiary should be possible. The e-mail should have the Project Progress Report, Partner Progress Report, and shared costs templates attached.

[++, 1] After receiving the reporting forms completed by the LB the following should be possible:
- Internal coherence tests of the report (tests similar to the ones described for AF)
- Checklist similar to the checklist of formal assessment should be enabled
- Preparing a Report Clarification Document should be enabled (similar to the ClD prepared according to remarks of the Application Form). Automatic generation of the e-mail to the LB with attachment of RClD should be possible.
- Adding further clarifications should be possible (in case the RClD received from the LB does not fulfil clarifications)
- Follow up function (for next reporting period for clarifications) should be possible.

[++, 1] After the final version of report and RClD is accepted, the letter to MA should be automatically generated (on the basis of a template), along with the final checklist of the report.

[++, 1] It should be somehow possible to monitor the stages of the reporting process for a given project (e.g. date of sending of the pre-filled project report, following dates of the clarification process, date of sending to MA, date and amount of payment by MA to the LB).

2.2.4. Module "Statistics"

[++, 1] The statistics should provide the possibility to be adjusted to the Application Form and procedures (e.g. formal assessment criteria) of the South Baltic Region.

[+, 1] Additionally to the BSR Programme database the South Baltic Programme database should provide statistics on the Legal status of Project Partner and their budgets (Legal status, country, partner name, eligible budget).

[++, 1] In the 'List of Partners' statistics, except for the Contact person data, the name and surname and the position in the applicant institution of the persons legally authorised to sign co-financing statement (or the application form in case of the LB) should be imported from the sheet 'Partnership' of the Application Form.

3. Time frames and location where the contract will be implemented

The anticipated duration of effective implementation of the database is 90 days of the day on which the contract is signed. For the elements contained in points 2.2.3.1. (incl. 2.2.3.1.1. – 2.2.3.1.7.) and 2.2.3.5. (incl. 2.2.3.5.1.) of the appendix no. 4, the duration of implementation of functional and technical modifications is 60 days of the day on which the contract is signed. Effective implementation means that the database would have been tested and all adjustments would have been made by that time.

The database is supposed to be stored on a server provided by the buyer or on a server offered by the bidder, whichever solution is more effective in terms of costs and quality of services.

The bidder must guarantee an effective work process which makes it possible to meet the anticipated final deadline. Please provide a timetable of work which is supposed to be implemented to meet the anticipated final deadline.

You should also describe how you intend to guarantee effective communication (including visits to the Joint Technical Secretariat in Gdańsk) between JTS's staff assigned to implement the contract and the bidder's team of experts.

List of Abbreviations

AF   – Application Form
AO   – Associated Organisation
BSR   – Baltic Sea Region
ClD   – Clarification Document
ERDF – European Regional Development Fund
ENPI   – European Neighbourhood Partnership Instrument
ETC   – European Territorial Cooperation
FLC   – First Level Certificate or First Level Controller
JTS   – Joint Technical Secretariat of the South Baltic Programme
LB   – Lead Beneficiary
MA   – Managing Authority
RClD – Report Clarification Document

DECLARATION OF COMMITMENT NOT TO DISCLOSE INFORMATION RECEIVED
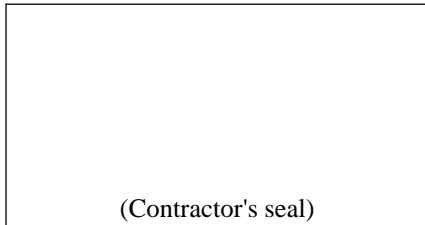
(Contractor's seal)

Acceding the procedure as part of an unlimited tender for the ***preparation in English (including implementation and appropriate adjustment) of a database system supporting the operations of the Joint Technical Secretariat of the South Baltic Cross-border Cooperation Programme. It is possible, within the framework of the contract, to functionally and technically modify the existing database system based on the relational database such as Microsoft® SQL Server™ 2008.***

I/we declare that:

all materials and information obtained under this procedure will not be disclosed to any third

party (not employed at the Contractor's institution) during the procedure as well as after it is

completed.

E-mail address(es) to which the login and the password should be sent:

a) _____

b) _____

Contact phone number: _____

................................., date 2010   ....

                                                           (signature(s) of authorized person(s))