**TERMS OF REFERENCE**

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**TECHNICAL ASSISTANCE FOR IMPLEMENTATION OF THE SERBIAN INLAND WATERWAY INFRASTRUCTURE PROJECT**

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# 1. BACKGROUND INFORMATION

## 1.1. Partner country

Republic of Serbia.

## 1.2. Contracting Authority

Ministry of Construction, Infrastructure and Transport, Nemanjina 22-26, Belgrade, Republic of Serbia.

## 1.3. Country background

Serbia’s strategic position in Southeast Europe gives its transport sector a pivotal role in the country’s EU accession process. Efficient infrastructure enhances regional connectivity, stimulates economic growth, and supports integration into the wider European economy.

Transport networks in Serbia facilitate internal mobility and the flow of goods across borders, strengthening links with neighboring countries and EU markets.

Under **Regulation (EU) No. 1315/2013**, Member States are required to develop the **TEN-T Core and Comprehensive Networks** by 2030, meeting defined infrastructure standards. Serbia’s inland waterways—particularly the Danube, Sava, and Tisa—are expected to handle up to **18% more cargo** under EU Transport Policy goals, highlighting the need for targeted upgrades.

Serbia committed to improving waterway infrastructure by signing the **2012 Declaration on Effective Waterway Maintenance** aligned with:

* Europe 2020 Strategy;
* EU Strategy for the Danube Region;
* White Paper on Transport;
* European Agreement on Main Inland Waterways.

This aligns with national legislation on navigation and ports, and culminated in the adoption of the **Waterborne Transport Development Strategy (2015–2025).**

Serbia is modernizing its transport infrastructure to align with EU policies. Efforts are supported by various **international financial institutions** and guided by strategic national frameworks including:

* **National Strategy for Rail, Road, Water, Air, and Intermodal Transport (2008–2015)**
* **Waterborne Transport Development Strategy (2015–2025)**

A key element is the **Master Plan for the Inland Waterway Transport System**, which sets priorities for future investment and regulatory alignment.

## 1.4. Current situation in the sector

The Serbian transport sector, including inland waterways (IWW), plays a vital role in economic and social development and is integral to the country’s EU accession process. National strategic and planning documents, as well as EU requirements (see §1.3), underscore the need for systemic improvements.

Master Plan for Danube Rehabilitation

Serbia developed the **Master Plan for the Rehabilitation and Maintenance of the Danube and its Tributaries** in 2006 as part of regional cooperation under the **EU Danube Strategy**. However, due to budgetary limitations and political challenges, only selected priority projects have been implemented to date.

The remaining projects—including regular maintenance—are aligned with accepted navigation standards, particularly for the **Rhine-Danube Core TEN-T Corridor**. However, the need for rehabilitating infrastructure that was upgraded less than two decades ago indicates that maintenance efforts have met only minimal requirements.

In **December 2018**, Serbia signed a **framework loan agreement with the European Investment Bank (EIB)** to rehabilitate and modernize fluvial infrastructure on the **Danube and Sava Rivers**, both part of the **Rhine-Danube TEN-T Corridor**.

The investment covers new port infrastructure, aids to navigation, telecommunication systems, rehabilitation of river locks, river training works, dredging, and wreck removal. These measures align Serbian waterways with international standards in class and operational quality.

The **Contracting Authority** aims to increase traffic (local/foreign vessels, import/export) via IWW by **35%,** harmonize international and national IWW regulations, streamline administrative procedures (e.g. border crossings), ensure safe navigation and high-quality waterway and port infrastructure.

Investments along the **Danube, Sava and Tisa** will:

* Expand IWW capacity and improve operational safety;
* Enable modal shift from road to water-based transport.

