

ASSIGNMENT TERMS OF REFERENCE**Practical Guide for Implementation of EU Water Resilience Strategy in Slovenian Water
Projects
AA-013422-001**

This Assignment will be awarded in relation to Lot 1 Environment of the Framework Agreement to Support EIB Advisory Services (EIBAS) Activities Inside and Outside EU-27 (TA20210614 R0 FWA)

Acronyms

| | |
|-----------------|--|
| CER | Critical Entities Resilience Directive - Directive (EU) 2022/2557 of the European Parliament and of the Council of 14 December 2022 on the resilience of critical entities |
| CF | Cohesion Fund |
| CPCM | Consultant Procurement and Contract Management Division |
| CV | Curriculum vitae |
| DWD | Drinking Water Directive - Directive (EU) 2020/2184 on the quality of water intended for human consumption. |
| EC | European Commission |
| EIAH | European Investment Advisory Hub |
| EIB or the Bank | European Investment Bank |
| EIBAS | EIB Advisory Services |
| EIB-ENVAD | Environmental Advisory Division at the European Investment Bank |
| ERDF | European Regional Development Fund |
| EU | European Union |
| FWA | Framework Agreement |
| JASPERS | Joint Assistance to Support Projects in European Regions |
| MA | Managing Authority |
| MCRD | Slovenian Ministry of Cohesion and Regional Development (Managing Authority of the Cohesion Fund (CF) and the European Regional Development Fund (ERDF)) |
| MFF | Multiannual Financial Framework |
| MNRSP | Slovenian Ministry of Natural Resources and Spatial Planning (Beneficiary) |
| NIS2 | Directive (EU) 2022/2555 on measures for a high common level of cybersecurity across the Union (NIS2 Directive) |
| TA | Technical assistance |
| TOR | Terms of reference |
| UWWTD | Urban Wastewater Treatment Directive - Directive (EU) 2024/3019 of the European Parliament and of the Council of 27 November 2024 concerning urban wastewater treatment |
| VAT | Value added tax |
| WFD | Water Framework Directive - Directive 2000/60/EC of the European Parliament and of the Council establishing a framework for Community action in the field of water policy. |

I. BACKGROUND INFORMATION

1.1. The European Investment Bank

98-100, Boulevard Konrad Adenauer

L-2950, Luxembourg

Grand Duchy of Luxembourg

The EIB is the financing institution of the European Union (EU). Created by the Treaty of Rome, its shareholders are the Member States of the EU, and its Board of Governors is composed of the finance ministers of these states. The EIB enjoys its own legal personality and financial autonomy within the EU system.

The mission of the EIB is to contribute, by financing sound investment, to the policy objectives of the EU, as laid down in its statutes and in decisions of the European Council.

The EIB contributes towards the integration, balanced development, and economic and social cohesion of the Member States of the EU. To this end, it raises on the markets substantial volumes of funds that it directs on the most favourable terms towards financing capital projects according with the objectives of the EU. Outside the EU, the EIB implements the financial components of agreements concluded under European development aid and cooperation policies.

More background information about the EIB can be found on the website www.eib.org.

1.2. EIB Advisory Services

The EIB offers a large range of advisory services that embrace all stages of the project cycle and beyond, to make investment projects happen inside and outside the European Union.

Advisory activities constitute the third pillar of the Lending, Blending, Advising strategy pursued by the EIB Group. Through this advisory function, the EIB Group supports the European Commission, Member States and public authorities, private enterprises and financial intermediaries in pursuit of the overarching goals – to accelerate the green and digital transition and promote social and economic cohesion.

1.3. Mandate

The Mandate financing the Assignment is JASPERS. JASPERS provides since 2006 free assistance to local authorities and promoters in delivering high-quality projects for EU-funded investments, with a focus on cohesion. Within the European Union, JASPERS combines the policy expertise of the European Commission and the project experience of the EIB. Co-funded by the European Commission, JASPERS is EIB's largest advisory programme.

JASPERS has provided advisory support to managing authorities, intermediate bodies and final beneficiaries of the Cohesion Fund (CF) and the European Regional Development Fund (ERDF) on the strategic planning, development and implementation of high-quality investment projects, across several infrastructure sectors.

