

Disaster Preparedness and Prevention Initiative For South-Eastern Europe (DPPI SEE)

Branilaca Sarajeva 34, Sarajevo 71000, Bosnia and Herzegovina Tel/Fax: +387 33 218 558, <u>http://dppi.info/</u>

PUBLIC CALL

DPPI/ No. 4-1-4/25

PUBLIC CALL FOR BIDDERS

PROVISION OF EXTERNAL AUDIT SERVICES OF FINANCIAL BUSINESS INITIATIVES FOR PREPAREDNESS AND DISASTER PREVENTION (DPPI SEE) FOR 2025

Sarajevo, February 2025.

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GENERAL INFORMATION

1. Data on the contracting authority

Contracting authority: Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE) Address: Branilaca Sarajeva 34, Sarajevo, Bosnia and Herzegovina IDB/JIB: RCC Phone/fax: +387 33 218 558 Website: https://www.dppi.info/

2. Information about a contact person

Contact person: Irfan Agić Phone: +387 66 588 803 Email: <u>irfan.agic@dppi.info</u>

3. Number of procurement

Procurement number: 4-1-4/25

4. Legal basis

a) DPPI SEE legal framework referring to:

- Memorandum of Understanding on the Institutional Framework of the DPPI SEE.
- Rules of procedure and Financial Management Rules of DPPI SEE.

b) Public Procurement Law, Public Procurement Law ("Official Gazette of Bosnia and Herzegovina", no. 29/2014)

c) Regulation of the European Commission (718/2007, 80/2010) – Article 121: Rules for awarding contracts: "For the award of service, supply and work contracts, the procurement procedures shall follow the provisions of Chapter 3 of Part 2, Title IV of Regulation (EC, Euratom) No 1605/2002 and Chapter 3 of Part 2, Title III of Regulation (EC, Euratom) No 2342/2002, as well as Commission Decision C(2007) 2034 on the rules and procedures applicable to service, supply and work contracts financed by the general budget of the European Communities for the purposes of cooperation with third countries, with the exclusion of Section II.8.2."

5. Data in the public procurement procedure

Type of public procurement procedure: Procurement of services, technical assistance, Procedure with one bidder.

Public invitation to bidders. The documents referring to the request for the offer will be published on the DPPI SEE's website and should be delivered via e-mail to interested parties/potential bidders.

Type of contract on public procurement: Contract on the provision of external audit services.

The estimated amount is all inclusive and includes taxes, the costs of creating and submitting documents, travel costs, accommodation costs, per diems and all other costs.

The threshold value of the public procurement (with VAT): should not exceed eight thousand five hundred euros (10.000.00 EUR), equal to nineteen thousand five hundred fifty-eight Bosnia and Herzegovina's Convertible Marks (19,558.00 BAM), as the currency of the country where DPPI SEE is headquartered.

The estimated amount is all inclusive and includes taxes and all the costs of creating and submitting documents, travel costs, accommodation costs, per diem and all other costs of the bidder.

6. Participation in the call for procurement services

Participation in this procedure is open to business entities of DPPI SEE member countries, as well as other business entities of European Union member states.

DATA ON THE SUBJECT OF PROCUREMENT

7. Description, objectives, scope and value of the subject of procurement

The Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE) serves as a regional coordination hub, supporting ten national civil protection authorities. As part of its activities, DPPI SEE requires a reliable and efficient service provider for external audit services in terms of providing transparency and accountability of the work of the DPPI SEE Secretariat and member states.

The bidder is expected to review the internal Financial Management Rules of DPPI SEE and the financial documentation of the DPPI SEE's Secretariat for 2024 and determine the legality and correctness of all financial operations in 2024 by providing a detailed report. With the report the bidder will also draft recommendations for the improvement of financial management operations to DPPI SEE.

Total payments, including VAT, will be made based on the invoices delivered and cannot be higher than the estimated value of the purchase.

The threshold value of the public procurement (with VAT): should not exceed eight thousand five hundred euros (10,000.00 EUR), equal to equal to nineteen thousand five hundred fifty-eight Bosnia and Herzegovina's Convertible Marks (19,558.00 BAM), as the currency of the host country of the contracting authority.

8. Place of provision of services

The provision of the services can be performed from the headquarters of the selected bidder (Service Provider) with continuous communication with the Contracting Authority - the service learner, i.e. the seat of DPPI SEE Secretariat, Branilaca Sarajeva 34, 71000 Sarajevo.