## 1.5. Related programmes and other donor activities

The EU-funded Master Plan for Inland Waterways, completed in 2006, established the strategic framework for inland waterway development in the Republic of Serbia. It identified priority infrastructure investments required to achieve national and regional transport objectives. Building on this foundation, the following projects have since been implemented or are currently underway:

* The Reconstruction of the Sloboda Bridge in Novi Sad;
* The Design, Tender Preparation, Construction and Supervision of the Zezelj Bridge Rehabilitation;
* The Design and Tender Preparation of Djerdap I and II Navigation Locks;
* The Survey and Search of UXO in the Inland Waterways;
* The Implementation of the River Information Services (RIS) in the Republic of Serbia funded under IPA 2007 Programme;
* The Removal of UXO in the Inland Waterways funded under IPA 2010 Programme;
* The Preparation of the Documentation and execution and supervision for River Training and Dredging Works on Selected Locations along the Danube River (IPA 2010):
* The Implementation of the Navigation Monitoring System on the Danube in the Republic of Serbia (AIS AtoNs) funded under IPA 2012 Programme;

In 2008, the Republic of Serbia adopted the General Transport Master Plan, which reaffirmed the priorities for inland waterway transport set out in the earlier Master Plan for Inland Waterway Transport.

In 2015, the Inland Waterway Development Strategy for the period 2015–2020 was adopted, accompanied by a corresponding Action Plan to support its implementation.

In 2018, the European Investment Bank and the Republic of Serbia signed the Serbian Inland Waterway Infrastructure Finance Contract (Official Gazette – International Contracts No. 02/2019). This agreement established a framework for substantial investment in inland waterway infrastructure, including:

* Navigational lock rehabilitation;
* Port infrastructure development;
* River training works;
* Deployment of ICT systems for waterway management.

The following projects and activities have been implemented or are currently underway:

* The upgrade of the Iron Gate I and II navigational locks;
* Removal of the sunken German fleet near Prahovo;
* Implementation of the Network of hydro-meteo stations;
* Implementation of the VTS and Voice VHF system;
* Supply of a marking and hydrographic vessels for the Danube and Sava rivers;
* Extension of the AtoNs on the Sava River;
* Hydraulic and morphological modelling of the Danube and Sava rivers;
* Reconstruction and expansion of the Bogojevo port.

# 2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

## 2.1. Overall objective

The **overall objective** of this Technical Assistance operation is to support the Contracting Authority for the implementation of the Serbian Inland Waterway Infrastructure projects which will contribute to the sustainable development and management of the TEN-T IWW network in the Republic of Serbia.

## 2.2. Specific objectives

The specific objectives of this contract is to:

* Support the Contracting Authority in implementation of major infrastructure works along the Serbian IWW network; and
* Monitor, report and evaluate on compliance of the Project to the EIB’s Safeguard Provisions as defined below;
* Increase the capacity of Contracting Authority’s staff in the development, evaluation, implementation, monitoring (including Safeguard Provision as defined below) and supervision of these infrastructure projects financed by the EIB.

## 2.3. Expected outputs to be achieved by the Consultant

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

* The Contracting Authority, and as necessary the Borrower (Ministry of Finance of the Republic of Serbia) and 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 Contracting Authority staff in the development, evaluation, implementation, monitoring and supervision of major investments in the IWW sector are raised;
* Non-compliance of the Project with the Safeguard Provisions is identified promptly and potential actions to remedy are disseminated to the right people at the right time; and
* The Contracting Authority and Banks are well informed as to whether the development objectives related to the project’s environmental and social requirements have been achieved.

# 3. ASSUMPTIONS & RISKS

## 3.1. Assumptions underlying the TA operation intervention

The external circumstances, outside the control of the Contracting Authority and the Consultant, which must occur if the contract is to be successful include:

* The Contracting Authority must maintain sufficient number and quality of staff to implement the project;
* The construction industry must compete fairly for the project contracts and the winning companies deliver on their contractual responsibilities;
* Contracting Authority staff must be willing and able to gain technical and administrative skills and apply those skills inside the Contracting Authority on other projects into the future;
* The Borrower must provide the funds necessary to implement the project;
* The Banks must fulfil their obligations under the respective Finance Contracts;
* Site clearance is undertaken in line with expectations; and
* Other stakeholders inside the Republic of Serbia - e.g. local governments - must perform their roles as foreseen.

## 3.2. Risks

The external circumstances, outside the control of the Contracting Authority and the Consultant, which must not occur if the contract is to be successful include:

* Fiscal crisis impacting borrowing and budgeting;
* Improper conduct of construction industry or poor performance/financial difficulties of selected contractors and consultants;
* Instability or low morale of staff in the Contracting Authority; and
* Unforeseen and unreasonable regulatory controls.

