

QUESTIONS AND ANSWERS - IMPLEMENTATION WORKSHOP

Questions posted by participants and answers provided by the Contracting authority at the Implementation workshop for the beneficiaries of the 1st CfP within the IPA Cross-border Cooperation Programme Serbia–Bosnia and Herzegovina 2014-2020

Sarajevo, July 17-18, 2019

Q1: Did Contracting Authority approve the use of electronic signatures, which is defined by the Law of the Republic of Serbia?

A1: A qualified electronic signature in the Republic of Serbia is regulated and defined by the Law on Electronic Document, Electronic Identification and Trust Services in Electronic Business and can be used in accordance with the provisions of this Law.

Q2: Which exchange rate should be used in document Information for tenderers within the tender dossier, when suggesting the tenderers about the maximum available value of the contract and exchange rate to be used when submitting financial offer in national currency (InforEuro exchange rate for the month when the tender is launched or NBS middle exchange rate valid on the day of the donor`s payment)?

A2: According to the Annex II public procurement procedures of the Implementing manual for CBC Grant Contracts,

“4.4.4. Financial information

This section is applicable only for service contracts. The maximum budget available for the contract may be stated in national currency or in EUR. The exchange rate to be used for conversion shall be InforEuro exchange rate for the month when the tender is launched.”

Q3: Who is going to sign timesheets for project team members? Is the project manager (on behalf of project coordinator) entitled to sign timesheets for all project team members and does he/she needs any Power of Attorney from project partners?

A3: Project manager signs timesheets for project team members. Project manager doesn't need Power of Attorney from project partners.

Q4: During the implementation of project activities, while doing procurement and reporting, and in accordance with the article 15.9. of the Annex II of the General Conditions we have used middle rate of the National Bank of Serbia on the date money has been transferred by the Contracting Authority to the Lead Beneficiary. The same rate has been used during the transfer of funds to the project partners accounts. The explanation for the usage of the exchange rate is posted on the official site of the Cross-border Cooperation Programme Serbia-Montenegro on the following link: http://www.cfcu.gov.rs/dokumenti/sr/435_586590_q-a-implementation-workshop-1st-cfp-cbc-

[srb-mne.pdf](#) . Are there any changes to the aforementioned application of the rule based on the Annex II of the General Conditions?

A4:

Throughout the general conditions, the term 'beneficiary(ies)' refers to the coordinator, the co-beneficiaries and the affiliated entities. The same approach should thus apply when interpreting Article 15(9).

- The logic that applies when the coordinator receives funds from the Contracting Authority also applies to the co-beneficiaries and the affiliated entities when they receive funds from the coordinator.

For more details please see

<https://ec.europa.eu/europeaid/companion/document.do?nodeNumber=19.3.2.9>