

# **Sava and Drina Rivers Corridors Integrated Development Program SDIP**

## **Terms of Reference**

for  
Technical Assistance for MoCTI

### ***1. Background***

#### **Relevant Country Background**

Serbia – along with five other Western Balkans countries – was identified as a potential candidate for EU membership during the Thessaloniki European Council summit in 2003. In 2008, a European partnership for Serbia was adopted, setting out priorities for the country's membership application, and in 2009 Serbia formally applied. In March 2012, Serbia was granted EU candidate status. In September 2013, a Stabilisation and Association between the EU and Serbia entered into force.

In line with the decision of the European Council in June 2013 to open accession negotiations with Serbia, the Council adopted in December 2013 the negotiating framework and agreed to hold the first Intergovernmental Conference with Serbia in January 2014.

On 21st January 2014, the first Intergovernmental Conference took place, signalling the formal start of Serbia's accession negotiations.

Further information on EU / Serbia relations is available here:

[https://ec.europa.eu/neighbourhood-enlargement/countries/detailed-country-information/serbia\\_en](https://ec.europa.eu/neighbourhood-enlargement/countries/detailed-country-information/serbia_en)

#### **Current state of the affairs in the sector**

The Development Strategy on Waterborne Transport for the Republic of Serbia 2015-2025 is based on the principles of safety, inter-modality, application of new technologies, complementary use of different transport modes and rational use of available capacities and resources in Serbia. Serbia is currently investing efforts to modernize transport infrastructure and to introduce contemporary standards in all the segments of the transport system. The strategy aims at having the Serbian fluvial infrastructure comply with the overall EU transport policy.

The transport sector naturally includes the inland waterways (IWW), of which Serbia has more than 1600 km split among several categories. The Serbian Government has defined priorities to improve the functioning of the transport system as a generator for the economic and social development. The system's needs are underlined from the national strategic and planning documents as well as from EU accession requirements.

Taking into account the Europe 2020 Strategy for Smart, Sustainable and Inclusive Growth, the EU Strategy for the Danube Region, the White Paper "Roadmap to a Single European

Transport Area", and keeping in mind the Convention regarding the Regime of Navigation on the Danube and the European Agreement on Main Inland Waterways of International Importance (AGN), within the priority areas 1a EU Strategy for the Danube Region – "to improve mobility and multimodality": Inland waterways, the Ministers and Heads of Delegations responsible for Transport from eight EU Member States signed in Luxembourg "the Declaration on Effective Waterway Infrastructure Maintenance on the Danube and its Navigable Tributaries".

The Master Plan for the Rehabilitation and Maintenance of the Danube and its tributaries has been developed by the Serbian Government, following the cooperation practice in the framework of the Danube Strategy. It was originally adopted in 2006 but due to budget constraints and lack of political consensus, only some priority projects within that Master Plan have been implemented so far. The implementation of other projects, defined in the Serbian Master Plan, and regular maintenance of international waterways are in accordance with accepted standards of navigation taking into account the key European corridor Rhine-Danube which passes through Serbia, although the need for rehabilitation of some of the IWW infrastructure which went through upgrading works less than two decades ago may suggest that maintenance has been done to minimum requirements. However, the MoCTI has confirmed a change in the political and budgetary approach for the IWW network where in the period 2005-2014 only 18.5 mEUR were invested compared to the current plans to invest 386.5 mEUR in the period 2014-2024.

The project comprises of several actions related to **Expansion of capacities of the Port of Sremska Mitrovica**, being part of the infrastructure on the Sava river -part of the core TEN-T Rhine-Danube corridor. The proposed schema is to be financed through a WB and EIB loan and will include the construction of new port infrastructure. This particular schema aims at extending the existing port infrastructure and align its characteristics to those required by waterways of international importance in terms of class and quality of the operation.

The Republic of Serbia set the aim to increase the traffic of local and foreign vessels (including transit, import and export) through the IWW network of Serbia by 35% until 2025, as well as to harmonise international and national IWW regulations by implementing simplified administrative procedures (including border crossings), ensuring the safety of navigation through compliance with internationally applicable laws and standards by providing a network of IWW and ports of the highest quality.

### **Related programmes and other donor activities:**

The Serbian Inland Waterway Infrastructure project is currently financed by the EIB and the budget from the Government of Serbia. One of the preliminary schemes, the Iron Gate I Navigation Lock rehabilitation, will benefit from the Connecting Europe Facility programme support 2.

In parallel to the TA to be provided by the successful Consultant, an additional EUR 1.2m is to be allocated under the Economic Resilience Initiative Infrastructure Technical Assistance for the Southern Neighbourhood and Western Balkans Regions. The objective of those additional funds will be supporting the Promoter in the adequate preparation of a number of preliminarily identified schemes to be financed under the aforementioned project in the fields of economics, environment, procurement and engineering.