1.4. Background on the Assignment

The Slovenian Ministry of Cohesion and Regional Development (MCRD) and the Ministry of Natural Resources and Spatial Planning (MNRSP) have approached the EIB to request support under the JASPERS mandate for the preparation and strengthening of the water and wastewater project pipeline¹ to be co-financed under the Multiannual Financial Framework (MFF) 2028–2034, specifically within Slovenia's EU Cohesion Policy Programme 2028–2034.

¹ Public water supply, wastewater collection and treatment including sludge management

A number of water sector projects have already been prepared for financing, while others are at various stages of preparation or have not yet commenced. The Managing Authority for Slovenia's EU Cohesion Policy Programme recognises that projects prepared by municipalities and water utilities may not yet be fully aligned with the objectives of the new EU Water Resilience Strategy, nor with the additional requirements introduced by the latest EU water sector legislation.

It is against this background, that the Slovenian Ministry of Cohesion and Regional Development and the Ministry of Natural Resources and Spatial Planning have requested JASPERS support to assist the project pipeline in implementing the EU Water Resilience Strategy and in ensuring that requirements stemming from new and revised EU water policy directives are adequately reflected in water project preparation.

The drinking water and wastewater project pipeline can include all measures relevant to water utility operations and infrastructure, however it is expected that the main focus will be resilience, efficient operations and compliance with the new Drinking Water Directive, the new Urban Wastewater Treatment Directive and Water Framework Directive. The Slovenia's EU Cohesion Policy Programme 2028–2034 is currently under preparation.

The Beneficiary of this assignment is the Slovenian Ministry of Natural Resources and Spatial Planning.

The target audience of the Guide comprises project promoters, notably municipalities and water utilities, as well as their consultants.

II. OBJECTIVES AND PURPOSE

The objective is to provide the project promoters with a practical guide on what to consider and implement in regard to the new EU Water Resilience Strategy and new(er) core directives that form the legal backbone of the EU water legislation when preparing public water and wastewater projects to be cofinanced under Slovenia's EU Cohesion Policy Programme 2028–2034 and/or any other available financing.

III. ASSUMPTIONS AND RISKS

○ **Assumptions underlying the project**

It is expected that the main stakeholders will fully cooperate with the EIB and the Service Provider to ensure the successful completion of the Assignment.

○ **Risks**

Change in legislation, guidance or new developments coming from the EU during the assignment.

IV. SPECIFIC SERVICES, TASKS TO BE PERFORMED AND TECHNICAL DELIVERABLES TO BE PRODUCED

4.1. Tasks to be performed

In particular, the requested support focuses on the preparation of a **practical guide for project promoters**, addressing:

- the integration of the key objectives and measures of the EU Water Resilience Strategy into the preparation of public drinking water supply and wastewater projects; and
- the new and revised legal compliance requirements relevant for public drinking water supply and wastewater projects, including project gap analysis and the identification of necessary upgrade measures in already prepared projects as well as projects under preparation.

Task 1: Kick off meeting

Kick off meeting in Ljubljana with presentation of the Service Provider's methodology for the development of the Guide and the draft outline of Guide chapters and annexes. The Service Provider shall collect inputs and comments from sector representants², the MCRD, MNRSP and EIB/ENVAD.

Task 2: Key strategy objectives and measures

Task 2.1³: Identify and analyse the key objectives and measures of the EU Water Resilience Strategy that are relevant to public drinking water and wastewater projects, as well as best practices in energy and water efficiency, digital transformation and cyber security. Where relevant, additional EU legislation, guidance, and strategic frameworks should be identified and integrated to ensure a comprehensive and coherent guide.

Task 2.2: Assess how the identified objectives and measures can be transferred and implemented according to best international practice into public drinking water and wastewater projects.

Task 2.3: Develop concrete, user implementable examples and case studies to demonstrate in practice what measures can be implemented to make public drinking water and wastewater projects resilient. The examples should cover key components of the water cycle relevant to such projects, from source abstraction through to the discharge and/or reuse of treated wastewater and sludge. Where relevant the measures should be categorised as high, medium and low cost and impact.

