

ANNEX II: TERMS OF REFERENCE

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1. BACKGROUND INFORMATION

1.1. Partner parties

The Signatory Parties of the Central European Free Trade Agreement (CEFTA) 2006 ("Agreement") ("CEFTA Parties").

1.2. Contracting Authority

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

1.3. Background

The Central European Free Trade Agreement ("CEFTA") 2006 provides the regulatory and institutional framework for regional trade integration among its Parties and supports their progressive integration into the European Union ("EU") Single Market.¹

The CEFTA Joint Committee is the highest decision-making body of CEFTA and is responsible for administering the Agreement and supervising its implementation. The Joint Committee is supported by the Committee of Contact Points, the Committee of Trade Facilitation, the Subcommittee on Agriculture including Sanitary and Phytosanitary Issues, the Subcommittee on Customs and Rules of Origin, the Subcommittee on Non-Tariff Measures, the Subcommittee on Trade in Services, and specialised working groups established under or reporting to these bodies.²

The CEFTA Secretariat, based in Brussels, is the permanent administrative structure supporting the operation of CEFTA. Its overall function is to provide technical and administrative support to the Joint Committee and the bodies established by it, including by facilitating their work, supporting the preparation and implementation of CEFTA regulatory instruments and work programmes, monitoring and reporting on implementation, and coordinating relevant technical assistance and cooperation with external partners.³

In parallel with the EU accession process, the CEFTA Parties contribute to the implementation of the Common Regional Market Action Plan 2025–2028 ("CRM 2.0"), a regionally driven initiative aimed at deepening regional economic integration, promoting digital transformation and accelerating convergence with the EU Single Market. Within the CRM 2.0 governance framework, CEFTA is responsible for implementing trade-related activities under the pillars on the Free Movement of Goods, Free Movement of Services and Horizontal Trade Measures.⁴

The implementation of Additional Protocol 6 to the CEFTA Agreement on Trade in Services ("AP6") represents one of the key priorities under the Free Movement of Services pillar.⁵

Facilitation of Motor Third Party Liability ("MTPL") insurance has formed part of the CEFTA regulatory-cooperation agenda since 2021. This work seeks to reduce insurance-related costs and documentary requirements affecting movement within CEFTA, while ensuring the effective protection of persons injured in road-traffic accidents involving visiting vehicles. The initiative is

¹ Central European Free Trade Agreement 2006, CEFTA Regulatory Documents: <https://cefta.int/regulatory-documents/>

² CEFTA Joint Committee Decision No.1/2015 on the Establishment of CEFTA Bodies, as amended: [Decision-No-1_2015-on-Establishment-of-CEFTA-Bodies-1.pdf](#)

³ CEFTA Joint Committee Decision 1/2018 on the Functioning of the Secretariat, as amended by Joint Committee Decision No.10/2024: https://cefta.int/wp-content/uploads/2021/07/1_Decision-1_2018-on-CEFTA-Secretariats-Functions.pdf

⁴ Common Regional Market Action Plan 2025–2028, CEFTA Regulatory Documents: <https://cefta.int/regulatory-documents/>

⁵ Additional Protocol 6 on Trade in Services, CEFTA Regulatory Documents: <https://cefta.int/regulatory-documents/>

also reflected in Action 2.3.4 of CRM 2.0, which envisages progress towards more efficient and digitally enabled arrangements for cross-jurisdictional MTPL insurance.⁶

In 2023, the CEFTA Secretariat commissioned specialised expertise to assess the regulatory, institutional and operational MTPL arrangements applicable among the CEFTA Parties. The assessment covered, among other matters, the territorial scope and cost of insurance cover, participation in the Green Card System and the Council of Bureaux' Multilateral Agreement, relevant bilateral arrangements, and the respective roles of competent authorities, insurance undertakings and Insurance Bureaux. It included consultations with the Parties, their Insurance Bureaux and the Council of Bureaux, and resulted in an indicative Roadmap that was discussed with the Bureaux in November 2023 and presented to the Subcommittee on Trade in Services ("SC-TiS") on 22 November 2023.⁷