Under IPA 2013 the River training works and dredging of the riverbed on selected critical sections and development and instalment of the monitoring system for marking system on the Danube have been performed.

## **2. Objective(s) of the Assignment**

### **2.1 Overall objective**

The overall objective of this Technical Assistance operation is to support the MoCTI for the implementation of the Infrastructure project related to **Project Expansion of capacities of the Port of Sremska Mitrovica** which will contribute to the sustainable development and management of the TEN-T IWW network in the Republic of Serbia.

### **2.2 Purpose**

The purpose of this contract is to:

- Support the MoCTI (being Client for this assignment and Employer in the context of FIDIC contract conditions) in implementation of major infrastructure works on the **Project Expansion of capacities of the Port of Sremska Mitrovica**; and
- Monitor, report and evaluate on compliance of the Project to the “Safeguard Provisions” as defined below as per relevant WB regulations;
- increase the capacity of MoCTI’s staff in the development, evaluation, implementation, monitoring (including Safeguard Provision as defined below as per relevant WB regulations) and supervision of the works related to **Project Expansion of capacities of the Port of Sremska Mitrovica** infrastructure project financed by IFIs (EIB and WB);

### **2.3 Results to be achieved by the Consultant**

The results to be achieved by the Consultant are as follows:

- The MoCTI, and as necessary the other related Government entities, take well informed and timely decisions in relation to the Project;
- The financiers are duly informed of project progress and problems in a timely way;
- The technical and administrative skills of MoCTI staff in the development, evaluation, implementation, monitoring and supervision of major investments in the IWW sector such **Project Expansion of capacities of the Port of Sremska Mitrovica** are raised;

## **3. Scope of Services, Tasks (Components) and Expected Deliverables**

### **3.1 General**

#### **3.1.1 Description of the TA operation**

The project focuses on the particular investment in the existing TEN-T IWW network of the Republic of Serbia, along the Sava river, which aim at increasing the capacity and improving the efficiency of the IWW navigation, thus allowing for a modal shift from roads to river navigation.

The works will be developed either on the port facilities and installations located next to or in them. These works may include the following components and units within the Port terminal: civil works including demolition, site preparation, dredging of berthing pockets, reclamation,

earthworks, foundations for handling equipment and its rails, pavements, port utilities (electricity, lighting, drainage, water supply and IT/telecom infrastructure), fairway signalling systems, buildings and gates, fencing and port security systems;

The proposed scheme is related to **Project Expansion of capacities of the Port of Sremska Mitrovica.**

The aim of the Project is to facilitate better utilization of the Port of Sremska Mitrovica from the companies in the hinterland of the Port, within Srem District and Macva District. This shall be achieved through the construction of Terminal for transshipment of agricultural products and by means of extension of the operational coast aiming to facilitate container transshipment to/from the vessels at within the existing container terminal.

Currently, within the port the transshipment of gravel and sand is dominant activity. There is also container transshipment from the road to rail (and vice versa), but not to/from the vessels. Existing port facilities are located at the river kilometre 133, on the left bank of the River Sava. Existing port basin covers approximately 1 hectare of the water surface, with average depth in the range from 2,5 up to 7m. Total length of the existing vertical quay is only 100m, while about 3.100m of industrial railway tracks are connected to the national railway network.

Port operator is RTC Port “Leget” AD, which obtained port operation rights and authorization through the privatization process. Transshipment mechanization of the RTC Port “Leget” AD consists of one portal crane with carrying capacity of 6t , one container manipulating unit, one auto crane with carrying capacity of 12t, one conveyer, several forklifters, trucks, semi-trailers, vessels, dredgers (refulers and bucket dredgers), etc. RTC Port “Leget” AD operates 20.000 m<sup>2</sup> of the closed warehouses and about 10 hectares of open storage space.

Estimated value of the port infrastructure works is 34 million euro, while the overall project value is about 52 million euro. Source of financing are EIB loan (50%) and World Bank loan (50%). The activities on preparation of the Feasibility Study and Preliminary Design started in September 2019. The foreseen timeframe for selecting Works Contractor and Supervision Contractor is June 2021. The works shall be performed in line with FIDIC Yellow Book. In that context, it is important to observe that the assignment of the TA Consultant to PIU shall consider Analysis of the Construction Permit Design and Construction Design – Design for execution of the works (“*Пројекта за извођење*” in Serbian language) before the start of actual works.

The MoCTI has scheduled the start of the project works during Q1 2021 with a total duration of three (3) years. As such, project completion is expected by Q1 2024.