Task 2.4: Develop user-friendly checklists and action lists to identify gaps in existing projects and to recommend project upgrade opportunities.

Task 3: New legal requirements in the water sector

Task 3.1⁴: Identify the new(er) requirements introduced by the core Water Directives, amongst other the new Drinking Water Directive, new Urban Wastewater Treatment Directive, Water Framework Directive and EC guidance that are relevant to public drinking water and wastewater projects.

Task 3.2: New environmental legislation which can affect the water sector.

Task 3.3: Develop a methodology for screening projects prepared by water utilities and municipalities (but not yet approved) with a view to identifying gaps and additional needs/tasks necessary to ensure compliance with the additional requirements coming from new Directives as identified under Task 3.1.

Task 3.4: Develop user-friendly checklists and action lists to identify gaps and to specify necessary project upgrade actions.

Task 4: Screening of Slovenian public drinking water and wastewater projects

The objective of this task is to obtain knowledge of current practice and to identify gaps in project preparation in Slovenia during MFF 2021-2027 as well as understanding which water resilience

² MCRD/MNRSP may invite sector representants.

³ The analysis in Task 1 shall where relevant link to the core directives that form the legal backbone of the EU water legislation, the EU Cybersecurity Act, the NIS2 Directive, the Critical Entities Resilience (CER) Directive and the Taxonomy Regulation,

⁴ The analysis in Task 2 shall focus on the core directives that form the legal backbone of the EU water legislation, but shall also consider other relevant requirements originating from amongst other the NIS2 Directive, the Critical Entities Resilience (CER) Directive and the Taxonomy Regulation when relevant.

issues are predominant relevant in Slovenia. Findings and conclusions shall feed into completing Task 1 and 2 and in tailoring the guide for the Slovenian water sector context.

Task 4.1: Screen **four Slovenian project** examples to further understand gaps and opportunities for improvement to strengthen alignment with the EU Water Resilience Strategy and other.

Task 4.2: Screen four Slovenian project examples to further understand gaps in compliance with new(er) EU legislation.

Task 4.3: Provide support to the MNRSP in gathering information from municipalities, e.g. input to a water sector stakeholder query asking 'what type of water resilience problems Slovenia is facing, anticipated challenges related to the future and foreseen gaps. This shall include summarising the feedback. The collection of data is foreseen to be done through the homepage of the MNRSP.

The project examples will be selected and provided by the MCRD and MNRSP.

Task 5: Preparation of the draft practical guide and workshop

Prepare a Practical Guide tailored for municipalities, water utilities and project designers in Slovenia that details:

- The findings and conclusions under Task 1 and a practical guidance on integrating water resilience investments into public drinking water and wastewater projects, aligned with the EU Water Resilience Strategy and other, in order to support the achievement of its objectives and improve project resilience. This shall include concrete, user-implementable examples and case studies.
- The findings and conclusions under Task 2, and a practical methodology for reviewing projects prepared (but not yet approved), to identify compliance gaps and to define the necessary tasks and measures to upgrade them in line with additional requirements coming from new(er) EU legislation. This shall include user-friendly checklists to identify gaps and to specify necessary project upgrade actions.

The Service Provider shall design and deliver one workshop on the draft Guide to collect inputs and comments from the MCRD, MNRSP, selected municipalities/utilities/representatives from the Slovenian water sector and EIB/ENVAD. This shall be a physical Workshop in Ljubljana in the premises of the ministry including online transmission and recording. The MCRD shall arrange for the invitation of the participants for the workshop. Online transmission type TEAMS open only for invites that cannot participate physically.

The draft Guide shall be submitted latest 2 weeks in advance of the Workshop.

Task 6: Practical guide submission and training

The service provider shall design and deliver one training with the participation of the MCRD, MNRSP and selected Municipalities/Utilities focusing on the content and implementation of the Practical Guide in public drinking water and wastewater projects. This shall be a physical training session in Ljubljana in the premises of the ministry including online transmission and recording. The MCRD shall arrange for the invitation of the select participants for the training. An additional on-line (only) training session open for a broader audience such as the Slovenian municipalities and utilities may be required.