9. Location and deadline for submission of offer(s)

All offers must be submitted to the contracting authority at the following address: **Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE)** Branilaca Sarajeva 34, 71000 Sarajevo, Bosnia and Herzegovina.

Offers must be sent by postal mail and received no later than **19 February 2025**.

Any offers received after the deadline will be returned unopened to the bidder. Bidders submitting offers via postal mail bear the risk of late delivery and are responsible for ensuring that their offers arrive by the specified deadline.

10. Term of performance of services

The contract resulting from this call for bids will define the deadline for the performance of services as no later than fifteen (15) days from the date of its signature by the last contracting party.

11. Lots and Subcontracting

Division into lots is not applicable to this public call.

Suppliers are not allowed to subcontract. The supplier to whom the contract is awarded bears full responsibility for the implementation of the contract.

12. Payment

Payment will be made in accordance with the Financial Management Rules of DPPI, with a maximum of 40% of the contracted amount paid in advance. The rest of the amount will be paid upon submitting the final audit report. Before sending the final report, the contractor will send a draft report to DPPI SEE Secretariat.

In advance payment for the service will be made within 15 days after signing the contract by both parties and final payment will be paid within 15 days after submitting the final report, both based on the correctly delivered original invoice.

QUALIFICATION REQUIREMENTS

13. Requirements for the meaning of personal capacity/ability and required evidence

In accordance with Article 45 of the Public Procurement Law of Bosnia and Herzegovina ("Official Gazette of Bosnia and Herzegovina", no. 29/2014), each bidder is required to demonstrate its personal capacity to participate in this public procurement process by providing the following:

a) Proof of compliance with obligations related to the payment of direct and indirect taxes, in accordance with applicable regulations in Bosnia and Herzegovina or the country where the bidder is registered.

To fulfill the requirement under point (a), the bidder must submit a completed and certified declaration (Annex 1), which is part of the tender documentation. The certification must be issued by a competent authority and must not be older than 15 days from the date of bid submission.

The bidder selected as the most favorable in this procurement procedure is required to submit the following supporting documents to verify the statements made in the declaration:

a) Certificates from the relevant tax authorities confirm that obligations related to direct and indirect taxes have been duly settled.

The submitted documents must be either originals or certified copies and must not be older than three months from the date of bid submission.

If the bidder has entered into a debt rescheduling agreement or deferred payment arrangement for direct or indirect taxes, they must submit a certificate from the relevant tax authority confirming that the rescheduled obligations are being settled in accordance with the agreed schedule.

A bidder who has entered into such an agreement but made only one payment immediately before submitting the bid will not be considered compliant and will be disqualified from this procurement process.

The evidence submitted by the selected bidder must confirm that the conditions required by the tender documentation were met at the time of bid submission and must not be older than three months from that moment.

The selected bidder must fully comply with all participation requirements at the time of bid submission. Otherwise, it will be considered that the bidder has provided a false declaration under Article 45 of the Law.

The selected bidder must submit the required evidence within 10 days of receiving the notification of the results of this procurement process.

The bidder must fulfill the conditions that there are no obstacles for his participation according to the following:

a. That he has not been convicted in criminal proceedings by a final judgment.

b. That he was not the subject of an investigation into criminal acts of organized crime, corruption, fraud or money laundering, in accordance with the applicable regulations of the European Union or the DPPI SEE member country in which it is registered.

c. That it is not under bankruptcy or subject to bankruptcy proceedings.

d. That he has fulfilled his obligations regarding the payment of pension and disability insurance and health insurance, in accordance with the applicable regulations of the European Union or the DPPI SEE member country in which it is registered.

e. That he has fulfilled his obligations regarding the payment of direct and indirect taxes, in accordance with the applicable regulations in the European Union or the DPPI SEE member country in which it is registered.

14. Ability to perform professional activities and required evidence

In accordance with Article 46 of the Law, the bidder must be registered in the relevant professional or other registers of the country where they are registered to perform the activities related to the public procurement subject. To prove compliance with the requirements of Article 46, the bidder is required to submit the following documents:

- 1. License for performing auditing activities or a certified copy of the registration decision from the court register, along with all attachments issued by the competent court authority. The document must show that the bidder is registered for the provision of audit services and must not be older than three (3) months.
- 2. A certified copy of the confirmation/statement issued by the competent administrative authority regarding VAT registration (VAT number), not older than three (3) months.