Building on this work, the Joint Committee adopted Recommendation No. 1/2024 on the Facilitation of Motor Third Party Liability Insurance within CEFTA on 9 October 2024. The Recommendation sets out a common policy objective under which motorists whose MTPL insurance has the necessary territorial coverage should be able to move within CEFTA without being required to carry a Green Card or similar proof of insurance. It also promotes the digitalisation of insurance issuance and relevant exchanges of information. The Recommendation identifies intermediary measures to be pursued within one year of its adoption and the final objective to be pursued within two years.⁸

During 2025, the Secretariat prepared an Explanatory Memorandum, a draft Joint Committee Decision and a draft Memorandum of Understanding between Parties' Insurance Bureaux. These documents examined possible CEFTA-level and inter-bureaux approaches to implementation and were presented at the 20th meeting of the SC-TiS on 26–27 November 2025. The SC-TiS agreed to establish a Technical Expert Group bringing together the competent administrations or supervisory authorities and the relevant Insurance Bureaux. The documents remain working drafts and no final determination has been made regarding the preferred regulatory or operational approach.⁹

At present, information on the implementation of the intermediary measures has not been consolidated across all CEFTA Parties. Differences also remain in the regulatory and operational arrangements governing cross-Party MTPL cover. A common implementation pathway, including the appropriate relationship between any CEFTA regulatory instrument and arrangements concluded among Parties' Insurance Bureaux, has therefore not yet been agreed. The 2023 assessment, Recommendation No. 1/2024 and the documents prepared in 2025 provide the basis for the next stage of technical and policy discussions.

1.4. Current situation in the sector

Motor third-party liability ("MTPL") insurance protects persons injured in road-traffic accidents by ensuring that civil liability arising from the use of motor vehicles is covered. In cross-jurisdictional traffic, the applicable framework also determines the territorial validity and proof of insurance, the identification of the responsible insurer or Insurance Bureau, the handling of claims and compensation in cases involving uninsured or unidentified vehicles.

⁶ CEFTA Subcommittee on Trade in Services Work Programmes 2021–2026 (to be provided to contractor at the inception of the assignment); Common Regional Market Action Plan 2025–2028, Action 2.3.4 (see footnote 4).

⁷ CEFTA Secretariat, CEFTA 2022-13, Facilitating Motor Third Party Liability Insurance (Green Card) within CEFTA, Final Report, 22 December 2023. To be provided to contractor at inception of the assignment.

⁸ CEFTA Joint Committee Recommendation No. 1/2024 on the Facilitation of Motor Third Party Liability Insurance within CEFTA, adopted on 9 October 2024. Available at: [JC-Recommendation-No.-1_2024-on-the-Facilitation-of-Motor-Third-Party-Liability-Insurance-within-CEFTA.pdf](#)

⁹ CEFTA Secretariat, **Facilitating Motor Third Party Liability Insurance (Green Card) within CEFTA – Way Forward**, Explanatory Memorandum, 12 November 2025; draft Joint Committee Decision and draft Memorandum of Understanding between Insurance Bureaux; conclusions of the 20th meeting of the CEFTA Subcommittee on Trade in Services, 26–27 November 2025. To be provided to contractor at inception of the assignment.

Within the EU, the principal framework is Directive 2009/103/EC, as amended by Directive (EU) 2021/2118.¹⁰ It requires compulsory MTPL insurance and provides for EU-wide validity of cover issued against a single premium. It also regulates, among other matters, insurance checks, minimum amounts of cover, claims representatives, information centres and compensation bodies, including protection where an insurer becomes insolvent. The EU *acquis* operates alongside inter-bureaux arrangements that support cross-jurisdictional claims handling and enable vehicles to circulate without routine presentation of an individual insurance document.

At international level, these arrangements are organised principally through the Green Card System, originating in UNECE Recommendation No. 5 and administered through cooperation among national Insurance Bureaux within the Council of Bureaux.¹¹ Its Internal Regulations provide both for the traditional Green Card certificate and, among Bureaux covered by the Multilateral Agreement, for a registration plate-based presumption of insurance. The system complements domestic MTPL legislation by establishing reciprocal guarantees and procedures for claims handling and financial settlement among participating Bureaux.

CEFTA Parties participate in these arrangements on different legal and operational bases. Consequently, proof-of-insurance requirements and arrangements for cross-jurisdictional claims are not uniform for all movements within CEFTA. Implementation of Joint Committee Recommendation No. 1/2024 must therefore take account of the CEFTA legal framework, the Parties' domestic MTPL systems and EU-approximation processes, and the applicable rules of the Green Card System. Together, these elements provide the context for preparing the MTPL Implementation Roadmap and any subsequent CEFTA, inter-bureaux or related instruments.