The Guide shall be submitted to the MCRD, MNRSP and EIB/ENVAD latest 2 weeks in advance of the training.

All material shall be submitted in original format, e.g. word, excel, PowerPoint, etc. for the future use of the MCRD, MNRSP and EIB.

4.2. Technical Deliverables to be produced

In relation to the above referred tasks, The Service Provider shall produce the following technical deliverables:

| Related task | Name of the deliverable | Content | Due date of submission |
|--------------|-------------------------------|--|--|
| Task 1 | Kick off meeting in Ljubljana | Presentation of the methodology for development of the Guide, draft outline of Guide chapters and annexes. Collection of input/comments | No later than 2 weeks after the start of implementation period |
| | Draft outline of the Guide | Draft Index of the Guide (list of chapters and annexes) | No later than 4 weeks after the start of implementation period |
| Task 2 | Draft Guide Chapters | Draft Task 2 Guide chapters and annexes | No later than 4.5 months after the start of implementation period. |
| Task 3 | Draft Guide Chapters | Draft Task 3 Guide chapters and annexes | No later than 4.5 months after the start of implementation period. |
| Task 4 | Project screening | Project screening to be incorporated under Task 2+ 3 | No separate submission, results to be included in Task 2 and 3 deliverables. |
| Task 5 | Draft Guide | Draft Guide | No later than 5.5 months after the start of implementation period |
| | Workshop in Ljubljana | Workshop in Ljubljana on the results of the analysis and findings and on the draft Guide Collection of input/comments | No later than 6 months after the start of implementation period. |
| Task 6 | Final Guide | Final Guide | No later than 6.5 months after the start of implementation period. |
| | Presentation and training | Training session in Ljubljana Training material (PowerPoint, handouts) | No later than 8 months after the start of implementation period. |

See section 8.3 below for further information regarding the submission and approval process of the technical deliverables.

V. START DATE AND PERIOD OF IMPLEMENTATION, LOCATION, LOGISTICS.

5.1. Start date & period of implementation

The Contract shall enter into force on the date of confirmation of receipt of the appointment letter by the Service Provider (the "Effective Date").

The intended start date is **September 2026** (the “Start Date”) and the services shall be provided for a period of **10 months** from this date (the “Period of Implementation”). All tasks to be performed under the Contract will have to be completed within the Period of Implementation of the Assignment. All technical deliverables and administrative reports to be produced under the Contract will have to be submitted by the Service Provider and approved by the EIB within period of implementation of the Assignment.

The Services shall be provided from the “Start Date” until the earliest of:

- the written approval by the Bank of the Completion Report or of the final deliverable (if a Completion Report is not foreseen) as described in section 8.2. below or section 4.2 respectively, which shall not be unreasonably withheld by the Bank, or
- the expiry of 13 months from the Start Date (the “End Date”), save where the Service Contract is terminated in accordance with Appendix C of the Service Contract/Framework Agreement. The performance of the Services shall not commence before the Start Date.

Note: The Implementation Period (and not the End Date) may be extended due to delays attributable to the materialisation of risks associated with the assignment or third parties. An extension shall not cover contract management deficiencies attributable to the Service Provider. Any extension of the implementation period shall be decided and initiated by the EIB and will be communicated in writing to the Service Provider. In the event of an extension, the EIB, in discussion with the Service Provider, will also amend the time schedule for the submission of the outstanding deliverables.

5.2. Should the necessity to perform additional services which were not included in these Assignment Terms of Reference and which would have become necessary to the completion of the Assignment arise, the EIB reserves the right to amend the contract and to extend the scope of the services and/or the duration of the contract in accordance with the terms and conditions of the Framework Agreement and of these Assignment terms of reference.

5.3. Location

The Services shall be performed from the Service Provider’s own professional premises.

Key and non-key experts mobilised under the Assignment shall be available for phone conversations and video-conferences.

The Service Provider shall in the Technical and Financial Proposals consider that two experts of the Service Provider’s team shall attend three physical meetings in the office of the Ministry of Natural Resources and Spatial Planning in Ljubljana. This shall include:

- Kick-off meeting
- Workshop on the draft Guide
- Training session on the final Guide

5.4. Logistics (Office accommodation and administrative support facilities to be provided to the Service Provider’s experts mobilised under the Assignment)

The Service Provider

The Service Provider 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.