- 3. A certified copy of the confirmation/statement issued by the competent administrative authority regarding tax registration (Tax Identification Number TIN), not older than three (3) months.
- Proof of experience in conducting audits for international organizations in the last 10 years, as the bidder must have knowledge of legal regulations on intergovernmental organizations and financial reporting.

The bidder must have a willingness to cooperate with the project and maintain high ethical standards.

15. Economic and Financial Capacity

Regarding the conditions for participation in this public procurement process related to the economic and financial capacity of the bidder, in accordance with Article 47 of the Law, the bidder must demonstrate the ability to properly execute the contract. As proof of meeting this requirement, bidders must provide the following:

A copy of the profit and loss statement (income statement) for the 2023 fiscal year, showing that the bidder achieved a turnover of at least 10,000.00 BAM. This document does not need to be certified.

INFORMATION ABOUT THE OFFER

16. Language, Content and Method of the offer's preparation and submission

The offer together with the associated documentation <u>must</u> be prepared in English with the possibility of submitting an unofficial, working text of the document in one of the official languages of Host country of the DPPI SEE Secretariat (Bosnia and Herzegovina), in Latin or Cyrillic script.

When preparing the offer, the bidder must comply with the requirements and conditions of the call. The bidder may not change or supplement the text of the submitted documentation.

If the bidder fails to submit any Annex from 1 to 5, their bid will be rejected. If the bidder fails to submit Annex 6 or submits an incomplete form for confidential information, it will be assumed that there is no such information, and their bid will not be deemed unacceptable on this basis. If the bidder designates data as confidential that, in accordance with Article 11 of the Law, cannot be classified as confidential, the contracting authority will not consider it confidential, and the supplier's bid will not be rejected.

The request for participation, as well as the offer, should be submitted to the address:

Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE), Branilaca Sarajeva 34, 71000 Sarajevo, Bosnia and Herzegovina.

The bidder will submit 1 (one) original offer and 1 (one) copy on which it will clearly write: "ORIGINAL OFFER" and "COPY OF OFFER". The request for participation, the offer and its copy with a stamp or signature should be sealed in one opaque envelope with the bidder's name and address on the back of the envelope, on which the following words will be written, depending on the stage of the procedure: "Request for participation in the procurement procedure / Offer for external audit services - DO NOT OPEN".

In case of differences between the original and the copy of the offer, the original offer is authentic.

The offer is tightly bound so that subsequent removal or insertion of sheets is impossible. Parts of the offer, such as samples, catalogs, data storage media, etc., which cannot be bound, are marked by the offeror with a name and listed in the contents of the offer as part of the offer. The pages of the offer are marked with a number so that the serial number of the page is visible. The guarantee as part of the offer is not numbered. If it contains printed literature, brochures, and catalogs that have originally numbered numbers, then those parts of the offer are not additionally numbered.

The offer will not be rejected if the offer sheets are numbered in such a way that the continuity of the numbering is ensured and will be considered a minor deviation that does not change or depart significantly from the characteristics, conditions and other requirements established in the procurement notice and documentation. The offer, regardless of the delivery method, must be received by the Contracting Authority, at the address specified in the documentation, by the deadline specified in the procurement notice and documentation. Any bids received after that time are untimely and, as such, will be returned to the bidder unopened.

17. Delivery of supporting documents

The documents that are requested as evidence of the ability of the bidder according to this public call must be submitted in the original or a copy of the original certified by the competent authority. In case of serious doubt as to the authenticity or legibility of the copy, the Contracting Authority (DPPI SEE) may require the original documents to be submitted.

If the contracting authority has doubts about the existence of circumstances related to the bidder's personal capacity, it will contact the competent authorities with the aim of obtaining the necessary evidence in the procedure.

18. Submission of alternative offers

Suppliers are not permitted to submit alternative bids.

19. Pricing and Currency of the offer/bid

The bid price includes all items from the Bid Price Form, which must be completed as specified. The price is written in both numbers and letters and cannot be changed.

Bidders must submit the completed Bid Price Form (Annex 2). Failure to fill it out correctly will result in the rejection of the bid.

The bid price must be in convertible marks (BAM), as DPPI SEE is based in Bosnia and Herzegovina. 1 euro (EUR) equals 1.955830 BAM.