The Sector for Waterborne Transport and Safety of Navigation within the Ministry of Construction, Transport and Infrastructure, hereafter the MoCTI, will implement the project through a Project Implementation Unit (PIU). The works are expected be delivered by the MoCTI through internationally tendered works and design and build contracts using the FIDIC standard contracts. The MoCTI will engage a qualified consulting company that will undertake the supervision of the works as Engineer under a FIDIC standard Form of Contract.

The PIU Director will have overall responsibility for implementation of the project, drawing as necessary both on members of the PIU and relevant experts from the various departments

within the Ministry of Construction, Transport and Infrastructure and other government entities.

The PIU will be responsible for the day-to-day management of technical, health, safety and environment (HSE), procurement, contractual/claim, financial management, and liaison with the CFU and the financiers. The CFU shall be responsible for the fiduciary arrangements. The PIU will need to be staffed with all the required skills in the various fields.

The MoCTI will be responsible for overseeing and ensuring implementation of the project in accordance with domestic environmental and social laws/procedures as well as those of the IFIs (WB and EIB) collectively hereafter the “Safeguard Provisions”.

### 3.1.2. Target groups

The target groups for the services are:

- The Client (MoCTI), especially staff of the PIU;
- Contractors and Consultants to the Client (MoCTI); and
- Other relevant State and local government bodies.

### 3.2 Specific Activities

The Consultant shall undertake the following specific activities or tasks: Tasks 1 and 2 shall be delivered first and then the others concurrently. The Final Work-plan will be agreed during the inception phase with the Client. The timing of activities shall, in any case, depend in part in the successful and timely award and delivery of the works and service contracts for the Project.

#### **Task 1: Development of Inception Report**

The Consultant shall:

- Become fully acquainted with all the relevant documentation and stakeholders;
- Discuss and agree the working arrangements with the MoCTI and propose an indicative set of business procedures/governance arrangements, the Project Implementation Plan (PIP);
- Review and, if necessary, propose clarifications and revisions to the work plan and methodology agreed in the contract; and
- Prepare an Inception Report.

#### **Task 2: Develop and establish in place the PIP**

The Consultant shall:

- Draft a full documented set of business procedures/governance arrangements, hereafter the PIP, for the project;
  - Discuss and agree with the MoCTI such PIP; and
  - Finalise the documentation of the PIP and perform initial dissemination
- Such dissemination shall be performed periodically as agreed with the MoCTI.

#### **Task 3: Assist the MoCTI with the contract administration of the Project**

“Contract administration” refers to the MoCTI’s (Employer’s) rights and responsibilities under the main civil works and supervising engineering services contracts (one of each expected, with a “Contractor” and “Supervising Engineer” Consultant (SE) respectively, or with a single entity in the case of design and build contracts) required to implement the Project. In this regard, the Consultant shall:

- i. Review and advise on contractual documents submitted by Contractor and SE prior to contract signature (e.g. advance guarantees, performance guarantees, insurances, sub-contracting proposals, site safety, traffic management and ESMP);
- ii. Review and advise on contractual documents submitted by Contractor and SE during the initial period after contract signature (e.g. advance guarantees, performance guarantees, insurances, sub-contracting proposals, site safety, traffic management and ESMP);
- iii. Review and advise on the quality control procedures employed by the Contractor for plant, materials and workmanship and the measures to enforce such controls adopted by the SE;
- iv. Review and advise on all aspects related to works commencement, delays, rate of progress, extensions of time and suspension in the delivery of the works;
- v. Develop, as part of the PIP, and periodically check for proper implementation, an effective and efficient system for all matters related to measurement, evaluation, verification and payment of payment certificates;
- vi. Advise and support the MoCTI in tasks related to notice of claims, claims and disputes as well as in relation to contract law for the approved projects;
- vii. Participate in meetings related to claims, negotiation for amicable settlement, arbitration, etc.;
- viii. Advise on all matters related to tests on completion, Employer’s taking over and defects liability;
- ix. Advise on all matters related to the permits required for the project implementation;
- x. Advise on any variations and adjustments as may arise from time to time in either the works or SE contracts;
- xi. Advise more generally on the performance of the SE and Contractor;
- xii. Advise on possible actions should the possibility of termination of the works or SE contract arise;
- xiii. Should any allegation of fraud or corruption arise, support the necessary collection and analysis of evidence and, as required, provide an opinion;
- xiv. Should a claim or dispute arise under the dispute resolution mechanisms stipulated in the works and SE contracts, assist the MoCTI in all matters related to such dispute, including supporting the MoCTI with the review of documents, such as documents for claims and payment of claims, submitted by the supervision Consultants (i.e. engineer) and the contractors