No office, secretarial, communication or transport facilities are due to be provided by the EIB or by Beneficiary.

The EIB

The EIB will provide the Service Provider, upon request, with all information relevant to the TA which is available to it and not covered by any confidentiality agreements and will fully cooperate with the Service Provider in order to achieve the best results.

The Beneficiary

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

The Beneficiary shall provide suitable facility for the kick-off meeting, Workshop and training session planned in this TOR.

VI. CONTRACT MANAGEMENT

6.1. Responsible body and management structure.

The European Investment Bank, through the Consultant Procurement and Contract Management (CPCM) Division within the Advisory Services, will act as Contracting Authority.

At the EIB, the Environmental Advisory Division, will be responsible for the management, the technical and administrative follow up of the contract. During the course of the Assignment, the Service Provider will report to the EIB Assignment Responsible appointed by the Environmental Advisory Division. The contact details of the EIB Assignment Responsible will be communicated to the Service Provider following the award of the Contract.

The Service Provider shall submit technical deliverables in advance of the Kick-off meeting, Workshop and Training and shall receive feedback at meetings and/or comments in writing. The Service Provider shall consider this feedback and comments in the final deliverables

The Framework Manager of the Service Provider's Framework Management Team shall nevertheless remain the sole interlocutor of the EIB for tendering, contractual and financial aspects of the Assignment and he/she will be required to react within two working days to any communication made by the EIB. In particular, should the necessity to amend any of the following elements of the Contract:

- Duration of the period of implementation;
- Scope of services (e.g. modification of specific tasks, replacement of specific tasks with others etc);
- Amount payable to the Service Provider or budget redistribution (ventilation);
- Terms of Payment (payments schedule);
- Composition of the team of expert (i.e. replacement of key experts or mobilisation of non-key-experts);

arise, the Framework Manager of the Service Provider's Framework Management Team would be the interlocutor of the EIB's Assignment Responsible and CPCM.

The Technical Director of the Service Provider's Framework Management Team will be expected to provide high-level guidance to the experts assigned to the Contract. He/she will sign off all outputs required under the Contract and will maintain the final responsibility for the quality control of the work carried out at the level of the Assignment, independent on whether he/she has carried out the quality checks himself/herself or this was done by any other staff of the consortium (if applicable).

VII. RESOURCE REQUIREMENTS

The Service Provider 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 assignment and to finally achieve the specific and the overall objectives of his contract in terms of time, costs and quality.

All experts must be independent and free from conflicts of interest⁵ in the responsibilities they take on.

7.1. Key experts

Key experts have a crucial role in implementing the contract. These Assignment Terms of Reference contain the required key experts' profiles. The tenderer shall submit CVs and Statements of Exclusivity and Availability for the key experts mentioned below in their Technical Proposal.

The Team Leader will act as primary focal point to the EIB.

Key Expert I: Team Leader (Category I):

| | |
|----------------------------------|--|
| Qualifications | Bachelor's Degree or an equivalent academic degree in economics, finance, engineering, or business administration (minimum requirement) |
| General professional experience | A minimum of fifteen (15) years of experience in the water sector (minimum requirement). |
| Specific professional experience | <p>The expert must have specific knowledge and experience in the area of EU funds, EU policies, EU policy making and EU regulatory environment in the water sector as demonstrated by involvement in a minimum of three (3) projects or studies (minimum requirement).</p> <p>Two (2) of these projects within the past 5 years (asset).</p> <p>The expert must have experience in the public drinking water and wastewater collection and treatment sector in EU Member States, as demonstrated by involvement in a minimum of three (3) projects or studies in the area (minimum requirement).</p> <p>Two (2) of these within the past 5 years (asset).</p> <p>The expert must have experience in collaboration and teamwork, demonstrated by a minimum of three (3) years of experience, either as a team leader or team member, participating in international teams (minimum requirement).</p> <p>The expert shall have experience as a team leader in a minimum of two (2) projects (minimum requirement).</p> |
| Language and other Skills | Excellent working command of English language (CEFR C1) (minimum requirement) |