1.5. Related programmes and other donor activities

Implementation of the assignment will be coordinated, where appropriate, with regional initiatives and EU- or donor-funded activities relevant to the facilitation of cross-jurisdictional mobility, trade in services, insurance regulation and approximation with the EU motor insurance *acquis*. Such coordination will be undertaken under the guidance of the CEFTA Secretariat and in accordance with the CEFTA Bodies' Work Programme and CRM 2.0.

Relevant coordination and exchange of information may include:

1. activities of the Regional Cooperation Council related to the overall coordination and monitoring of CRM 2.0;
2. the programme *Support to Trade Facilitation and Trade in Services*, funded under the Instrument for Pre-accession Assistance and by the German Federal Ministry for Economic Cooperation and Development and implemented by GIZ, insofar as its activities support the implementation of AP6 and the Free Movement of Services pillar; and
3. relevant European Commission and other donor-supported assistance concerning approximation with the EU motor insurance *acquis*, insurance supervision, consumer protection, digitalisation and cross-jurisdictional mobility.

Given the institutional nature of the MTPL framework, appropriate technical exchange will also be maintained with the Council of Bureaux, the Insurance Bureaux of the CEFTA Parties, competent authorities and supervisory bodies. Although these are not donor initiatives, their involvement is

¹⁰ Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability, OJ L 263, 7.10.2009, p. 11, as amended by Directive (EU) 2021/2118, OJ L 430, 2.12.2021, p. 1, in particular Articles 1–10, 14 and 18–26. Consolidated version available at: [EUR-Lex - 02009L0103-20231223 - EN - EUR-Lex](https://eur-lex.europa.eu/lexuris/ui/02009L0103-20231223-EN-EUR-Lex)

¹¹ UNECE Inland Transport Committee, Recommendation No. 5, adopted on 25 January 1949; Council of Bureaux, **Internal Regulations**, Sections II and III, adopted on 30 May 2002, with Explanatory Memorandum updated on 1 July 2023; **Agreement between the insurers' bureaux of the Member States of the European Economic Area and other Associate States**, adopted on 30 May 2002 and revised on 29 May 2008: Available at: https://www.cobx.org/recherche-indexee?f%5B0%5D=media_type%3Afile&f%5B1%5D=view_compensia_only%3A0

important for ensuring that the Roadmap and any subsequent instruments take due account of the Green Card System, applicable inter-bureaux arrangements and the operational requirements of cross-jurisdictional claims handling.

Coordination will aim to make use of relevant existing analysis and technical assistance, avoid duplication and ensure consistency with related regional and EU-supported activities. It will not prejudice the policy choices or the regulatory and institutional form of the framework to be developed through the competent CEFTA and stakeholder processes.

2. OBJECTIVE & EXPECTED OUTPUTS

2.1. Overall objective

The overall objective (Impact) to which this action contributes is:

To facilitate the movement of motorists and vehicles among the CEFTA Parties through efficient, reliable and sustainable arrangements for the recognition and verification of Motor Third Party Liability (“MTPL”) insurance, while safeguarding the effective protection of persons injured in road-traffic accidents and supporting convergence with the EU motor insurance acquis and the relevant international MTPL framework.

2.2. Specific objective(s)

The specific objective (Outcome) of this contract to support the implementation of Joint Committee Recommendation No. 1/2024 on the Facilitation of Motor Third Party Liability Insurance within CEFTA.

2.3. Expected outputs to be achieved by the Contractor

The expected outputs of this contract are as follows:

Output 1 – Policy Options Note and Draft MTPL Implementation Roadmap

The Contractor shall prepare a concise Policy Options Note and a Draft MTPL Implementation Roadmap, building on the assessments, consultations and draft instruments already prepared under the CEFTA MTPL initiative.

The Policy Options Note shall present a balanced assessment of the principal regulatory, institutional and operational approaches available for implementing Recommendation No. 1/2024. It shall distinguish, as appropriate, between matters falling within the competence of CEFTA Bodies and the Parties and those requiring commitments or arrangements among Parties’ Insurance Bureaux or other competent actors. The assessment shall take account of the relevant CEFTA framework, the EU motor insurance acquis, the Council of Bureaux’ framework and existing bilateral and multilateral arrangements.