EVALUATION OF THE OFFERS

20. Place, date and time of opening the offer(s)

The offer(s) will be opened by the representatives of the Contracting Authority (DPPI SEE) in DPPI SEE Secretariat in Sarajevo, in accordance with internal procedures.

Public opening of bids is not envisaged.

21. Criteria for contract award

The criterion for awarding the contract is the lowest price. As the criterion is the lowest price, it should be clearly stated what the lowest price means. Here it is very important to indicate for services that the lowest price includes all dependent costs and taxes.

22. Request for Clarifications

The representatives of the contracting authority (DPPI SEE) may ask the bidder to clarify the documents that it has submitted in hard copy, without changing the essence of its request, within the time limit set by the contracting authority.

23. Notification of qualification results

The bidder will be informed immediately about the decisions regarding the results of the qualifications, and in any case within 7 (seven) days of the date of the decision.

24. Conclusion of the contract

The contracting authority concludes the contract with the bidder whose bid was selected as the most favorable within 7 days from the opening and verification of the received bids.

The contract will be drawn up in English.

OTHER RELEVANT INFORMATION

25. Cost of preparing the offer and delivering the bid documents

The cost of preparing the bid and submitting the bid is borne by the bidder.

26. Confidentiality of documentation of business entities

An offeror who submits an offer containing certain confidential data must, in addition to stating the confidential data, also state the legal basis on which the data is considered confidential. Data that cannot under any circumstances be considered confidential are:

a. total fees, taxes and other relevant values stated in the offer.

b. the subject of the service and the assessment that the offer is in accordance with the requirements from the technical specification.

c. evidence of the bidder's personal situation.

27. Modification, amendment and withdrawal of requests for participation / offer

Until the end of the deadline for receiving requests for participation and offers, the bidder can change or supplement his request and offer.

Note:

DPPI SEE can, before signing the contract, either abandon the procurement or cancel the award procedure, without bidders having the right to compensation.

Bidders are expected to carefully examine and follow all instructions and standard formats contained in these specifications and the invitation to bid. An offer that does not contain all the required data and documentation will be rejected.

Head of DPPI SEE Secretariat

Bidder's representative

Rade Rajkovchevski

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ANNEXES

The following annexes are an integral part of the documentation:

ANNEX 1: BIDDER DECLARATION

ANNEX 2: FORM FOR THE PRICE OF THE OFFER

ANNEX 3: WRITTEN STATEMENT PURSUANT TO ARTICLE 52 OF THE PUBLIC PROCUREMENT LAW

ANNEX 4: STATEMENT OF COMPLIANCE WITH ARTICLE 45, Paragraph (1), Points (c) and (d) of the Public Procurement Law of Bosnia and Herzegovina ("Official Gazette of BiH," No. 39/14)

ANNEX 5: DRAFT AGREEMENT

ANNEX 6: CONFIDENTIAL INFORMATION

Bidder:

Contact Person (for this specific bid):

- Name and Surname: ______
- Position in the company: ______
- Address: _____ Telephone: ______
- Email:

BIDDER DECLARATION

In the public procurement procedure initiated by Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE) - Contracting Authority, as published on the DPPI SEE website, Procurement Notice Number: 4-1-4/25, dated 4.2.2025, we submit our bid and declare the following:

- 1. Acceptance of Terms. In accordance with the content and requirements of Tender Documentation No. 4-1-4/25, we hereby fully accept its provisions without any reservations or limitations.
- 2. Compliance with Tender Requirements. This bid responds to the requirements set out in the tender documentation for the provision of services, fully adhering to the conditions, criteria, and specified deadlines without any reservations or limitations.
- 3. Bid Price. The total bid price of our fees, including VAT (if applicable) and all other costs, is: BAM (1 EUR is worth 1.955830 BAM). Attached is the Price Offer Form, completed in accordance with the requirements of the tender documentation. In the event of discrepancies between the prices in this Declaration and the Price Offer Form, the price in the Price Offer Form will be considered valid.

4. Validity of the Offer. This offer is valid for 15 days, counting from the date of expiry of the deadline for receiving the offer.

Authorized Representative of the Bidder:

- Name and Surname: [
- Signature of the Authorized Representative: [_____]
- Place and Date: [_____]
- Company Seal: [

The following documentation was submitted with the offer: [List of submitted documents, statements and forms with their names]

ANNEX 2.

