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1. BACKGROUND INFORMATION

1.1. Partner parties

CEFTA Parties and CEFTA Secretariat.

1.2. Contracting Authority

The Secretariat of the Central European Free Trade Agreement 2006 on behalf of the CEFTA Parties (“the CEFTA Secretariat”).

1.3. Background

CEFTA framework is composed of multiple bodies made of representatives of the CEFTA Parties, supported and coordinated by the CEFTA Secretariat.

- ***CEFTA Secretariat***

Implementation of CEFTA 2006 is supported by a permanent Secretariat located in Brussels established in accordance with the Article 40.2 of CEFTA 2006. The overall function of the Secretariat is to provide technical and administrative support to the Joint Committee and any Body established by it, as defined by its mandate set out in the Joint Committee (hereinafter JC) Decision 1/2018 as amended by JC Decision 10/2024. The functions of the Secretariat can be summarised as follows:

- Support the supervision of the implementation of the CEFTA 2006 by deploying implementation monitoring mechanisms and recommending to the Joint Committee how to enhance the effectiveness of implementation of the Agreement and
- Facilitate the administration of the implementation of the Agreement by: preparing the initial drafts of all documents discussed and adopted by the CEFTA Bodies; supporting the Chair in Office of CEFTA in organisation and follow-up of all meetings of the Joint Committee and of other CEFTA Bodies; preparing and presenting technical opinions to the corresponding agenda items of the meetings of CEFTA Bodies or the ones organised by CEFTA Parties and other Regional or International Organisations; negotiating, co-ordinating, and reporting on donor funded assistance for regional trade related activities; acting as contracting authority by implementing procurement rules in tendering procedures; maintaining the official archive of the Agreement in liaison with the Depositary/Acting Depositary; supporting the implementation of the trade related components of the SEE strategy and the Common Regional Market Action Plans, and all other Actions in the context of any other economic initiatives or in trade related international organisations related to CEFTA; liaising with the European Commission and other relevant partners and donors to secure and manage technical and financial assistance on behalf of the CEFTA Parties in the implementation of any regional strategy or plan which involves CEFTA Bodies and informing regularly the Joint Committee thereof.

In the context of CRM 2.0 governance system, CEFTA Secretariat is in charge of preparing and coordinating of the CEFTA led actions within the Action Plan, mainly grouped in three Areas (Free Movement of Goods, Free Movement of Services and Horizontal Trade measures) and together with the Secretariat of the Regional Cooperation Council it monitors and reports progress back to the Western Balkan leaders.