The Draft MTPL Implementation Roadmap shall translate the objectives of Recommendation No. 1/2024 into a sequenced and time-bound implementation pathway. It shall identify the principal workstreams, responsible and contributing actors, expected results, dependencies, consultation and decision points, indicative timelines and any matters requiring further policy or institutional guidance.

Indicative submission: no later than 30 November 2026.

Output 2 – Final MTPL Implementation Roadmap and Recommendation on the Framework Architecture

Following consultation with the CEFTA Secretariat, the relevant CEFTA Bodies and technical working structure, the CEFTA Parties, Insurance Bureaux and other relevant stakeholders, the Contractor shall revise and finalise the MTPL Implementation Roadmap.

The output shall include a reasoned recommendation on the preferred architecture for the CEFTA MTPL framework. The recommendation shall explain the respective functions that would need to be performed through a Joint Committee instrument, an inter-bureaux arrangement, Party-level measures or other relevant instruments, without substituting for the policy and institutional decisions of the competent actors.

The Final Roadmap shall be accompanied by a concise decision note summarising the options considered, the recommended approach, its principal implications and any issues remaining for decision. A comment matrix recording the treatment of substantive comments shall be provided.

Indicative submission: no later than 31 December 2026.

Output 3 – Initial Draft of the Selected CEFTA MTPL Implementation Instruments

Following written guidance from the Contracting Authority on the preferred framework architecture, the Contractor shall prepare or revise the regulatory, operational and supporting instruments required to implement the selected approach.

Depending on the policy choice, the output may include a draft Joint Committee Decision and explanatory memorandum, a draft inter-bureaux agreement, memorandum, protocol or other appropriate arrangement, relevant model provisions or coordinated Party-level measures, and supporting technical or implementation requirements. Only the instruments required by the selected approach and requested by the Contracting Authority shall be prepared.

The draft package shall clearly allocate the relevant responsibilities and provide an adequate basis for technical, regulatory and institutional consultation and subsequent negotiations among the competent actors.

Indicative submission: within twelve weeks following written guidance from the Contracting Authority. The target date is 30 June 2027, subject to such guidance being provided sufficiently early.

Output 4 – Final Draft CEFTA MTPL Implementation Package and Final Report

Following consultation and negotiations supported under the assignment, the Contractor shall revise and finalise the selected draft implementation instruments.

The final package shall be legally coherent, operationally workable and internally consistent. It shall take appropriate account of the CEFTA regulatory and institutional framework, the relevant EU motor insurance acquis, the Council of Bureaux' rules and the arrangements applicable among the CEFTA Parties. It shall be suitable for consideration and, as applicable, adoption by the competent CEFTA Bodies and/or conclusion by the relevant Parties' Insurance Bureaux or other competent actors.

The output shall be accompanied by:

- a concise explanatory and implementation note;
- a final comment matrix recording the treatment of substantive comments;
- an implementation and readiness checklist identifying the principal steps and responsibilities associated with adoption or conclusion, domestic implementation and operational activation; and

- a concise Final Report summarising the work undertaken, consultations supported, outputs produced, outstanding issues and recommended follow-up, where appropriate.

Any unresolved policy, regulatory or institutional matters shall be clearly identified and shall not be resolved by assumption.

Indicative submission: no later than 15 December 2027.

The service will be paid on the basis of the delivery of the specified output(s). Payments might be totally or partially withheld if the contractual result(s) have not been reached in conformity with the detailed terms of reference. Payment(s) is/are based on the approval of this/these the following four (4) deliverable(s) (output(s)). Partial payment has to be determined according to the partial implementation of the output(s).