FORM FOR THE PRICE OF THE OFFER

Name of bidder:

Offer number:

Provision of services - Performing an external audit of the financial operations of the Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE).

Ord.	Description	Total fee in	Total fee in
no.		BAM without VAT	BAM with VAT
1.	Performing an external audit of the financial operations of the Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE)		
Total fe	BAM		

*1 euro (EUR) is worth 1.955830 BAM.

Bidder's signature	
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NOTE:

- Prices must be quoted in BAM, as DPPI SEE Secretariat is based in Bosnia and Herzegovina.
- The price includes all related taxes and other costs.
- Payment will be made once the service has been performed.
- Payment can be made with an advance payment of max. 40% of the agreed price if it is determined by the contract.

WRITTEN STATEMENT PURSUANT TO ARTICLE 52 OF THE PUBLIC PROCUREMENT LAW

I, t	he undersig	gned		(Name and	Surname),	with ID	card i	number
		,	issued	by		, in	my cap	acity a	as the
rep	resentative	of	the	company	, trade	, or	relate	d	activity
				-	(Specify	position, na	ame of co	mpany	, trade,
or	related	activity),	ID	number			, heado	quartere	ed in
			(City/Mu	inicipality/Cou	ntry), at th	e address			

(Street and number), as a candidate/bidder in the **Public Procurement on PROVISION OF EXTERNAL AUDIT SERVICES OF FINANCIAL BUSINESS INITIATIVES FOR PREPAREDNESS AND DISASTER PREVENTION (DPPI SEE) FOR 2025**, conducted by Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE) or Contracting Authority, pursuant to Article 52, paragraph (2) of the Public Procurement Law of Bosnia and Herzegovina, under full material and criminal liability

HEREBY DECLARE:

- 1. I have not offered a bribe to any person involved in the public procurement process at any stage of the procedure.
- 2. I have neither given nor promised any gift or other benefit to an official or responsible person in the contracting authority, including foreign officials or international officers, with the aim of influencing their official duties to perform an action they should not perform or to refrain from performing an action they should perform, either directly or through an intermediary.
- 3. I have not given or promised any gift or other benefit to an official or responsible person in the contracting authority, including foreign officials or international officers, to perform duties within their official capacity or to refrain from actions they should not take.
- 4. I have not participated in any activities aimed at corruption in public procurement.
- 5. I have not engaged in any actions with the intent of corrupt practices during the procurement process.

By making this statement, I acknowledge the criminal liability for the offenses of offering and receiving bribes and for crimes against officials and other responsibilities and duties as provided by the Criminal Codes.

Statement made by (name, surname and signature): _____

Place and date of the statement:

Signature of the company's representative and seal:

STATEMENT OF COMPLIANCE WITH ARTICLE 45, Paragraph (1), Points (c) and (d) of the Public Procurement Law of Bosnia and Herzegovina ("Official Gazette of BiH," No. 39/14)

I, the undersigned	(F	ull Name), with ID card number
,	issued by	, in my capacity as the
representative of the com	pany, trade, or related	d activity
(Specify position, name of	f company, trade, or r	related activity), ID number,
headquartered in		(City/Municipality/Country), at
the address	(Street an	nd number), as a candidate/bidder in the Public
Procurement on PROV	/ISION OF EXTER	NAL AUDIT SERVICES OF FINANCIAL
BUSINESS INITIATIVE	S FOR PREPARE	DNESS AND DISASTER PREVENTION
(DPPI SEE) FOR 2025,	conducted by Disast	er Preparedness and Prevention Initiative for
		ting Authority, pursuant to Article 45, Paragraph
(4), under full material and	d criminal liability	

HEREBY DECLARE:

The candidate/bidder ______ in the aforementioned public procurement procedure, which I represent, has not:

a) Failed to meet obligations related to the payment of direct and indirect taxes in accordance with the applicable laws in Bosnia and Herzegovina or the country in which it is registered.

I am aware of the candidate's/bidder's obligation to submit documents from Article 45, Paragraph (2), Points (c) and (d) upon the contracting authority's request, within the deadline determined by the contracting authority in accordance with Article 72, Paragraph (3), Point (a) of the Law.