with the purpose of ensuring their quality and compliance with the requirements of the respective contracts and assessing whether recommendations of the engineer are fair and not to the detriment of either parties;

xv. Review independently claims, providing recommendations or a determination, in particular claims related to extension of time and/or associated prolongation cost. The Consultant will give its own recommendation in good faith to the MoCTI in order to arrive at an informed decision;

xvi. Review and comment documents (legal texts, reports) prepared by others;

xvii. Support the MoCTI in the identification of all potential problems and risks during claims procedures and assist by all reasonable means in selecting options for resolving them;

xviii. Provide initial assessment reports of the claims, notices, issues and related contract conditions;

xix. Provide a final report summarizing the issues dealt with, results achieved, situation report and conclusions/recommendations for any outstanding items;

xx. Provide occasional reports to elaborate on the advice given or specific issues and more detailed assessment of the contract position, claims, etc. will be required on an ad hoc basis;

xxi. Provide written and oral advice to the MoCTI and attend meetings with the Contractors to advise and present on behalf of the MoCTI, as agreed, in the Consultant's areas of expertise;

xxii. Advise on the discharge the Conditions Precedent/effectiveness to the availability of funds. The Consultant shall also advise that any conditions precedent to disbursements specified in the Finance Documents are met, and will liaise with the CFU and the financiers in achieving effectiveness;

xxiii. Ensure the timely preparation and implementation of the Environmental Management Plan (EMP) in accordance with Feasibility Studies, ESIA's and detailed design documents in compliance with national laws and financiers' policies and standards;

xxiv. Assist the MoCTI during preparation of public consultation, maintains the contact with local municipalities and Ministry representatives and ensures that EMP documents are available and publicly disclosed in a transparent manner at all levels;

xxv. Review and comment the monthly progress and quality reports prepared by the engineer, making adequate recommendations to appropriately manage the contracts to keep within schedule, quality requirements and cost;

xxvi. Review and make appropriate technical recommendations to the MoCTI on proposed variation orders received from site for the implementation of changes to the works. The following main issues should be considered when analysing a variation:

a. Check if the variation does not require an appropriate amendment to the Contract (all variations that determine changes in unit rates, bill items or in the scope of works should be included in contract amendments);

b. Report to the MoCTI on the performance of the engineer(s) and contractor(s) with the objective of achieving value-for-money for the works execution in line with good engineering practices;

xxvii. Following completion of construction, the Consultant shall assist the Employer on acceptance of completed works and receipt of as-built drawings and shall plan and supervise the process of formal Project closure.

#### **Task 4: Information monitoring, reporting and dissemination**

The Consultant shall:

i. Develop and maintain up to date a Gantt chart and S-curve against which to monitor project progress in terms of time and cost expectations;

ii. Assist with the preparation and collection of evidences necessary to support disbursement and reporting under the Banks' loan;

iii. Ensure that the MoCTI meets all reporting requirements stipulated under the Finance Agreements and other Project Agreements. This will include regular reporting on any time dependent covenants, implementation of any time or progress-dependent elements such as insurance policies, general progress reporting (programme, progress and financial status), procedures and assist by all reasonable means in selecting options for resolving them;

iv. Should it be required, support the updating and delivery of the Stakeholder Engagement Plan which would be prepared by the MoCTI at their cost;

v. Serve as main point of liaison with the financiers on matters related to environmental and social impact management, in general, and implementation of the EIA, detailed design of environmental protection and EMP requirements in particular;

vi. Consult project-affected groups, project affected persons (PAPs) and local non-governmental organisations (NGOs);

vii. Responding to requests from the CFU and the financiers and other legitimately interested parties for information and documentation related to environmental and social aspects of the Project.

#### **Task 5: Monitor and advise on remedial measures for pre-construction activities**

The Consultant shall:

i. Monitor and advise on progress with regulatory agencies with respect to environmental, planning or building permits;

ii. Monitor and advise on the financing, management and timeliness of the necessary utility shifting;

iii. If applicable, monitor and advise on the delivery of the RAP and related clearance of site;

- iv. Monitor and advise on the preparation & approval of “good for construction” designs; and
- v. Prepare quarterly pre-construction progress reports, to a format to be agreed with the Client, until all pre-construction activities are fulfilled.