3. ASSUMPTIONS AND RISKS

3.1. Assumptions underlying the project

Successful implementation of the assignment is based on the following assumptions:

- the policy objective established by Joint Committee Recommendation No. 1/2024 and CRM 2.0 Action 2.3.4 remains applicable throughout the assignment;
- the CEFTA Parties continue to support the implementation process and nominate appropriately mandated representatives of the competent administrations or supervisory authorities and the relevant Insurance Bureaux;
- an appropriate CEFTA technical working structure is convened and provides a forum for timely consultation, consideration of policy options and consensus-building;
- the CEFTA Parties, Insurance Bureaux and other competent institutions provide available legislation, information, data, comments and clarifications within the consultation periods established by the CEFTA Secretariat;
- the CEFTA Secretariat provides the Contractor with the existing assessments, draft instruments, meeting records, consolidated comments and institutional guidance required for delivery of the outputs;
- relevant external stakeholders, including the Council of Bureaux where appropriate, are available for targeted consultation;
- guidance on the preferred framework architecture is provided sufficiently early in 2027 to allow the selected implementation instruments to be prepared, consulted and finalised within the implementation period; and
- developments in the relevant CEFTA framework, EU motor insurance acquis or Council of Bureaux' rules can be accommodated without fundamentally changing the scope of the contract.

3.2. Risks

Implementation of the assignment may be affected by the following risks:

- delays in nominating representatives, convening the technical working structure or receiving information and comments from the CEFTA Parties, Insurance Bureaux or other stakeholders;
- divergent regulatory, institutional, financial or operational positions that delay agreement on the Roadmap or the preferred framework architecture;
- uncertainty regarding the mandates or legal authority of particular institutions to undertake the commitments envisaged under a proposed instrument;

- differences in participation in the Green Card System, the Multilateral Agreement and existing bilateral arrangements, which may require differentiated or phased implementation;
- limited availability, quality or comparability of information concerning MTPL coverage, applicable fees, guarantees, claims handling, data exchange and operational readiness;
- delays arising from domestic legislative, administrative or approval procedures, or from decisions and authorisations falling within the competence of institutions outside the CEFTA framework;
- incompatibility of a proposed approach with applicable Council of Bureaux' requirements, existing international commitments or arrangements applicable to individual CEFTA Parties;
- material developments in the EU motor insurance acquis, the Council of Bureaux' rules or relevant technical standards during implementation; and
- a compressed timetable for consultation and decision-making, particularly for completion of the Roadmap by December 2026 and where sequential guidance from several competent bodies or institutions is required during 2027.

The Contractor shall identify emerging risks in a timely manner and advise the CEFTA Secretariat on their possible implications and appropriate adjustments to the work plan. Formal adoption or conclusion of the relevant instruments, completion of domestic procedures and operational activation of the framework remain within the competence of the relevant CEFTA Bodies, Parties, Insurance Bureaux and other responsible institutions and cannot be guaranteed under this contract.

4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

The Contractor shall provide specialised legal, regulatory, insurance and operational expertise to support the CEFTA Secretariat in preparing, consulting and finalising an MTPL Implementation Roadmap for Joint Committee Recommendation No. 1/2024 on the Facilitation of Motor Third Party Liability ("MTPL") Insurance within CEFTA and, subsequently, the regulatory and operational instruments required to establish the CEFTA MTPL framework.

The assignment shall be carried out under the guidance of the CEFTA Secretariat and in consultation with the CEFTA Parties through the Subcommittee on Trade in Services ("SC-TiS") and the relevant MTPL technical working structure, the Contractor shall translate the policy objective established by Recommendation No. 1/2024 into a coherent and practicable implementation pathway.

The assignment shall build on the work already undertaken, including the 2023 MTPL assessment and indicative Roadmap, Recommendation No. 1/2024, the 2025 Explanatory Memorandum and draft implementation instruments, relevant SC-TiS deliberations and work programmes, and the Secretariat's subsequent legal and policy assessments. These materials, together with other relevant documents and available information from the CEFTA Parties and Insurance Bureaux, will be made available to the Contractor at the inception of the assignment.

The assignment shall be implemented in two connected phases. During the first phase, the Contractor shall prepare and support agreement on a time-bound MTPL Implementation Roadmap and provide reasoned advice on the most appropriate architecture for the CEFTA MTPL framework. The Roadmap and the associated policy recommendation shall be completed by 31 December 2026.

The Roadmap shall set out, at an appropriate level of detail:

- the principal regulatory, institutional, financial, operational and technical measures required to implement Recommendation No. 1/2024;
- the respective roles and responsibilities of the CEFTA Bodies, CEFTA Parties, Insurance Bureaux and other competent institutions;

- the proposed sequencing, dependencies, consultation and decision points and indicative timelines;
- relevant readiness, implementation and monitoring arrangements; and
- matters requiring policy guidance, institutional mandates or further technical consideration.