Key Expert II: Water expert (Category I):

⁵ For instance, an expert cannot exercise impartially and objectively the tasks assigned to him/her under the Assignment for reasons involving family, emotional life, political or national affinity, economic interest.

| | |
|----------------------------------|---|
| Qualifications | Bachelor's Degree or an equivalent academic degree in water engineering, civil engineering or environmental engineering (minimum requirement) |
| General professional experience | A minimum of fifteen (15) years of experience in the preparation and implementation of projects compliant with EU legislation in the water sector (minimum requirement). |
| Specific professional experience | <p>The expert must have experience in development of public drinking water and wastewater collection and treatment projects compliant with EU legislation and strategies in EU Member States (Pre-Feasibility/Feasibility Study), demonstrated by a minimum of five (5) years of experience. This shall be demonstrated by a key team member function in a minimum of 5 projects (minimum requirement).</p> <p>Two (2) of these projects within the past 5 years (asset).</p> <p>The expert must have experience in best international practice for public drinking water and wastewater projects including also best practices in energy and water efficiency and digital transformation, as demonstrated by three (3) projects or studies in the area (minimum requirements).</p> <p>Knowledge and experience with preparation of Slovenian public drinking water and wastewater projects and Slovenian legislation relevant for the water sector (minimum requirements).</p> |
| Language and other Skills | <p>Excellent working command of English language (CEFR C1) (minimum requirement).</p> <p>Good working command of Slovenian language (minimum requirement).</p> |

7.2. Non-key experts

The key experts are expected to be supported by **non-key experts** holding expertise and experience complementary to that of the key experts identified above. **The team as a whole shall** have in depth knowledge and experience with, but not limited to:

- EU Water Resiliency Strategy.
- EU environmental legislation and core water directives and strategies.
- Knowledge and experience with best international practice within public drinking water and wastewater operations/project development including also best practices in energy efficiency, water efficiency and digital transformation.
- Knowledge and experience with preparation of Slovenian public drinking water and wastewater projects and Slovenian legislation relevant for the water sector.

Further and, as far as relevant for water utility operations and public water and wastewater projects, the team shall also have experience with:

- EU Cybersecurity Act and the NIS2 Directive
- Critical Entities Resilience (CER) Directive
- Taxonomy Regulation

Non-key experts shall be of a category I or II.

CVs for non-key experts should **not be submitted** in the Proposal but the tenderer will have to demonstrate in their technical proposal that they have access to experts with the required professional profiles.

The mobilisation of all non-key experts under the Assignment is subject to **prior approval** by the EIB. Before mobilising any non-key expert, the Service Provider will have to submit a formal request to the EIB Assignment Responsible by e mail. The request will have to include, not only the CV of the proposed non-key expert, but also information on his/her role under the assignment and clarity on the task(s) the expert will be assigned to. The request will also specify whether the expert proposed belongs to the category of expert I, II. In no case shall a non-key expert be mobilised without a prior approval by the EIB Assignment Responsible.

7.3 Other aspects

In case of doubt on the professional profile received, the EIB may require evidence of the above skills.

If during the implementation of a Contract, the EIB judges the expert(s) unable to meet the level of quality required for preparing the written outputs such as reports, the Service Provider will provide, at no additional cost to the EIB, immediate additional support for these outputs to meet the appropriate standards. Should the EIB require the replacement of an expert for important reasons (i.e. for consistently failing to meet the requirements of the AToR), the Service Provider will take the necessary steps to propose a replacement solution to the EIB at the shortest term possible.

7.4 Expected inputs

The expected input of the experts under this assignment is 160 person days.

For the purpose of elaboration of the financial proposal, the following is to be foreseen: The estimated amount of working days expected from the Service Provider's experts over the duration of the Assignment is as follows:

| Category | Inputs (expert-day) |
|-----------------------------|---------------------|
| Category I Key experts | 74 |
| Category I Non key experts | 43 |
| Category II Non key experts | 43 |

These figures are only indicative and shall in no case be considered as binding.

VIII. TECHNICAL DELIVERABLES & ADMINISTRATIVE REPORTS

8.1. Technical Deliverables

See section 4.2 above.