# 4. SCOPE OF THE WORK

## 4.1. General

### 4.1.1. Description of the TA operation

The project consists of several different investments in the existing TEN-T IWW network of the Republic of Serbia, along the Danube, Sava and Tisa rivers, which aim at increasing the capacity and improving the efficiency and the safety of the IWW navigation, thus allowing for a modal shift from roads to river navigation.

The works will be developed either on the waterways’ fairway or on port or lock or other facilities and installations located next to or in them. These works may include the following components and units:

a. Inland port terminals: 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 signaling systems, buildings and gates, fencing and port security systems, as well as rail and road infrastructure within the port limits;

b. Navigation lock systems: works on construction of the locks;

c. River dredging and training works designed to increase the safety of the navigation;

d. River and traffic monitoring systems: Including hydro-meteorological stations, aids to navigation, telecommunication systems and RIS;

e. Works for the removal of obstructions to the navigation within the fairways;

f. Workboats for the maintenance of the navigation conditions In the rivers' fairways, locks and inland ports. This may, for example, include marking vessels and tugboats, multicats and similar vessels. Vessels dedicated to bunkering, cargo and/or passenger transport, dredging and/or dredging support are not eligible;

g. Investments in infrastructure for education and training activities at all levels related to maritime and inland waterway transport. This may, for example, comprise the establishment of training centres for the training of inland vessel crewmembers, workers in ports, or personnel of river search and rescue team, etc. Such investments will be considered eligible insofar as:

i. The infrastructure will provide education and training programmes that comply with the relevant national and international standards, and that are provided under the supervision of the MoCTI; and

ii. The infrastructure will comply with the Bank's energy efficiency eligibility criteria for buildings, as well as energy supply eligibility criteria for power generation (if applicable) as outlined in the Bank's Energy Lending Policy;

h. Monitoring (early warning) system for accidents and nautical conditions in port areas;

i. Power supply to vessels from the shore.

The Contracting Authority started implementation of the Financing Contract on November 23, 2018 with a total duration of five (5) years. The extension of the implementation period is undergoing and it is expected that the project completion is to be Q4 2028.

The Department for Waterways Transport and Safety of Navigation within the Ministry of Construction, Transport and Infrastructure, hereafter the Contracting Authority, has been implementing the project through a Project Implementation Unit (PIU). The execution of the investment have been delivered by the Contracting Authority through various internationally tendered works and/or design and build contracts using the FIDIC standard contracts.

The Contracting Authority will engage a qualified consulting company that will undertake the supervision of the works as Engineer under a FIDIC standard Form of Contract.

The Project Implementation Unit (PIU) is responsible for the day-to-day management of technical, health, safety and environment (HSE), procurement, contractual/claim, financial management, and liaison with the financiers.

The Contracting Authority is responsible for overseeing and ensuring implementation of the project in accordance with domestic environmental and social laws/procedures as well as those of the EIB collectively hereafter the “Safeguard Provisions”.

The preliminary schemes may fall under Annex I or Annex II of the Directive 2014/52/EU amending the Directive 2011/92/EU on the assessment of the effects of certain public and private projects on environment (EIA Directive). The Contracting Authority has been requested to provide the corresponding ESIA Report or screening decision for each of the proposed schemes. In addition, the project falls under the requirements of the Convention on Environmental Impact Assessment in a transboundary impact (Espoo Convention) to which Serbia is Party. Therefore, for these schemes a transboundary consultation procedure is either completed or ongoing.

Although the full extent of the residual impacts is not known at the current stage, given the type and scale of the investment, these are expected to be moderate.

The negative impacts during construction may relate to temporary land occupation, interruption of water flow and ecological continuity in some sections of the river and fragmentation of fish habitats; general water quality decrease due to turbidity, accidental spills and flow reduction is some sections; increase in dust, particles and noise emissions into the atmosphere during construction activities and material transportation; general reduction of the ecological quality of the site by destabilization of the riverbed and banks and other impacts in existing fauna and flora. The full extent of impacts is to be assessed during the ESIA and permitting procedures.