#### **Task 6: Monitor and report on compliance of the Project to the Safeguard Provisions**

The task of the Consultant is to ensure that the Contractor delivers its ES obligations under its contract. This includes, but is not limited to the following:

- (i) review the Contractor’s Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor’s contract (at least once every 6 months);
- (ii) review all other applicable contractor’s documents related to ES aspects including the health and safety manual, security management plan and SEA and Safety and Health prevention and response action plan;
- (iii) review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
- (iv) undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor’s compliance with ES requirements (including, where appropriate, its SEA and SH prevention and response obligations);
- (v) undertake audits and inspections of Contractor’s accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor’s compliance with ES requirements;
- (vi) agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor’s ES obligations;
- (vii) ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;
- (viii) check that the Contractor’s actual reporting (content and timeliness) is in accordance with the Contractor’s contractual obligations;
- (ix) review and critique, in a timely manner, the Contractor’s ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
- (x) undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;
- (xi) establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH, including the establishment and maintenance of a grievance redress (GRM) system at the project level.

#### **Task 7: Recommend corrective measures for implementation by the MoCTI**

Where non-compliance in the Safeguard Provisions is discovered, in relation to each non-compliance identified, the Consultant shall prepare a corrective statement covering all of the following:

- i. Nature, timing, severity and impact of the non-compliance (potential or realised);
- ii. Whether it is part of a systematic failure or unique;
- iii. Whether it relates to domestic law and/or the Lending Bank’s requirements;

- iv. Identification of the responsible party and, where applicable, relevant contractual clause; and
- v. Proposed corrective measure including timing, responsibility and means of verification.

The format of the corrective statement(s) shall be agreed with the Client.

The corrective statement shall be prepared by the Consultant after due consultation with the relevant parties. The MoCTI shall subsequently implement the measures or make its best efforts to ensure others under its control implement the measures.

### **Task 8: Project preparation and procurement support**

The procurement of the contracts required to implement the Project is not expected to be concluded prior to this TA contract commencing. To the extent that such procurement is not in fact complete, or contracts need to be retendered or the need for further works, goods or services contracts materialize, the Consultant shall perform the following sub-tasks to ensure that all project activities are performed in line with the Finance Agreements and WB Procurement Regulations:

- i. Further develop and maintain up to date the project procurement plan;
- ii. Assistance to the relevant MoCTI staff in order to ensure the incorporation of environmental protection requirements during the project preparation and implementation phases, both in accordance with national legislation and the requirements defined in the lender's environmental safeguards;
- iii. Assist and advise the relevant MoCTI staff in order to ensure conditions which will maximise the environmental benefits and minimise the environmental costs of the project through appropriate mitigation and compensation measures are implemented as early as practically possible;
- iv. Working with the relevant MoCTI staff, ensure that environmental compliance is incorporated as required in tender documents and future contracts for works and supervision services and ensure that contractors are fully aware of their responsibilities in this regard;
- v. Prepare draft contract notice(s);
- vi. Prepare draft request for proposals, prequalification and tender documents as well as draft contracts for goods, works, Consultants and non-Consultant service contracts in accordance with the schedule in the procurement plan;
- vii. Attend all the pre-tender/proposal/application meetings and draft minutes of such meetings;
- viii. Draft responses to queries from applicants and bidders that may arise during a tendering procedure;
- ix. Draft replies to any complaints that may arise during a tendering procedure;

- x. Participate as observer in any proposal/tender evaluation committees performed by the MoCTI;
- xi. Review and propose revisions as necessary to draft evaluation reports prepared by the MoCTI;
- xii. Assist the MoCTI during the negotiation, award, and signature phase of the necessary project procurement;
- xiii. Conduct general reviews of procurement performance and submission of reports

Tasks 3-7 will be performed in coordination with the selected Supervision Consultant (Engineer).

The following table presents an estimated timetable for the accomplishment of the tasks foreseen in these Terms of Reference, in addition to the deliverables indicated in Chapter 3.2. Based on this recommendation and his experience, the Consultant should develop its own proposal:

<b>Task</b>	<b>Deliverable</b>	<b>Schedule</b>
1	Inception report	By the end of month 1 (see also chapter 5)
2	PIP	By the end of month 3
3	Ad hoc documents to fulfil the requirements of the task	To be defined during the project inception phase
4	Updated Gantt chart, S curve, IFI reports, evidences for disbursement, sources/uses of funds, etc.	Continuous
5	Pre-construction progress reports	Quarterly, from end of month 3
6	Safeguard compliance report	Quarterly, from end of month 3
7	Corrective statements	Ad-hoc
8	Procurement plans, finance plans	Ad-hoc prior to each allocation request

NOTE: This table is a solely a recommendation. The Consultant should develop their own proposal, considering the tasks to be performed.