8.2. Administrative Reports

In addition to the technical deliverables identified above the Service Provider shall provide the following administrative reports:

| Name of report | Content | Due date of submission |
|-----------------------------|------------|--|
| Inception Report | See below | No later than 2 weeks after the start of implementation. |
| Progress Reports: Quarterly | See below | No later than 2 weeks after the end of each three-monthly implementation period. |
| Completion Report | See below. | No later than 1 month before the end of the implementation period. |

The administrative reports should be short and precise

Inception Report shall confirm the aims of this technical assistance. In the report, the Service Provider shall describe e.g. initial findings, progress in collecting data, any difficulties encountered or expected in addition to the work programme proposed in the offer.

If there are any proposed modifications to the original Terms of Reference due to changed circumstances after arrival on site, which would have become necessary to the completion of the Assignment, the EIB reserves the right to amend the contract and to extend the scope of the services and/or the duration of the contract in accordance with the terms and conditions of the Framework Agreement.

The detailed work plan for completion of the activities proposed in the Technical Proposal will be repeated and will include a detailed work plan for interrelated, sequential and complex activities with project log-frame matrix.

Quarterly Progress Report will contain the following elements:

A narrative section made of: A summary of the task performed in the frame of the Assignment in the reported period, including progress and key achievements.

- Information on delays, bottlenecks and potential risks (if any) that may influence the outcome of the performance of the planned activities and the submission of technical deliverables, including interventions and specific actions to be taken during the next reporting period to ensure timely delivery of the project, if necessary.
- defining the milestones to be achieved in the next reporting period.
- The narrative section will include as annexes a copy of all technical deliverables/reports/documents/material produced during the reporting period.

A financial section made of:

- For the period covered by the Report: A financial report including all information related to services to be provided on a time and material basis, covering fees payable for the experts mobilised and itemised expenses eligible for reimbursement, as well as pre-financing amounts to be cleared with the invoice for the relevant period.
- Editable excel sheet with summary of timesheets by day/expert/price.
- A summary of the financial situation covering the entirety of the assignment since its start (fees payable for the experts mobilised and itemised expenses eligible for reimbursement).
- Annex A - For the period covered by the Report: annexes for all approved expenses and for all business trip undertaken by the Service Provider's expert, copies of all original invoices and airplane boarding passes (where applicable) as well as a copy of the ex-ante approval by the EIB of the authorisation for expenditure.
- Annex B - For the period covered by the Report: signed and completed timesheets for the experts. Timesheets will be established for each expert having been mobilised. Timesheets will report, for each month, the days worked and the activities having been performed. The timesheets shall clearly identify each task which was undertaken. The smallest unit adopted for timesheets shall be ½ day.

The timesheet shall be co-signed by the Service Provider's expert, and by the Service Provider's Team Leader

Completion Report will contain the following:

- a summary of the services performed during the Assignment with reference to the tasks/deliverables set out in the Assignment Terms of Reference
- a synthesis of all analysed projects presenting the main issues solved and the remaining aspects to be tackled
- lessons learned as regards the activities performed and recommendations for the MA and beneficiaries
- if any, a statement summarising the various difficulties encountered and an evaluation of the impact of the above-mentioned difficulties in terms of the project itself, total cost for the Assignment and deadlines

The Completion Report shall also include as annex:

- A copy of all deliverables/reports/documents/material produced during the Assignment.
- Reports from training and workshop sessions with list of participants, recorded material and all PowerPoints and other documents provided to the audience.

8.3. Submission & approval of technical deliverables and administrative reports

The draft technical deliverables and administrative reports required in the Assignment ToR will be made available in electronic format. They will have to be provided in Microsoft Word compatible format, in a single file or with a series of files following a structure that makes it easy to print and generate hard copies, with all support files also attached). All produced spreadsheets have to be provided in Microsoft Excel compatible format, including all underlying formulas. Such formulas shall be unprotected and available to the EIB. All produced presentations have to be provided in Microsoft PowerPoint compatible format.

The EIB will have 15 working days to examine each report. Should the EIB request amendments, the Service Provider will be requested to re-submit the report within 5 working days following the request, completed and adequately amended.