During operation, the negative impacts may relate to changes in the hydrological regime (water flow and sedimentation); changes and fragmentation of the river ecological system, both in the riverbed and banks, making fish migration more difficult and affecting existing fauna and flora; and farming land occupation and landscape change. Eutrophication and sedimentation interruption impacts could also occur. On the contrary, some positive impacts during operation are also expected. These are likely to be related to the reduction of fossil fuels consumption and associated gas emissions due to the expected modal shift from road transport to IWW and the increase of vessels size.

The mitigation measures applicable to the different schemes will be identified in the ESIA studies required.

Further details concerning the environmental and social compliance of the project can be found in the publicly available Environmental and Social Data Sheet.

### 4.1.2. Geographical area to be covered

The services under this contact shall be delivered predominantly in Serbia with limited remote work.

### 4.1.3. Target groups

The target groups for the services are:

* The Contracting Authority, especially staff of the PIU;
* Contractors and Consultants to the Contracting Authority; and
* Other relevant State and local government bodies.

## 4.2. 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. Task 8 must be commenced not less than six (6) months prior to the date in which the first scheme will be put in service and then delivered prior to such date.

Subsequently, such deliverable will have to be updated in order to incorporate all other schemes within the Project. The Final Work-plan will be agreed during the inception phase with the Contracting Authority.

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.

In relation to procurement tasks the Consultant opinion is expected to be submitted to the Bank together with the procurement document (Tender documents, evaluation report, contract modifications, etc).

**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 Contracting Authority 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 Contracting Authority and Contracting Authority such PIP; and
* Finalise the documentation of the PIP and perform initial dissemination and training of the relevant Contracting Authority staff in application of these. Such dissemination and training shall be reperformed periodically as agreed with the Contracting Authority.

**Task 3: Assist the Contracting Authority with the contract administration of the Project**

“Contract administration” refers to the Contracting Authority’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:

* Review and advise on all contractual submissions from Contractor and SE, both pre- and post-signature (e.g. guarantees, insurances, sub-contracts, safety, traffic, ESMP);
* Advise on contract law matters, including notices, claims, disputes, and potential termination scenarios;
* Review documents prepared by other parties (e.g. legal texts, reports) for consistency and compliance;;
* Provide written and oral advice, and represent the Contracting Authority in meetings, negotiations, and presentations;
* In the event of any allegation of fraud or corruption, the Consultant shall support the collection and analysis of relevant evidence and, where appropriate, provide an impartial expert opinion;
* Review quality control procedures for materials, workmanship, and enforcement measures by SE;
* Advise on progress, delays, commencement, suspensions, EOT requests, and rate of execution;
* Support Contracting Authority on testing, takeover, defect liability, and as-built documentation;
* Evaluate variation orders and advise on required contract amendments, with recommendations to ensure value-for-money and sound engineering practices;
* Develop and oversee systems for measurement, evaluation, verification, and payment certification;
* Independently assess and recommend on claims—especially EOT and prolongation costs;
* Provide initial and final claim assessments, highlight risks, and recommend resolution options;
* Assist in arbitration, amicable settlement, and document reviews related to claims and disputes;
* Support Contracting Authority in managing disputes, ensuring engineer’s recommendations are fair and contract-compliant;
* Prepare regular and ad hoc reports on contract status, claims, assessments, and outcomes;
* Monitor and advise on SE and Contractor performance throughout execution;
* Identify potential risks and problems, recommending mitigation strategies during claims and project delivery;
* Advise on Conditions Precedent and fund effectiveness under finance agreements;
* Liaise with financiers to ensure compliance with disbursement conditions and document readiness;
* Ensure timely preparation and implementation of EMP, aligned with FS, ESIA, and detailed design;
* Support in stakeholder outreach, including public consultations, and maintain liaison with municipalities and ministries;
* Ensure EMP transparency and disclosure at all governance levels;
* Review and comment on monthly progress and quality reports prepared by the Engineer, providing actionable recommendations to ensure the contracts remain on schedule, within budget, and meet defined quality standards;
* Advise the Contracting Authority on variation orders received from site;
* Assessing whether the variation necessitates formal contract amendment (e.g. changes in unit rates, bill items, or scope);
* Reporting on the performance of the Engineer(s) and Contractor(s) to ensure value-for-money and adherence to sound engineering practices;
* Upon construction completion, support the Employer in accepting the works, verifying receipt of as-built documentation, and overseeing the formal process of project closure.