Further, I declare:

I am aware that falsifying official documents or using false official or business documents, records, or files in service or business as if they were truthful constitutes a criminal offense under the Criminal Laws of BiH. I acknowledge that providing false information in documents proving personal eligibility under Article 45 of the Public Procurement Law constitutes a violation subject to fines ranging from BAM 1,000.00 to BAM 10,000.00 for the bidder (legal entity) and BAM 200.00 to BAM 2,000.00 for the responsible person of the bidder.

I also declare that I understand that the contracting authority conducting the stated public procurement procedure, in accordance with Article 45, Paragraph (6) of the Public Procurement Law of Bosnia and Herzegovina, reserves the right to verify the accuracy of the information provided in this statement with the competent authorities if there is any doubt.

Statement made by (name,	surname and signature):
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Place and date of the statement:	
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Signature of the company's representative and seal:

ANNEX 5.

Based on the institutional legal framework of the Disaster Preparedness and Prevention Initiative for South-Eastern Europe in compliance with procurement procedures in Bosnia and Herzegovina, and after the competitive request of several bidders - for the delivery of offers for the **Public Procurement on PROVISION OF EXTERNAL AUDIT SERVICES OF FINANCIAL BUSINESS INITIATIVES FOR PREPAREDNESS AND DISASTER PREVENTION (DPPI SEE) FOR 2025** with the aim of concluding a framework agreement, it was concluded

DRAFT AGREEMENT on the provision of external audit services

between:

Disaster Preparedness and Prevention Initiative for South-Eastern Europe (DPPI SEE), Branilaca Sarajeva 34, 71 000 Sarajevo, Bosnia and Herzegovina, represented by Rade Rajkovchevski, Head of the DPPI SEE Secretariat (hereinafter: Contracting Authority)

and

			address		
	represented Auditor).	by		(hereinafter:	Service

I. INTRODUCTORY PROVISIONS

Article 1.

This framework agreement establishes the terms for the reservation and procurement of external audit services required by the contracting authority for 2025.

The framework agreement, as referenced in paragraph 1 of this article, is concluded pursuant to the Decision on the selection of the most favorable bidder, number: _____, dated

_____, following an open competitive procurement procedure for the specified services.

The Bid Price Form, detailing the unit price of the selected bidder, is annexed to this framework agreement and constitutes an integral part of it.

II. SUBJECT OF FRAMEWORK AGREEMENT

Article 2.

The subject of this agreement is to determine the conditions for concluding a contract for the procurement of external audit services for the needs of the Contracting Authority, all according to the Service Provider's offer, number: _______of ______, which forms an integral part of the agreement.

The service provider undertakes to perform the services that are the subject of the agreement in accordance with the previously submitted documentation and its offer.

IV. CONTRACT CONCLUSION ON THE BASIS OF THE FRAMEWORK AGREEMENT

Article 3.

This framework agreement implies that the contracting authority will procure services successively, in accordance with its needs.

This Agreement constitutes the entire understanding between the parties regarding the scope of services and terms. Verbal agreements or conversations prior to this Agreement are considered unofficial and not binding.

V. COMPENSATION AND METHOD OF PAYMENT

Article 4.

The Auditor will be compensated ______€ [Amount in words in Euros] for the services provided. Payment will be made as follows:

- A maximum of 40% of the total amount will be paid in advance upon signing this contract.
- The remaining balance will be paid within fifteen (15) days of the delivery of the final written report on the financial business of DPPI Secretariat.

Before submitting the final report, the Auditor must provide a draft report to DPPI SEE Secretariat for review.

Article 5.

If the service provider is based in the Eurozone, invoices for the service must be issued in euros.

If the service provider is located outside the Eurozone, invoices must be issued in the currency of the country where the service provider is a taxpayer.

The contracting authority will make payment for the services provided no later than fourteen (15) days from the date of issuing the invoice, for an advanced and final payment. Payment will be made to the account of the Service Provider, according to the received instructions for the transfer of funds.

VI. OBLIGATIONS OF THE CONTRACTING PARTIES

Article 6.

The Auditor will commence the audit upon receipt of a formal Notice to Proceed and shall submit three (3) copies of the final report to DPPI SEE Secretariat within thirty (30) days of completing the audit. If the Auditor cannot access necessary information through no fault of their own, the timeline may be extended with prior approval from the DPPI SEE Secretariat.

Article 7.