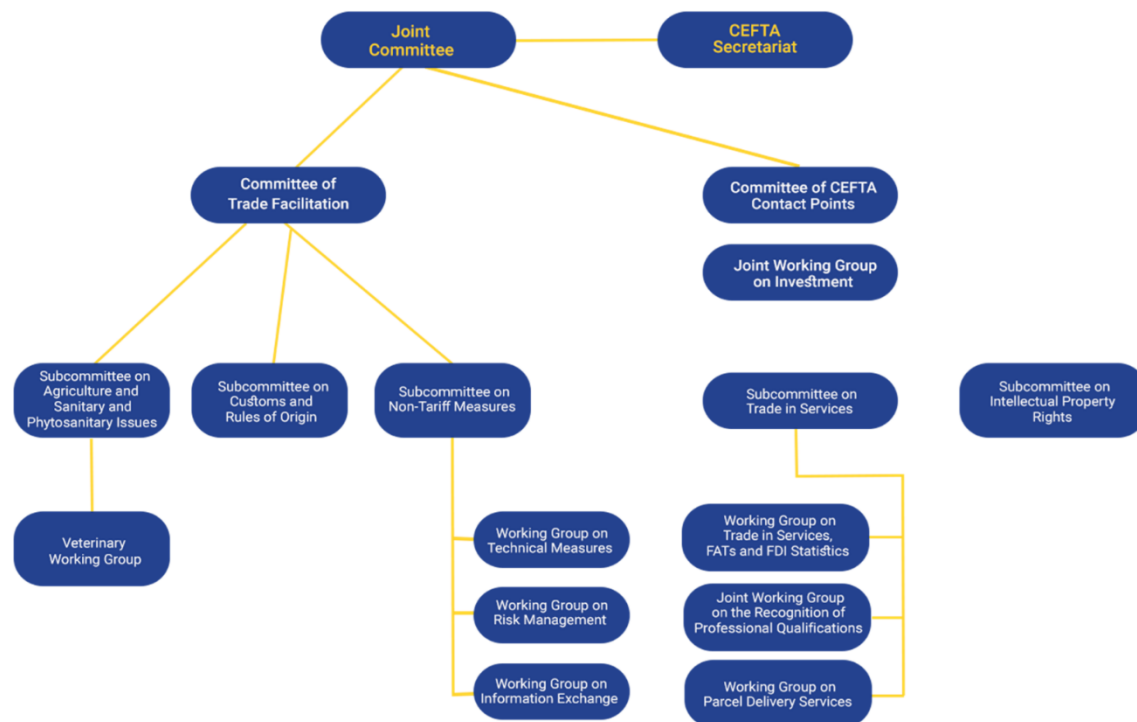
CEFTA Secretariat prepares input on CEFTA activities for regular reports on implementation of CRM 2.0. CEFTA Secretariat takes an active part in the coordination mechanism set for monitoring and governing of the Action Plan. This involves contribution to organisation and participation in the meetings of the Common Regional Market coordinators, which take place multiple times a year. Furthermore, it organises discussions of relevant CRM 2.0 Actions in the meetings of CEFTA Bodies or, when needed, contact points for different CRM activities or designates experts for particular activities. The CEFTA Secretariat may also participate in the meetings related to bilateral, plurilateral or global initiatives involving CEFTA Parties, where issues related to the implementation of CEFTA 2006 or CRM 2.0 may arise. Finally, the CEFTA Secretariat reports to the WB leaders, through active participation in the WB leaders' summits.

- ***CEFTA Bodies***

Joint Committee, hereinafter JC, (CEFTA 2006, Article 40) is the only decision-making body established in accordance with Article 40 of CEFTA 2006 which supervises and administers the implementation of the Agreement. It is composed of the ministers in charge of trade from each Party and it is entrusted to supervise and administer implementation of the agreement. The JC meets at least once a year and can adopt decisions and recommendations. The JC is chaired by one of the parties and this function revolves on an annual basis in order laid out in JC Decision 1/2007 as amended by JC Decision 1/2024.

Committee of Trade Facilitation (JC Decisions 7/2014 and 1/2015) is tasked to develop and broaden cooperation among CEFTA Parties and to address the issues which are related to facilitation of the trade in CEFTA with a view to reduce trade costs, while balancing trade facilitation with increasing requirements for safety and security measures in international and regional supply chain.

Committee of Contact Points (JC Decision No. 1/2015) is tasked to support the smooth functioning of the Agreement and the fulfilment of the decisions, conclusions and recommendations of the Joint Committee both within the Party concerned and with all CEFTA stakeholders.



Subcommittees

Subcommittee on Non-Tariff Measures is tasked to identify non-tariff measures that can potentially have an economic effect on international trade in goods, changing quantities traded, or process or both, review those identified measures and propose measures for their elimination;

Subcommittee on Agriculture including Sanitary and Phytosanitary Issues is tasked to contribute the promotion and facilitate trade in agricultural products and to discuss and coordinate to the maximum extent the policies on agriculture and protection of plant health, animal health and food safety and other relevant areas in accordance with articles 11 and 12 of CEFTA 2006;

Subcommittee on Customs and Rules of Origin is tasked to simplify and facilitate customs procedures and to coordinate implementation of common rules of origin in CEFTA; (in accordance with article 14.4 of CEFTA 2006); and

Subcommittee on Trade in Services is tasked to strengthen and deepen the intra-CEFTA cooperation in the field of trade in services by facilitating the implementation of the commitments in Additional Protocol 6 on Trade in Services.

Subcommittee on Intellectual Property Rights is tasked to develop and broaden cooperation among the CEFTA Parties in relation to Intellectual Property Rights for the purpose of the elimination of trade-related barriers.