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

The Consultant shall:

* Develop and maintain an updated Gantt chart and S-curve to monitor time and cost performance;
* Prepare and regularly update a sources and uses of funds plan to inform Bank disbursement scheduling and Government budget allocations;
* Monitor and advise on Government budget contributions to the project;
* Assist in compiling and preparing documentation to support disbursements under Bank financing and, where relevant, national budgeting;
* Ensure timely compliance with all reporting obligations under Finance Agreements and related Project Agreements;
* Oversee reporting on:
  + Time-dependent covenants;
  + Progress-linked deliverables (e.g. insurance policies);
  + Programme execution;
  + Financial status;
  + Implementation procedures,
* Provide advisory support to resolve delays or procedural gaps;
* Design and deliver a training programme for PIU staff focused on:
  + Environmental and social compliance under EU legislation;
  + EIB Environmental and Social Guidelines;
  + Procurement frameworks governed by EU law and the EIB Guide to Procurement.
* If required, support the revision and implementation of the Stakeholder Engagement Plan prepared by the Contracting Authority;
* Act as the primary liaison with financiers regarding environmental and social impact management, including:
  + EIA execution;
  + Environmental protection in detailed designs;
  + EMP preparation and monitoring,
* Engage regularly with affected communities (PAPs), NGOs, and other local stakeholders;
* Respond to information requests from financiers and other authorized stakeholders concerning ESG aspects of the project.

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

The Consultant shall:

* Monitor and advise on the status and coordination with regulatory agencies regarding environmental, planning, and building permits;
* Oversee and provide guidance on the financing, management, and scheduling of utility shifting required for project initiation;
* Where applicable, monitor the implementation of the RAP, including site clearance milestones.
* Track the preparation and approval of “good for construction” designs, ensuring alignment with project specifications and timelines;
* Prepare bi-annual progress reports in a format agreed with the Contracting Authority, containing all pre-construction obligations.

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

The Consultant will ensure that all applicable requirements of the financiers are being adhered to and that the PIU is duly informed about such requirements. This includes providing assistance to the PIU in the implementation of the Environmental and Social Action Plan (ESAP), Environmental and Social Monitoring Plan (ESMP), Stakeholder Engagement Plan (SEP) and the preparation of annual environmental and social reports to the financiers using the approved reporting format(s).

The Consultant shall perform, inter alia, the following sub-activities (by thematic areas):

* Conduct site visits to work areas, land/assets to be acquired, manufacturing plants, and landfill sites to ensure compliance with project-related legal and regulatory requirements;
* Randomly verify land acquisition procedures, where applicable, and review associated documentation;
* Participate as observer in review meetings with the Contracting Authority and relevant bodies, particularly local administration;
* Review documentation, surveys, and reports submitted by the Contracting Authority, contractors, and consultants;
* Participate in the evaluation of detailed design submissions;
* Ensure supervision engineers provide monthly updates on work progress and quality for each designer and contractor;
* Assist the Contracting Authority in preparing and conducting public consultations; maintain engagement with municipalities and ministry representatives;
* Ensure Environmental Management Plan (EMP) documentation is publicly disclosed in a transparent manner;
* Monitor EMP implementation;
* Coordinate with the Ministry-appointed implementation team to harmonize project activities with all requirements;
* Respond to information requests regarding environmental and social aspects from financiers and interested stakeholders;
* Support procurement processes to ensure compliance with PRAG rules, EIB Guide to Procurement, national law, and specific project requirements;
* Advise on procurement strategies, package implementation progress, and constraints;
* Provide guidance and capacity building to Contracting Authority staff on procurement-related issues, working in coordination with technical specialists;
* Attend progress review meetings and site visits to identify and resolve issues impacting timelines;
* Collaborate with engineers and authorities to implement corrective measures as needed;

The Compliance report, shall be integrated into the bi-annual reporting cycle.