The Service Provider shall in the assignment implementation schedule consider collection and management of comments on the technical deliverables from the MCRD, MNRSP and EIB/ENVAD.

8.4. Visibility requirements

The Service Provider shall endeavour to publicise any work undertaken and to highlight the participation of the JASPERS and of the European Union (EU) in the programme.

The technical assistance (TA) operation is financed under the JASPERS Mandate. To ensure the visibility of JASPERS, the JASPERS logo, the EC logo as well as the EIB logo should appear on the cover page of reports produced under the TA contract.

THE JASPERS, EIB and EC LOGOS MAY NOT BE USED FOR ANY OTHER PURPOSE.

The following disclaimer should also be included: *"This Report should not be referred to as representing the views of the European Investment Bank (EIB), of the European Commission (EC) or of other European Union (EU) institutions and bodies. Any views expressed herein, including interpretation(s) of regulations, reflect the current views of the author(s), which do not necessarily correspond to the views of the EIB, of the EC or of other EU institutions and bodies. Views expressed herein may differ from views set out in other documents, including similar research papers, published by the EIB, by the EC or by other EU institutions and bodies. Contents of this Report, including views expressed, are current at the date of publication set out above, and may change without notice. No representation or warranty, express or implied, is or will be made and no liability or responsibility is or will be accepted by the EIB, by the EC or by other EU institutions and bodies in respect of the*

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IX. TYPE OF CONTRACT, BUDGET, REMUNERATION AND INVOICING

9.1. Type of Contract

Services will be provided on a time and material basis

9.2. Budget

The maximum budget for the present assignment is 182,000 EUR, out of which a maximum amount of 6,000 EUR as expenses eligible for reimbursement.

9.3. Remuneration

The Service Provider shall be paid on the basis of:

- (i) A fixed daily rate exclusive of expenses and of VAT related to the performance of the services of each Key Expert (Category I) from his/her own professional premises Service Provider's home office / from the expert's home office. This daily rate shall not exceed the contractual maxima set in the Offer for the FWA for experts of category I.
- (ii) A fixed daily rate exclusive of expenses and of VAT related to the performance of the services of each Non-Key Expert (category I) from his/her own professional premises Service Provider's home office / from the expert's home office.
This daily rate shall not exceed the contractual maxima set in the Offer for the FWA for experts of category I.
- (iii) A fixed daily rate exclusive of expenses and of VAT related to the performance of the services of each Non-Key Expert (category II) from his/her own professional premises Service Provider's home office / from the expert's home office.
This daily rate shall not exceed the contractual maxima set in the Offer for the FWA for experts of category II.

Expenses eligible for reimbursement

The EIB shall reimburse expenses incurred during business trips necessary to deliver the requested tasks outside the Service Provider's home office subject to prior authorisation by the EIB Assignment Responsible.

Upon submission of such relevant invoices received from the Service Provider, all authorised travel and accommodation expenses shall be refunded, provided that copies of all original invoices are submitted, including copies of all airplane boarding passes (where applicable). Before undertaking any business trip or undergoing any expense potentially eligible for reimbursement, the Service Provider shall address a request for expenses/travel authorisation to the EIB Assignment Responsible in charge. Such request shall provide a detailed budget estimate (see here-under for information the main categories of expenses eligible for reimbursement).

| | |
|------------------|--|
| - Air | - Economy Class. Business class shall be authorized only where the air travel includes three or more hours of actual flight |
| - Rail | - Day: first class Night: single sleeper |
| - Hotel expenses | - Only room and breakfast charges of hotel approved by the Assignment Responsible |
| - Taxis | - Each journey to be itemized and supported by a receipt where possible (N.B. Reasonable use of taxis without prior agreement will be accepted). |
| - Other | - Eligibility of other expenses should be verified in advance. |

9.4. The maximum amount payable to the Service Provider for expenses eligible for reimbursement is 6,000 EUR.

9.5. Invoicing

The Service Provider shall issue an invoice:

- Within 10 working days following the submission and approval by the EIB of each Quarterly Progress Report covering the preceding calendar period,
- Within 10 working days following the submission and approval by the EIB of the Completion report.