Working groups

Working Group on Technical Measures deals with non-tariff measures stemming technical measures with a view of eliminating the discriminatory measures constituting non-tariff barriers to trade.

Working Group on Risk Management deals with management of public authorities and agencies involved in clearance of goods seeking to facilitate while improving the overall quality and deterrence of customs, security, and safety controls and inspections.

Working Group on Electronic Exchange of Information covers issues related to IT capacities and to facilitate trade while improving the overall quality of customs, security and safety controls and inspections.

Veterinary Working Group contributes to the promotion and facilitation of trade in agri-food products within CEFTA, also discussing and coordinating the related policies on agriculture and the protection of animal health and food safety and other relevant areas in accordance with Articles 11 and 12 of the CEFTA 2006.

Working Group on Trade in Services Statistics, FATS and FDI Statistics is tasked to improve the quality of international trade in services statistics and harmonise statistics with those of the European Union.

Working Group on Parcel Delivery is in charge of activities aimed at facilitating parcel delivery within CEFTA, in particular through implementation of JC Decision 3/2024.

Joint Working Group on the Recognition of Professional Qualifications deals with mobility of professionals by facilitating and supervising the implementation and application of cooperation in the area of the recognition of professional qualifications.

Joint CEFTA-RCC Working Group on Investment Policy and Promotion is established with the aim to deepen trade and investment links, and support policies that are non-discriminatory, transparent and predictable and that enhance the flow of goods, investment, services and people.

SEED+ project

The purpose of this action is to develop and implement the system SEED+, which will enable electronic exchange of trade documents in the Western Balkans in line with the provisions and actions agreed in CEFTA Additional Protocol 5 (AP5).

The Grant Contract was signed with the European Commission in January 2024 for a duration of 3 years.

Two SEED+ project staff are based in the CEFTA Secretariat in Brussels: Project Manager and Project Assistant.

1.4. Current situation in the sector

Implementation of CEFTA 2006 and the new Common Regional Market Action Plan (CRM AP) 2025-2028 requires taking decisions of legal nature, that already now comprise complex CEFTA Body of law. This body of law consists of CEFTA 2006 Agreement, its annexes and protocols, as well as decisions and recommendations of its decision-making body - the Joint Committee (hereinafter: CEFTA legal instruments).

The effectiveness of this cooperation relies on the choice of the proper format, good legal review and clarity of legal commitments undertaken in the given legal instruments.

CEFTA Secretariat is requiring external legal assistance to prepare the legal texts generated by the CEFTA Bodies, perform legal scrubbing, maintain coherence and efficiency of the existing CEFTA body of law and legal consultation on the implementation of the already existing provisions.

In the previous CRM AP 2021-2024 more than 16 CEFTA legal documents were prepared and agreed, while in the current CRM 2025-2028 it's envisaged that around 20 legal documents will be developed. Moreover, the previous legal documents, including the additional protocol (AP7) on dispute settlement, that have been agreed will need to be implemented where additional legal support will be required. Besides that, several administrative and project related documents such as contracts are also requiring precise legal language and consistency.

1.5. Related programmes and other donor activities

The work will be closely coordinated with other initiatives and EU funded actions in the region in relation to the implementation of the work programme of CEFTA Bodies, based on Chairmanship priorities.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

The overall objective of the Action Grant of which this contract will be a part is to support implementation of the CRM 2.0 based on CEFTA 2006 (specific objective), in order to (i) to contribute to socioeconomic growth in the region and convergence with the EU through deeper trade integration and improved market access; (ii) foster the implementation of the EU *acquis* pertaining to the EU Single Market in order to accelerate accession to the EU across the region; and (iii) enhance good neighbourly relations (overall objective).

2.2. Specific objective (s)

The purpose of this contract is to ensure smooth and reliable implementation of the Common Regional Market Action Plan 2025-2028 and CEFTA 2006 and body of law and policies based thereon, as well as effective and legally sound expanding of CEFTA 2006 and related body of law and policies.