**Task 7: Recommend corrective measures for implementation by the Contracting Authority**

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:

* Type, timing, severity, and actual or potential impact on project implementation;
* Determine if the issue reflects an isolated incident or part of a broader systemic failure;
* Identify linkage to national legislation and/or the Lending Bank’s standards and obligations;
* Specify the responsible party and refer to any applicable contractual provisions;
* Define corrective measures, including implementation timeline, responsible entity, and verification method.

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

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

**Task 8: Develop an Operation and Maintenance Plan for the Project**

The Consultant shall:

* Assess existing procedures for the operation, maintenance, and management of inland waterways (IWW) nationally;
* Prepare a preliminary cost estimate for routine and periodic operation and maintenance of TEN-T IWW corridors;
* Develop a comprehensive financial and implementation plan for future TEN-T IWW maintenance operations;
* Draft the formal documentation required to operationalize the O&M Plan, including rules, regulations, and procedures;
* Prepare terms of reference, technical specifications, contract conditions, and budget estimates for the procurement of services, goods, and works supporting the delivery of the O&M Plan.

**Task 9: Project preparation and procurement support**

The Consultant shall perform the following sub-tasks to ensure that all project activities are performed in line with the Finance Contracts and EIB Guide to Procurement:

* Maintain and regularly update the project procurement plan in accordance with implementation progress;
* Prepare draft contract notices and tendering documentation, including:
  + Expressions of interest (EOIs);
  + Requests for proposals (RFPs);
  + Prequalification documents;
  + Tender dossiers and draft contracts for goods, works, and consulting/non-consulting services,
* Review and revise documents as needed, ensuring alignment with the procurement schedule;
* Attend pre-tender, proposal, and application meetings; draft minutes accordingly;
* Respond to bidder/applicant queries and complaints during procurement procedures;
* Participate as observer in Contracting Authority-led evaluation committees and:
  + Review and recommend revisions to draft evaluation reports;
  + Support the negotiation, award, and contract signature phases,
* Liaise with the EIB to obtain clearances and no-objection confirmations for project-related procurement activities;
* Support the PIU in incorporating environmental protection requirements during preparation and implementation, in line with national legislation and lender safeguards;
* Advise on early-stage mitigation and compensation measures to enhance environmental benefits and minimize costs;
* Ensure environmental compliance is embedded in tender documents and contracts for works and supervision services;
* Brief contractors on their environmental obligations;
* Conduct general reviews of procurement performance;
* Prepare related reporting deliverables in accordance with Chapter 7 and support the development of the Consultant’s work timetable and proposal;

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 7. Based on this recommendation and his experience, the Consultant should develop its own proposal:

**Task Deliverable Schedule**

|  |  |  |
| --- | --- | --- |
| 1 | Inception report | By the end of month 1 (see also chapter 7.1) |
| 2 | PIP | By the end of month 3 |
| 4 | Updated Gantt chart, S curve, IFI reports, evidences for disbursement, sources/uses of funds, etc. | Continuous |
| 5 | Bi-annual progress reports | Bi-annually from end of month 6 |
| 6 | Safeguard compliance report as a part of Bi-annual progress report | From end of month 6 |
| 7 | Corrective statements | Ad-hoc |
| 8 | O&M Plan | Final version by end of month 53 |
| 9 | Procurement plans, finance plans | Ad-hoc, at least 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 the Contracting Authority with the Bank in carbon copy.

Once the document is agreed to by the Contracting Authority and the EIB, a final version shall be submitted in e-copy to the Contracting Authority and the EIB.

## 4.3. Project management

### 4.3.1. Responsible body

The Ministry of Infrastructure, Transport and Construction will act as Contracting Authority and will be responsible for managing this contract.

### 4.3.2. Management structure

*Contracting Authority*

The Contracting Authority is the Department for Waterways Transport and Safety of Navigation, Ministry of Construction, Transport and Infrastructure, Republic of Serbia. The Contracting Authority established and maintains the PIU consisting of the PIU management Group and Working group for professional and technical support.

*Consultant*

The Consultant should nominate a TA Operation Coordinator/Director from its head office with sufficient authority to sign the contract, commit the necessary resources, and to take overall responsibility for the performance of the consultancy team. The Programme Coordinator should have a minimum of 10 years experience at a level of senior responsibility and be fully fluent in English.