The Contractor shall assess the available implementation options without presuming that a particular instrument or combination of instruments must be selected. The assessment shall distinguish between matters that may be addressed through the CEFTA framework, commitments or arrangements among Insurance Bureaux, relevant Party-level measures and supporting technical or operational arrangements.

During the second phase, following guidance on the preferred architecture, the Contractor shall prepare, consult and finalise the corresponding implementation instruments. Depending on the policy choice of the competent actors, these may include a Joint Committee Decision and accompanying Explanatory Memorandum, an arrangement among Insurance Bureaux, relevant Party-level or model measures, supporting technical provisions, or an appropriate combination thereof.

The Roadmap and draft instruments shall take appropriate account of the CEFTA regulatory and institutional framework, the legislation and institutional arrangements of the CEFTA Parties, the EU motor insurance acquis, the Green Card System, the Council of Bureaux' Internal Regulations and Multilateral Agreement, and relevant bilateral arrangements.

The drafts shall be legally coherent, operationally workable and sufficiently mature for consultation and consideration by the relevant CEFTA Bodies and other competent actors. The Contractor's work shall not prejudice or constrain the powers of the CEFTA Parties, CEFTA Bodies, Insurance Bureaux or other competent institutions to determine, amend, adopt, conclude or implement the final framework.

The assignment is expected to commence in October 2026 and shall be completed by 31 December 2027. Subject to the requirements, outputs and deadlines established by these Terms of Reference, the Contractor shall determine the methodology, sequencing of activities, allocation of time and resources and internal quality-assurance arrangements necessary to deliver the contractual outputs within the implementation period and the agreed global price.

4.1.2. Geographical area to be covered

CEFTA Parties

4.1.3. Target groups

The principal target groups and beneficiaries are the CEFTA Secretariat; the SC-TiS and the relevant MTPL technical working structure; the competent authorities and supervisory bodies of the CEFTA Parties responsible for MTPL insurance and related matters; and the Parties' Insurance Bureaux of the CEFTA Parties.

Other relevant stakeholders may include insurance undertakings and their associations, institutions responsible for claims handling and compensation, authorities responsible for vehicle registration and insurance verification, the Council of Bureaux and relevant European or international institutions.

Indirect beneficiaries include motorists, policyholders, businesses and persons injured in road-traffic accidents involving visiting vehicles, who are expected to benefit from more efficient, reliable and transparent MTPL arrangements among the CEFTA Parties.

4.2. Specific work

The Contractor shall provide all services necessary to achieve the contractual outputs. The Organisation and Methodology submitted with the tender shall describe the proposed approach,

sequencing, allocation of the senior expert's time and quality-control arrangements. The work shall comprise the following components.

Work Package 1 – Inception and review

The Contractor shall review the relevant CEFTA regulatory and institutional framework, Recommendation No. 1/2024, CRM 2.0, previous assessments and draft instruments, relevant SC-TiS documents, available information from the CEFTA Parties and Insurance Bureaux, the EU motor insurance acquis, the Council of Bureaux' framework and relevant bilateral arrangements.

On this basis, the Contractor shall identify any material legal, institutional, operational or information gaps and set out the proposed approach, work plan and consultation arrangements in the Inception Report referred to in Section 7.

The review shall build on the available analysis and shall not constitute a new open-ended assessment of the MTPL sector. Additional information shall be requested only where it is material to the preparation of the contractual outputs.

Work Package 2 – Policy options and Draft MTPL Implementation Roadmap

Drawing on the legal, regulatory, insurance and operational expertise required for the assignment, the Contractor shall prepare the Policy Options Note and Draft MTPL Implementation Roadmap constituting Output 1.

The Policy Options Note shall identify the functions that the CEFTA MTPL framework must perform and provide a balanced assessment of the instruments and arrangements capable of performing them. It shall consider, as appropriate, CEFTA-level instruments, arrangements among Insurance Bureaux, relevant Party-level measures, existing multilateral or bilateral mechanisms and supporting technical arrangements.

The Draft MTPL Implementation Roadmap shall translate Recommendation No. 1/2024 into a sequenced and time-bound pathway. It shall identify the principal workstreams, responsibilities, expected results, dependencies, decision points, indicative timelines and relevant readiness and monitoring arrangements. Issues requiring policy or institutional guidance shall be clearly identified.