The Auditor shall comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local governments, as well as the Financial Management Rules of DPPI SEE, in connection with the performance of this Agreement.

Article 8.

The Auditor's report shall include a clear expression of opinion on the financial statements as a whole. The report must evaluate whether:

The financial statements adequately describe the applicable financial reporting framework.

The significant accounting policies are disclosed and applied appropriately, and their relevance and clarity are adequate.

The accounting policies align with the applicable financial reporting framework.

The financial statements are relevant, reliable, comparable, and understandable.

All necessary information is included, appropriately classified, aggregated, or disaggregated.

The presentation of the financial statements ensures a clear understanding without irrelevant or misleading information.

Adequate disclosures are provided to convey the effects of material transactions and events.

The terminology and titles of the financial statements are appropriate.

Article 9.

The Auditor shall not assign or transfer any interest in this Agreement without the prior written consent of DPPI Secretariat.

Article 10.

The Auditor certifies that no conflicts of interest currently exist and agrees not to acquire any conflicting interests during the performance of this Agreement. The Auditor further agrees that no individuals with such conflicts will be employed under this Agreement.

VII. BREACH OF CONTRACTUAL OBLIGATIONS

Article 11.

If the Service Provider does not fulfill its obligations, the contractual orphan will invite it in writing to act according to the provisions of this agreement.

If the Service Provider does not comply with the written warning referred to in paragraph 1 of this article, nor within the specified subsequent deadline, the contracting authority reserves the right to unilaterally terminate this framework agreement and demand compensation for the resulting damage.

The Service Provider is also obliged to pay the contracting authority any damage caused to it or suffered due to the delay in the delivery of the external audit report.

If one of the contractual parties does not comply with the provisions of this agreement, the framework agreement can be partially or completely terminated even before its expiration, with the prior settlement of all obligations established based on this framework agreement.

In such cases, the Auditor shall receive only a pro-rata share of the total compensation for satisfactory work completed as of the termination date. The Auditor shall reimburse DPPI SEE Secretariat for any advance payments exceeding the earned pro-rata share.

The parties to the agreement have agreed that in any case the notice period under this agreement is regulated in accordance with the applicable legal regulations.

VII. OTHER PROVISIONS

Article 12.

For everything that is not regulated by this framework agreement, the corresponding provisions of the Law on Obligations will be applied.

Article 13.

The provisions of this agreement cannot be changed after its conclusion.

Article 14.

This framework agreement enters into force on the day of its signing by both contracting parties and is valid for one year from the signing of the agreement or until the maximum financial value including taxes is spent.

Article 15.

All possible disputes will be resolved by the contracting parties peacefully, and if this is not possible, the Court of Bosnia and Herzegovina in Sarajevo is competent to resolve the dispute, in accordance with the headquarter of the contracting authority.

This Agreement shall be governed by the laws of the Federation of Bosnia and Herzegovina. Any disputes shall be resolved in the courts of the Federation of Bosnia and Herzegovina.

Article 16.

Both parties agree to treat as confidential all information shared during the performance of this Agreement. Such information shall only be used for the purposes of this Agreement and shall not be disclosed to third parties without prior written consent.

Article 17.

If any provision of this Agreement is deemed invalid, the remaining provisions shall remain enforceable, provided they conform to applicable laws.

Article 18.

In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

Article 19.

This Agreement is executed in four (4) originals. Each party will receive one original and one copy, which together constitute the full Agreement.

For DPPI SEE:

For Service Provider/Auditor:

Head of the DPPI SEE Secretariat Prof. Dr. Rade Rajkovchevski

Number:

Sarajevo, 26.02.2025

Note: Bidders are obliged to sign and certify the draft framework agreement with the company's seal and submit it in their bid.

ANNEX 6.

CONFIDENTIAL INFORMATION

Confidential information	Page numbers containing confidential information in the bid	Reasons for confidentiality of these information	Time period for confidentiality of these information
[Provide description of the information]	[List relevant page numbers]	[Provide reasons for confidentiality]	[Specify period for confidentiality]

Name and surname of the bidder's representative _____

Signature and Stamp of the Bidder_____

<u>Note:</u>

Information prescribed in Article 11; Paragraph 1 of the Law on Public Procurements cannot be considered confidential.

If the bidder does not submit this form or submits an incomplete form, it will be assumed that their bid does not contain confidential information, and the bid will not be declared unacceptable on that basis.