### 4.3.3. Facilities to be provided by the Contracting Authority and/or other parties

*Contracting Authority*

The Contracting Authority undertakes to ensure that its employees co-operate at all times with the Bank and the Consultant in relation to the provision of Technical Assistance. The Contracting Authority shall promptly provide the Consultant with information and documents at its disposal that may be relevant and necessary to the provision of Technical Assistance. Such documents shall be returned to the Contracting Authority on completion of the Technical Assistance.

The Consultant may request the assistance of the Contracting Authority in obtaining copies of local laws, regulations and information that may affect the Consultant in the performance of its obligations under the Service Contract in the country where the services are to be provided.

Subject to the laws and regulations on foreign labor in the relevant country, the Contracting Authority shall use its best endeavors to ensure that the Consultant’s employees and their dependents obtain the required visas and permits, including work and residence permits.

# 5. LOGISTICS AND TIMING

## 5.1. Location

The services shall be delivered in the Republic of Serbia, both in Belgrade and on the various Project sites. At least 95% of key-person inputs and 100% of Non-Key-Experts inputs must be delivered in the Republic of Serbia.

## 5.2. Start date and period of implementation

The intended commencement date is Q4 2025 and the period of implementation will conclude by mid of 2030 – 54 months. Depending on progress of the Project as a whole, additional services of the same nature may be procured by negotiated procedure using the established rates and inputs, as may be agreed between the Parties.

# 6. REQUIREMENTS

## 6.1. Personnel

The Consultant shall provide the adequate staff (in terms of expertise and time allocation) in order to complete efficiently all the activities required under the scope of the TA operation and to finally achieve the specific and the overall objectives of his contract in terms of time, costs and quality.

Note that civil servants and other staff of the public administration of the partner country or of international/ regional organisation based in the country cannot be recruited as experts, unless prior written approval has been obtained from the Contracting Authority, on a case-by-case basis.

The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts’ profiles. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the following key experts.

The profile of the key expert for this contract must be as follows:

### 6.1.1. Key Experts

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts’ profiles. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the following key experts (inputs are calculated based on an average of 21 working days per month):

**Key Expert 1 - Team Leader (40 months)**

**Qualifications and skills**

* University degree in civil engineering, Project Management or other relevant field;
* Master degree or higher is desirable.

**General experience**

* At least fifteen (15) years of experience in the field of infrastructure management, covering major project planning, general procurement procedures, settlement of contractual disputes, and reporting.

**Specific experience**

* Experience as Team Leader on at least one (1) project related to IWW infrastructure works in the last fifteen (15) years and in relation to the preparation, monitoring and/or supervision of projects in accordance with IFI standards and common practices, including at least one (1) experience with EIB and/or EU funded projects;
* Experience on at least two (2) similar projects in the delivery of technical assistance to public infrastructure managers;
* Experience in projects related to IWW infrastructure works in EU member states is desirable;
* Relevant professional knowledge of the Western Balkans region is desirable;
* Fully conversant with FIDIC contractual conditions.

**Key Expert 2 - Environmental and Social Specialist (14 months)**

**Qualifications and skills**

* University degree in engineering, environmental or social sciences or other relevant field.

**General experience**

* At least ten (10) years of experience in the field of environmental management

**Specific experience**

* Experience on at least three (3) infrastructure projects in relation to the preparation and/or monitoring of environmental and social management measures in accordance with relevant EU Directives and IFI standards. Experience related to compliance with Serbian law on environment will be considered an asset;
* At least one (1) experience as environmental expert for an EU, EIB, WB or EBRD funded infrastructure project;
* Experience in the monitoring of environmental management measures on at least two (2) infrastructure projects. Experience on infrastructure projects on a water body is preferable;
* Additional marks accorded if candidates are conversant with the region and the regional language.

### 6.1.2. Non-Key personnel

For the implementation of the Project, as part of the organisation and methodology of the technical proposal, the tenderers will need to demonstrate their capabilities to effectively mobilise highly qualified non-key experts to carry out the tasks and activities described in the ToR.