The draft of the documents indicated in this Section are to be electronically sent in MS Word format to:

Mr. Veljko Kovačević  
E-mail: veljko.kovacevic@mgsi.gov.rs

Following the comments received, the Consultant will send a revised version, with the operated changes highlighted and a comments sheet, via the same contacts, before formally submitting the final version. Once the document is agreed to by the IFIs (WB and EIB), a final version shall be submitted in e-copy to the IFIs (WB and EIB), to the attention of the same persons as indicated above and to the MoCTI.

#### **4. Qualifications**

## Part I: Shortlisting Criteria

- The Consultant firm must be a legal entity;
- The Consultant firm must have relevant experience in at least one contract in transport infrastructure sector in the amount of 1,500,000 EUR in the last 5 years;
- The Consultant firm must have experience in at least two contracts in inland waterways transport (IWT) infrastructure sector, out of which at least one contract must be related to inland ports in the past 5 years.
- Consultant must have relevant international experience in providing consultancy services in implementation of IWT infrastructure projects in similar conditions of work (e.g. countries in Central and Eastern Europe or in Western Balkans). Required technical capacity of the Consultant firm will be examined for the relevant reference period. The reference period which will be taken into account will be the last 5 years from submission deadline.
- The Consultant firm must have at least 7 years of direct work experience in the area of organizational development and institutional development and working with public institutions in the republic of Serbia, EU accession setting or South-eastern Europe.
- The Consultant firm must have the experience in regard to international, EU and WB projects in last four (4) years.
- The Consultant is expected to have appropriate experience in supervision Services for similar projects prepared for international donors using FIDIC and/or WB and/or EIB Conditions of Contract. Experience in similar climatic conditions is essential and regional experience would also be an advantage.

As a proof, the Consultant firm shall prepare a table listing following information: name of the relevant similar assignment, short scope of work, year of contract's implementation, country/region, contact reference (name, e-mail, phone number).

## Part II: Team Composition & Qualification Requirements for the Key Experts

### **KEY EXPERTS (KE)**

The Consultant shall provide a team of experts with the necessary skills to ensure completion of the Project to the required standards of quality and within time and budget.

Within the Consultant's team the following Key Personnel is envisaged in principle for the whole duration of the Project, with the detailed requirements and responsibilities. The detailed CV of the Key Personnel proposed shall be submitted with the Consultant's Technical Proposal.

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts' profiles. The Consultant firm (individual firm or a JV) shall submit CVs and Statements of Exclusivity and Availability for the following key experts:

#### **4.1. Team Leader (600 working days)**

##### ***Qualifications and skills***

- He/she should be holder of University degree (Masters Degree) in Transport and Traffic Engineering or Civil Engineering
- Proven leadership/managerial skills
- Fluency in spoken and written English is required
- The knowledge of Serbian language would be an advantage

##### ***General Professional experience***

- Minimum 15 years of work experience covering major project planning, execution, procurement procedures and reporting in transport infrastructure sector.

##### ***Specific Professional experience***

- Minimum 10 years of professional experience in leading teams in the field of inland waterways transport infrastructure in private or public sector.
- Working experience in at least one Technical Assistance project in inland waterways transport/infrastructure sector financed by WB/EIB/IFIs
- Must be fully conversant with FIDIC conditions of contracts.
- Experience in the Western Balkans is highly desirable for this position.

#### **4.2 Financial and Tax Specialist (290 working days)**

##### ***Qualifications and skills***

- He/she should be holder of University degree (Masters Degree) in finance, accounting, economy, or law
- Fluency in spoken and written English is required
- The knowledge of Serbian language would be an advantage

##### ***General Professional experience***

- Minimum 15 years of work experience in public finance, tax or procurement

##### ***Specific Professional experience***

- Minimum 10 years of professional experience in infrastructure projects.
- Working experience in at least one project financed by WB/EIB/IFIs in IWT infrastructure sector.
- Experience in the Western Balkans is highly desirable for this position.

#### **4.3 Procurement Specialist (90 working days)**

##### ***Qualifications and skills***

- He/she should be holder of University degree (Masters Degree) in economy, law or engineering
- Fluency in spoken and written English is required
- The knowledge of Serbian language would be an advantage

### ***General Professional experience***

- Minimum 15 years of work experience in procurement, and sound knowledge of WB/EIB procedures

### ***Specific Professional experience***

- Minimum 10 years of professional experience in infrastructure projects.
- Working experience in at least one project financed by WB/EIB/IFIs in IWT infrastructure sector.
- Experience in the Western Balkans is highly desirable for this position.