2.3. Expected outputs to be achieved by the Contractor

Based on the request of the CEFTA Secretariat, the Contractor will provide legal services resulting in:

- Sound legal texts in the form of appropriate CEFTA legal instruments that are clear, precise and well-structured, applying a harmonised drafting style and consistent terminology and formulation
- Legal input that ensures the systemic coherence of the CEFTA body of law, including verification that new instruments align with CEFTA 2006, its annexes and protocols and existing Joint Committee acts, as well as the identification of inconsistencies, overlaps or gaps
- Legal advisory products that facilitate informed decision making, including analyses, interpretations, and recommendations, best practices and other forms of expert input, supporting alignment with relevant elements of the EU *acquis* and recognised international standards.
- Expert presentations and participation in discussions, official meetings and answering ad-hoc questions
- Any other output requested by the Secretariat supporting the overall objective (2.1) in line with capacities and skills of service providers

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

The main assumptions:

- Activities under CEFTA are performed without major delays and stalemates,
- CEFTA Secretariat has enough capacities to generate and absorb requests to the external service supplier

3.2. Risks

The main risk is related to big disturbances in functioning of CEFTA institutional framework which would result in activities being blocked or significantly delayed, which would result in no need for rendering service. Risk probability: very low

Insufficient institutional and administrative capacity to effectively participate in the development and implementation of the CEFTA legal acts may jeopardise the ongoing processes in CEFTA. Risk probability: low.

4. SCOPE OF THE WORK

4.1. General

4.1.1. Project description

Implementation of CEFTA 2006 and CRM AP requires taking decisions of legal nature, that already now comprise complex of a CEFTA body of law. This body of law is embedded in the CEFTA 2006 Agreement, its annexes and protocols, as well as decisions and recommendations of its decision-making body, the Joint Committee. The effectiveness of this cooperation depends on selecting the appropriate legal format, ensuring thorough legal review and securing clarity and precision in the obligations set out in the respective legal instruments.

To this end, the service provider will make available legal assistance to support the CEFTA Secretariat in preparing legal texts to be considered by the CEFTA bodies, conducting the legal scrubbing, and ensuring the overall coherence, consistency and functionality of the CEFTA body of law. The Contractor will also assist with legal consultations concerning the implementation of existing provisions of CEFTA 2006 and any other relevant sources of international law.

4.1.2. Geographical area to be covered

N/A

4.1.3. Target groups

The main beneficiary of this assignment is the CEFTA Joint Committee. The final beneficiaries are the CEFTA Parties.

4.2. Specific work

In order to achieve the contract objective, the experts need to provide:

- Legal review of draft and final legal texts in any form of CEFTA instruments, and related documents at any stage of their development, including drafting, negotiation and adoption.
- Legal consultations on the interpretation and application of CEFTA 2006 and any other act forming part of the CEFTA 2006 legal framework.
- Legal advice on matters of international law, international trade law, European law and any other legal issues relevant to decision-making and policy development in the context of CEFTA 2006,
- Expert presentations and participation in discussions and official meetings as well as the provision of replies to ad hoc queries,
- Preparations of explanatory notes, commentaries or justifications accompanying draft legal texts, to support deliberations within CEFTA bodies and to facilitate informed decision making,
- Identification of legal implications of proposed instruments, implementation requirements, interactions with the existing CEFTA legal framework, and possible legal risks,

- Monitoring of legal or policy developments relevant to CEFTA 2006 or the CRM Action Plan, and preparation of legal assessments when requested,
- Any other output requested by the CEFTA Secretariat in support of the overall objective (2.1).

4.3. Project management

4.3.1. Responsible body

The Secretariat of the Central European Free Trade Agreement 2006 will be responsible for the management of the contract.

4.3.2. Management structure

The Director of the CEFTA Secretariat will oversee the implementation of the contract.

The Project Manager in charge of the implementation of this contract is the Technical Expert – Cross-cutting measures.

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

No facilities will be provided by the Contracting Authority.

5. LOGISTICS AND TIMING

5.1. Location

The experts will perform their work from their own offices.

Where required, the experts will be invited to participate in meetings or other events organised under CEFTA structures to present their work, including but not limited to legal advice and consultations, in order to ensure proper understanding by the participants.