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 minimum NKE required to implement the contract shall be as follows[[1]](#footnote-1):

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

1. Procurement specialist(s) with experience in the preparation, reviews, evaluations of tender dossiers including instructions to tenderers, conditions of contract, technical specifications, bills of quantities (BoQ) and drawings in case of works, in accordance with appropriate EIB/EU procedures (PRAG);
2. Civil engineer(s) with experience in IWW ports and locks, river training and dredging works as well as other IWW infrastructure projects;
3. Financial expert(s) with experience in FIDIC standard contracts and/or other international contract conditions;

The assignment of non-key expert staff is expected to require 36 months.

The profile for each non-key expert (i.e. senior/junior) must be indicated clearly, so as to be able to establish which fee rate in the budget breakdown will apply. For the purposes of this contract, Senior experts should have at least 10 years of experience, while Junior experts should have at least 5 years of experience. The classification of the experts as senior/junior is entirely the decision of the consultant, but must nevertheless be communicated to the Contracting Authority when requesting the approval of the experts.

All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the Consultant to select these experts shall be transparent and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded.

The selection of experts shall be subject to approval by the Contracting Authority, after agreement has been obtained from the Contracting Authority.

Note that civil servants and other staff of the public administration of the beneficiary country cannot be recruited as experts, unless prior written approval has been obtained from the Contracting Authority, on a case-by-case basis.

### 6.1.3. Support staff & backstopping

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.

## 6.2. Travel and associated costs

International (mobilization and demobilization) 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.

## 6.3. Office accommodation

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 Contracting Authority.

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

## 6.4. Facilities to be provided by the Consultant

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 consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium 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.

## 6.5. Equipment

No equipment is to be purchased on behalf of the Contracting Authority/beneficiary country as part of this service contract or transferred to the Contracting Authority/beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of a separate supply tender procedure.

## 6.6. 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. Its use is governed by the provisions in the General Conditions and the notes in Annex V of the contract.

It covers the costs for the preparation and delivery of the training plan (for tendering purposes only, assume 2.5 person months delivered in Serbia).

The Provision for incidental expenditure for this contract is EUR 20,000. This amount must be included without modification in the Budget breakdown.

## 6.7. Expenditure verification

The Provision for expenditure verification relates to the fees of the auditor who has been charged with the expenditure verification of this contract to proceed with the payment of further pre-financing instalments if any and/or interim payments if any.

The Provision for expenditure verification for this contract is EUR 25,000. This amount must be included without modification in the Budget breakdown.

This provision cannot be decreased but can be increased during the execution of the contract.

# 7. REPORTS

## 7.1. Reporting requirements

Please refer to Article 26 of the General Conditions. The Consultant is required to provide the following activity progress reports, which are additional to any required in Section 4.2 of these Terms of Reference:

**Report Draft submission:**

**Inception Report**

Within four (4) weeks from the starting date of assignment.

**Interim Progress Reports**

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.

**Final Progress Report**

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 Contracting Authority and the Bank 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; itemize 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 Contracting Authority of the Interim progress report. All invoices (except the request for the pre-financing payment) must be accompanied by:

* Interim progress report approval from the Contracting Authority;
* 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 defined in Article 28 of the General Conditions.

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

* 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;
* Describe the status and results for the assistance given to each project beneficiary;
* Incorporate as an annex the overall Training Report;
* 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 (as defined in Article 28 of the General Conditions and in accordance with the template in Annex VII of the contract).

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 Contracting Authority 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 Contracting Authority in advance.

## 7.2. Submission & approval of progress reports

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

Once this report is agreed to by the Contracting Authority and the EIB, a final version shall be submitted in e-copy to the same persons.

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.

## 7.3. Visibility requirements

The Consultant shall endeavor to publicize any work undertaken and to highlight the participation of the European Investment Bank in the program. The Consultant shall follow the Visual Identity Guidelines, which apply to all information and publicity products to be employed during the Serbian Inland Waterway Infrastructure Implementation Support and Compliance Services contract. The Guidelines are available in electronic format at the following website address:

<https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en>.

# 8. MONITORING AND EVALUATION

## 8.1. Definition of indicators

The Consultant shall propose a monitoring framework based on the logical framework tool as part of the inception report.

## 8.2. Special requirements

Not used.

1. The list of non-key exerts may be changed depending on needs during the implementation of the contract. [↑](#footnote-ref-1)