## **4.3. FIDIC and claim Expert (100 working days)**

### ***Qualifications and skills***

- He/she should be holder of University degree (Masters Degree) in engineering or law
- Fluency in spoken and written English is required
- The knowledge of Serbian language would be an advantage

### ***General Professional experience***

- Minimum 15 years of work experience in infrastructure design or supervision

### ***Specific Professional experience***

- Minimum 10 years of professional experience in projects under FIDIC contract conditions.
- Working experience in at least one project financed by WB/EIB/IFIs in transport infrastructure sector.
- Experience in the Western Balkans is highly desirable for this position.

## **4.4 Environmental and social safeguard specialist (100 working days)**

### ***Qualifications and skills***

- He/she should be holder of University degree (Masters Degree), preferably in Environmental Studies or any other relevant field.
- Fluency in spoken and written English is required
- The knowledge of Serbian language would be an advantage

### ***General Professional experience***

- Minimum 15 years of work experience in social safeguard or environmental domain

### ***Specific Professional experience***

- Minimum 10 years of professional experience in environmental management and monitoring of environmental and social measures in accordance with WB/EIB/IFIs requirements or in accordance with the Serbian law
- Working experience in at least one project financed by WB/EIB/IFIs in IWT infrastructure sector.
- Must be fully conversant with FIDIC conditions of contracts.
- Experience in the Western Balkans is highly desirable for this position.

#### **4.5 Non-Key personnel (pool of Non-Key Experts, 200 working days)**

For the implementation of the Project, as part of the organisation and methodology of the technical proposal, the Consultants will need to demonstrate their capabilities to effectively mobilise highly qualified non-key experts (NKE) to carry out the tasks and activities described in the ToR. NKE inputs should not exceed time effort of KE.

CVs for experts other than the key experts are not examined prior to the signature of the contract. They should not be included in the proposals.

The expected NKE required to implement the contract shall be as follows:

The minimum non-key experts required to implement the contract shall be as follows:

- Civil engineer(s) with experience in IWW ports, river training and dredging works as well as other IWW infrastructure projects;
- Non key expert responsible for project reporting as well as tracking the M&E indicators as outlined in the project results framework.

The services shall be delivered in the Republic of Serbia, both in Belgrade and on the Project site. At least 80% of key-expert inputs and 100% of Non-Key-Experts inputs must be delivered in the Republic of Serbia.

The Consultant shall supply all support staff (administrators, secretaries, interpreters, and head office back-up, drivers etc.) as necessary for the proper fulfilment of their obligations. The costs of the support staff must be included in the fee rates of the experts.

Backstopping costs for logistical and management support (including the activity of the TA operation Director/Coordinator designated by the Consultant) of the team must be included in the fee rates of the experts.

The Consultant should identify and describe in his offer the arrangements for the provision of the support staff and backstopping facilities.

Note that the support/backstopping staff cannot be assigned as short or long-term experts while still maintaining their original assignment. The two responsibilities must be kept separate and double budgeting under the project should be avoided.

International (mobilisation and demobilisation) and local transport and associated costs (vehicles incl. drivers if considered necessary, per diem, etc.) of Key and Non-Keys experts posted on site should be included in the fees.

Office accommodation of a reasonable standard and of approximately 10 square meters for each expert working on the contract and reasonably accessible by phone, fax and e-mail over the duration of the assignment will be provided by the MoCTI.

Office running are to be covered by the Consultant as part of the expert fee rates (ex: costs for phone, internet connections, electricity bills etc.)

The Consultant shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion. All such incidental costs shall be included in the fee rates of the experts

If the Consultant is a Joint Venture (JV), the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each JV member a fixed percentage of the work to be undertaken under the contract should be avoided.

All travel and subsistence costs incurred under this contract should be covered by the Consultant as part of its fee rates.

**4.6 Incidental expenditure**

The Provision for incidental expenditure covers the ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs that should be covered by the Consultant as part of its fee rates, as defined above.

The Provision for incidental expenditure for this contract is EUR 80,000. This amount must be included without modification in the Budget breakdown.

**5. Reporting Requirements and Time Schedule for Deliverables**

The Consultant is required to provide the following activity progress reports, which are additional to any required in Section 3.2 of these Terms of Reference:

<b>Report</b>	<b>Draft submission</b>
<b>Inception Report</b>	Within four (4) weeks from the starting date of assignment.
<b>Interim Progress Reports</b>	Every six (6) months, during the entire duration of the project. These reports represent the basis for the interim payments.  The interim reports must be submitted no later than one (1) month after the end of each interim period.
<b>Final Progress Report</b>	Draft to be issued one (1) month before the end of the contract so that the agreed final version can be issued at the end of the contract. The Final Report represents the basis for the final payment.

The Inception Report shall confirm the aims of this technical assistance contract. If there are any proposed modifications to the original Terms of Reference due to changed circumstances after arrival on site, these are to be discussed and agreed in principle with the Client before the submission of the Report.