The Contractor shall submit the Policy Options Note and Draft MTPL Implementation Roadmap in accordance with the deadline for Output 1.

Work Package 3 – Consultation and finalisation of the Roadmap

The Contractor shall support the CEFTA Secretariat in consulting the SC-TiS, the relevant MTPL technical working structure, the CEFTA Parties, Insurance Bureaux and other relevant stakeholders on the Policy Options Note and Draft MTPL Implementation Roadmap.

This shall include presenting and explaining the proposed Roadmap and policy options, providing the necessary legal and technical clarifications, assessing comments received and distinguishing drafting matters from issues requiring policy or institutional guidance. The Contractor shall support discussions aimed at building consensus on the Roadmap.

Following the consultations, the Contractor shall prepare the Final MTPL Implementation Roadmap, the reasoned recommendation on the preferred framework architecture, the accompanying decision

note and the comment matrix constituting Output 2. The recommendation shall reflect material alternatives and identify any outstanding matters requiring determination by the competent actors.

Output 2 shall be completed no later than 31 December 2026.

Work Package 4 – Preparation of the selected implementation framework

Following written guidance from the Contracting Authority on the preferred framework architecture, the Contractor shall prepare or revise the regulatory, operational and supporting instruments required by the selected approach.

Depending on the policy choice, the draft package may include a Joint Committee Decision and accompanying Explanatory Memorandum; an agreement, memorandum, protocol or other appropriate arrangement among Insurance Bureaux; relevant model or Party-level measures; and supporting technical, data-exchange, governance, monitoring, readiness or activation provisions.

The initial drafts shall address, as relevant, the scope and principles of the framework, the recognition and verification of MTPL cover, the respective responsibilities of the competent actors, claims-handling and guarantee arrangements, information exchange, implementation safeguards and the conditions for operational activation.

The Contractor shall ensure that the proposed instruments are mutually consistent and compatible with the applicable CEFTA framework, relevant EU acquis, Council of Bureaux' requirements and existing arrangements applicable among the CEFTA Parties. Matters requiring further policy guidance, institutional mandates or external approval shall be clearly identified.

The initial draft package shall constitute Output 3 and shall provide an adequate basis for technical, legal and institutional consultation and subsequent negotiations.

Work Package 5 – Consultation, negotiation support and finalisation

The Contractor shall support the CEFTA Secretariat in consulting and, where appropriate, facilitating negotiations among the relevant CEFTA Bodies, CEFTA Parties, Insurance Bureaux and other competent actors on the draft implementation instruments.

This shall include presenting and explaining the drafts, providing legal and technical clarifications, assessing comments and proposed amendments, identifying matters requiring policy decisions and proposing workable drafting solutions consistent with the selected framework architecture.

Following the consultation and negotiation process and instructions from the Contracting Authority, the Contractor shall finalise the selected implementation instruments. The final drafts shall undergo legal, operational and editorial quality assurance to verify the accuracy of legal references, consistency between the instruments, coherence of the proposed procedures and suitability for consideration, adoption and/or conclusion by the competent actors.

The Contractor shall also prepare the explanatory and implementation note, final comment matrix, implementation and readiness checklist and Final Report specified in Sections 2 and 7. These documents, together with the final draft instruments, shall constitute Output 4.

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 contract shall be managed by the CEFTA Secretariat through a Project Manager designated for this purpose.

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 assignment shall principally be implemented remotely from the Contractor's or expert's normal place of work.

Coordination meetings and technical consultations shall normally be conducted online. Where requested by the Contracting Authority, the Contractor shall participate onsite in meetings in Brussels or elsewhere within the CEFTA Parties.

The travel and accommodation costs associated with the onsite meeting participations shall be covered separately by the CEFTA Secretariat in accordance with the applicable rules.

5.2. Start date & period of implementation of tasks

The intended start date is October 2026 and the period of implementation of the contract shall run until 31 December 2027.

Please see point 3 of the main conditions for the actual start date and period of implementation.

6. REQUIREMENTS

6.1. Personnel

The Contractor shall ensure that the assignment is implemented by personnel possessing the qualifications and multidisciplinary legal, regulatory and technical expertise necessary to achieve the contractual outputs. The assignment is expected to be performed principally by one senior expert. The Contractor may provide limited specialist input or internal backstopping where necessary, provided this does not alter the global price or the Contractor's responsibility for the outputs.