If such meetings do not take place in Brussels but in the CEFTA region, travel arrangements will be organised and related travel costs will be borne by the CEFTA Secretariat.

5.2. Start date & period of implementation

The intended start date is 1 January 2026 and the period of implementation of the contract will be until 31 December 2026.

Please see Articles 19.1 and 19.2 of the Special Conditions for the actual start date and period of implementation.

6. REQUIREMENTS

6.1. Personnel

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. 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. All experts must be independent and free from conflicts of interest in the responsibilities they take on.

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:

Key expert 1: Senior Legal Expert

Qualifications and skills

- University degree in law, post graduate is an advantage;
- Knowledge and practical experience of work with international trade issues, in particular Free Trade Agreements;
- Proficiency in English,
- Languages spoken in the CEFTA Region are an advantage;
- Excellent skills with Microsoft Word Office, Excel, PowerPoint, Outlook;
- Strong interpersonal and multicultural relationship skills;
- Ability to manage priorities, work under pressure and meet tight deadlines.

Specific professional experience

- At least 10 years' experience in trade- related areas;
- Knowledge of implementation of international trade law (WTO) and EU law, standards and practices;
- Proven record of previous work in the CEFTA Region is an advantage.

Key expert 2: Legal Expert

Qualifications and skills

- University degree in law, post graduate is an advantage;
- Knowledge and practical experience of work with international trade issues, in particular Free Trade Agreements;
- Proficiency in English;
- Languages spoken in the CEFTA Region are an advantage;
- Excellent skills with Microsoft Word Office, Excel, PowerPoint, Outlook;
- Strong interpersonal and multicultural relationship skills;
- Ability to manage priorities, work under pressure and meet tight deadlines.

Specific professional experience

- At least 5 years' experience in international and regional trade agreements, in particular the experience in legal scrubbing and drafting legal texts in English language,
- Proven record of previous work in CEFTA region is an advantage.

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

6.1.2. Non-key experts

The “Key Expert’s profile” (Annex IV) should not be submitted for non-key experts. However, the tenderer will have to demonstrate in their offer that they have access to experts fulfilling the minimum requirements.

6.1.3. Support staff & backstopping

The contractor will provide support facilities to their team of experts (back-stopping) during the implementation of the contract.

Backstopping and support staff costs must be included in the fee rates.

6.2. Office accommodation

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the contractor.

The costs of the office accommodation are to be covered by the fee rates.

6.3. Facilities to be provided by the contractor

The contractor must ensure that experts are adequately supported and equipped. In particular it must 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 their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

6.4. Equipment

No equipment is to be purchased on behalf of the contracting authority as part of this service contract or transferred to the contracting authority at the end of this contract.

6.5. Incidental expenditure

No provision for incidental expenditure, including the provision for expenditure verification, is foreseen under this service contract.

6.6. Lump sums

No lump sums are foreseen in this contract.

7. REPORTS

7.1. Reporting requirements

There must be a final report, a final invoice and the financial report at the end of the period of implementation of the tasks. The draft final report must be submitted at least one month before the end of the period of implementation of the tasks. Note that these interim and final reports are additional to any required in Section 4.2 of these Terms of Reference.

Each report must consist of a narrative section and a financial section. The financial section must contain details of the time inputs of the experts.

To summarise, in addition to any documents, reports and output specified under the duties and responsibilities of each key expert above, the Contractor shall provide the following reports:

Name of report	Content	Time of submission
Inception report	Analysis of existing situation and work plan for the project	No later than 1 month after the start of implementation
Draft final report	Short description of achievements including problems encountered and recommendations.	No later than 1 month before the end of the implementation period.
Final report	Short description of achievements including problems encountered and recommendations; a final invoice and the financial report; all legal opinions requested and provided; deliverables in annex.	Within 1 month of receiving comments on the draft final report from the project manager identified in the contract.

7.2. Submission & approval of reports

The reports referred to above must be submitted to the Project Manager identified in the contract. The Project Manager is responsible for approving the reports and the time-sheets of the experts.

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