This Report will describe the Consultant’s proposed establishment, personnel, and where they will be based, as well as the Consultant’s proposed approach to the project, taking into

consideration the situation at the starting date of the assignment. It will also set out a detailed work plan for completion of the activities in the remaining TA operation period of execution, together with a detailed work plan for interrelated, sequential and complex activities with an agreed project log-frame matrix.

The expected achievement of the outputs listed in the Terms of Reference should be clearly identified, with any milestones, and the confirmation of the counterpart staff and other commitments to be made by the recipient counterparts. The inputs to support key activities in each beneficiary should be based on a thorough needs assessment taking account of individual circumstances.

Interim Progress Reports shall consist of a narrative section and a financial section. They shall briefly describe the current status of the project, in relation to technical progress; forecast the expected technical progress of the activities for the next period; itemise any outstanding issues that may result in extension of time or unforeseen costs; describe the Consultant's staff levels and their deployment during the report period; itemise all incidental expenditure for the period. Interim reports should provide information on the state of progress of the project over the period, for ease of monitoring activities and outputs and should clearly distinguish between activities/outputs achieved and considered finished, and activities still in progress, so that the evaluation of the project is clear. The report will also include progress on the activities of all short-term consultancy assignments (with technical attachments as applicable).

The Consultant should note that, according to the provisions of the General Conditions to the contract, the Interim Progress Reports represent the basis for the interim payment, and that payment is to be made within a period of 45 days after the receipt of the invoice, subject to approval of the respective Report.

Invoices should only be sent after approval by the Client of the Interim progress report. All invoices (except the request for the pre-financing payment) must be accompanied by: i) Interim progress report approval from the Client services; ii) a financial progress report covering the six-monthly interim period, as mentioned above, containing details of the time inputs of the experts and of the incidental expenditure and accompanied by an expenditure verification report.

Final Progress Report shall consist of a narrative section and a financial section. It shall, inter alia:

- i. Describe the overall status of the project, including a critical study of any major problems which may have arisen during the performance of the project;
- ii. Describe the status and results for the assistance given to each project beneficiary;
- iii. Present any recommendations the Consultant wishes to make in view of improving the design and implementation of any future similar activities.

The report shall contain a sufficiently detailed description of the different options to permit an informed decision on any recommendations made.

The final progress report must be accompanied by the final invoice, the final financial report on expenditure actually incurred by budget headings, and an expenditure verification report.

All reports will be written in concise, clear and well-edited Standard English. All reports shall be produced in A4 size. Spreadsheets and schedules shall be produced in a maximum of A3 size for reporting purposes. File origins shall be clearly identifiable in a header or footer. A list of essential contact persons is to be included. The reports should have a title page, which should include project name, project code or reference, report title, date issued and period covered, and the name and address of the Consultant. The Client shall provide the Consultant, after the starting date of the assignment, with a recommended structure of the Reports. The Consultant may propose changes to this structure, which must be agreed with the Client in advance.

All reports shall be submitted in one electronic copy to the Client who should provide its comments within fifteen (15) days. Following the comments received, the Consultant will send a revised version, with the operated changes highlighted as well as a comments sheet, via the same contact, before formally submitting the final version.

The reports specified above must be sent in e-copy to the following persons: Mr. Veljko Kovacevic (veljko.kovacevic@mgsi.gov.rs), and Mrs. Ljiljana Dzuver, Head of CFU (ljiljana.dzuver@mfin.gov.rs)

Once this report is agreed to by the Client, a final version shall be submitted in e-copy to the same persons as indicated above.

Client, is responsible for formally approving the progress reports, and shall be kept informed by the Consultant of the dates of submission of the reports to the other recipients indicated above.

In addition to the above mentioned formal reports, the Consultant shall provide such information on project progress as is reasonably required regarding political, economic or institutional developments of relevance to the project.

It is important to underline that as a part of ES reporting the Consultant shall:

- (e) Immediately notify the Client of any failure by the Contractor to comply with its SEA and SH obligations;
- (f) Immediately notify the Client of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Client's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information. The Consultant shall provide full details of such incidents or accidents to the Client within the timeframe agreed with the Client;
- (g) Immediately inform and share with the Client notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;
- (h) Share with the Client in a timely manner the Contractor's ES metrics, as required of the Contractor as part of the Progress Reports."

## **6. Client's Input and Counterpart Personnel**

*(a) Services, facilities and property to be made available to the Consultant by the Client:*

No equipment is to be purchased on behalf of the Client/beneficiary country as part of this service contract or transferred to the Client/beneficiary country at the end of this contract.

*(b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:*

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