Civil servants and other staff of public administrations or international or regional organisations may provide expert input only where duly justified and in accordance with the applicable procurement rules. The tender shall include information on the added value of the proposed expert, potential conflicts of interest and, where applicable, evidence of secondment, authorised leave or another legally permissible arrangement.

Selection of personnel shall be transparent, non-discriminatory and free from professional conflicts of interest. All persons engaged under the contract shall be independent in the responsibilities assigned to them.

6.1.1 Experts

The Organisation and Methodology should demonstrate how the contract will comply with these requirements to accomplish the desired output(s).

Below are minimum requirements defined for the expert who will be responsible for the assignment.

Education

A university degree corresponding to at least Level 7 of the European Qualifications Framework, or equivalent, in law, insurance, economics, finance, public administration or another discipline relevant to the assignment.

General professional experience

At least 10 years of relevant professional experience in motor insurance, insurance law, regulation or supervision, Insurance Bureau operations, international motor-insurance arrangements, claims handling or a closely related field.

Specific professional expertise

The expert shall demonstrate direct practical experience with the Green Card System, Insurance Bureaux or comparable multilateral compulsory motor-insurance arrangements, together with substantial experience in MTPL legislation and services.

Demonstrated experience in preparing or negotiating legally effective agreements, regulatory instruments or comparable implementation frameworks is required.

Experience concerning EU candidate or potential candidate countries, CEFTA Parties or regional economic-integration frameworks shall be considered an asset.

Language skills

Excellent command of written and spoken English.

6.1.2 Other experts, support staff & backstopping

The Contractor shall provide adequate legal, technical, administrative and quality-assurance backstopping.

6.2. Office accommodation

No office accommodation shall be provided by the Contracting Authority.

6.3. Facilities to be provided by the Contractor

The contractor shall 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 CEFTA Secretariat as part of this service contract or transferred to the CEFTA Secretariat at the end of this contract.

7. REPORTS

7.1. Reporting requirements

The contractor will submit the following reports in English in one original and 1 copy(ies):

- **Inception Report:** a maximum of 12 pages, excluding annexes, to be submitted within 10 calendar days from the start of implementation. The report shall set out the Contractor's understanding of the assignment, initial observations, proposed methodology, work programme, consultation and information-validation arrangements, indicative timing of onsite meetings, foreseeable difficulties and proposed risk-management measures. The Contractor shall proceed with the work unless instructed otherwise by the Contracting Authority.
- **Draft final report:** a maximum of 12 pages of main text, excluding annexes, to be submitted sufficiently in advance to allow review and, in any event, no later than 15 November 2027. It shall summarise the work undertaken, consultations supported, outputs produced, principal legal and operational issues addressed, outstanding matters, lessons learned and recommendations for subsequent adoption, conclusion, implementation and operational activation, where appropriate.
- **Final report** with the same specifications as the draft final report, incorporating any comments received from the Contracting Authority. It shall be submitted within five working days following receipt of comments from the Contracting Authority and, in any event, no later than 15 December 2027. The Final Report shall form part of Output 4 and shall be submitted together with the corresponding invoice.

The Contractor shall also provide concise written progress updates where requested by the Contracting Authority, including information on progress towards the contractual outputs, consultations undertaken, emerging risks and matters requiring guidance.

7.2. Submission & approval of reports

One hard copy and one electronic copy of the reports referred to above must be submitted to the project manager identified in the contract. The reports must be written in English. The project manager is responsible for approving the reports.

8. MONITORING AND EVALUATION

8.1. Definition of indicators

The Contractor's performance shall be assessed against the following indicators:

- reports and contractual outputs are submitted within the agreed deadlines and comply with these Terms of Reference;
- the Policy Options Note and MTPL Implementation Roadmap provide a balanced, reasoned and practicable basis for implementing Recommendation No. 1/2024;
- the draft implementation instruments reflect the policy guidance received, are legally and operationally coherent and are suitable for consultation and formal consideration;
- substantive comments received during consultations are appropriately addressed; and
- the Contractor provides timely support and participates effectively in the consultations and meetings requested by the Contracting Authority.

Performance shall be verified through the submitted reports and outputs, comment matrices, meeting records, correspondence and written approvals issued by the Contracting Authority.

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