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TERMS OF REFERENCE PORTS SECTOR ADVISOR

I. BACKGROUND

1. The Government of [STATE] as part of its overall PPP Program, has identified the Ports Sector as one of the priority infrastructure sectors for PPP investment. A number of prospective Port projects have been identified for development.
2. To support [PPP UNIT], the [PUBLIC AUTHORITY] and the [PUBLIC AUTHORITY], two experienced individual consultants with hands on government experience of successfully overseeing the preparation of Ports projects and taking them to financial close (each hereinafter referred to as the "consultant") are sought to provide technical and other advice to [PUBLIC AUTHORITY] and [PUBLIC AUTHORITY].
3. The contracts will be structured as "standing offer" arrangements with level of days established and drawn down on an as required basis over a set timeframe.

II. OBJECTIVES

4. The objective of this assignment is to provide advisory services to the [PUBLIC AUTHORITY] and [PUBLIC AUTHORITY] on key aspects of Port PPP project preparation and negotiations. These services are detailed more fully in Section III (Scope of Work).

III. SCOPE OF WORK

5. The Consultant will provide a range of advisory services to [PUBLIC AUTHORITY], coordinated with the [PUBLIC AUTHORITY] and its advisory team under the following four areas:
 - Development of a PPP strategy in the Ports sector
 - The consultant will assist the [PUBLIC AUTHORITY] and [PUBLIC AUTHORITY] to think through strategy of implementing PPP Ports, project selection, setting up the PPP capacity including PPP nodes and project teams for each project, and the coordination of [PUBLIC AUTHORITY] / [PUBLIC AUTHORITY] efforts for each project with other stakeholders (Government and private sector);
 - Review of various port PPP opportunities, assess the studies currently available, identify additional data needed and help to identify PPP structures that will provide value for money; and

V. Delmon Rigby, LEGPS, October 2014

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- Assist and advise the [PUBLIC AUTHORITY] on hiring additional support for management of the Ports PPP program, including through a management contract.
- Development of *Transaction Advisor (T-Ad)* TORs, Contract Negotiation and Management:
 - Advice and input to the preparation of T-Ad TORs;
 - Participation on Selection/Evaluation Committees;
 - Advice on negotiations strategy and tactics;
 - Assist the [PUBLIC AUTHORITY] and [PUBLIC AUTHORITY] to supervise transaction advisors hired for Port PPP projects; and
 - Provision of Monitoring Assessments on T-Ad advice, deliverables and implementation.
- Development of *Stakeholder Communication Strategy* and Implementation:
 - Advice and support to the development and implementation of international exchange programs to facilitate the transfer of lessons learned regarding tolling practices in other countries.
- Development and implementation of *Safeguards Strategies* to address social and environmental issues related to transactions:
 - Advice on preparation of project-specific Environment and Social Impact Assessments (ESIAs) and Resettlement Action Plans (RAPs);
 - Advice on stakeholder and community outreach strategies, as required, for specific projects.
- Development and implementation of *Investor Conferences and Project/Portfolio Road Shows*:
 - Preparation and/or advice on the design, scheduling and strategy for PPP investor conferences and project road shows;
 - Preparation and/or advice on investor prospectus documents.

IV. CONDUCT OF WORK

6. **Workplans Reports:** The contract will be based on pre-determined total budget, drawn down on basis broadly defined "Assignment Inception Report" further specified by way of agreed "monthly workplans" to be discussed with and approved by the [PUBLIC AUTHORITY] in consultation with the [PPP UNIT]. These workplans will set out specific deliverables, level of effort dis-aggregated by deliverable, timing/milestones and cost implications including travel and other "out-of-pocket" expenses.
7. **Assignment Progress Reports:** The consultant will prepare short one-page Assignment Progress Reports within [_____] working days of the end of the month. The report will summarize progress on workflow items and deliverables and any constraints and remedial actions taken or proposed during the preceding month.

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8. **Mid-Assignment and End-Assignment Reports:** The Consultant will prepare a mid-term report detailing assignment outcomes and constraints to date and recommended remedial actions and a final report two weeks before the conclusion of the assignment.
9. **Coordination with the Government of [STATE]:** The consultant will ensure close collaboration with [PUBLIC AUTHORITY] and [PUBLIC AUTHORITY].
10. **Assignment Location:** The consultant can remain based in country of domicile, but will be available for travel to and extended period missions to [STATE and elsewhere as approved in Monthly Workplans throughout duration of mission. The [PUBLIC AUTHORITY] will provide office facilities for the consultant during visits to [STATE].
11. The contract will be administered by the Project Implementation Unit (PIU) with overall supervision from the Director of the [PPP UNIT] in accordance with the guidelines set out in the Implementation Manual (PIM).

V. DELIVERABLES

12. The Consultant will deliver the following work products:
 - **Workplan and Progress Reports:** Overall Inception Report detailing priority activities and monthly and mid-term and end-of-assignment reports as outline above (Total of [_____]);
 - **Technical and other Advisory Reports:** As specified in approved Monthly Workplans;
13. All deliverables will be submitted to the principal at the [PUBLIC AUTHORITY] assigned to oversee this assignment, copied to the relevant person in the PIU and to the [PPP UNIT] Director. Approval of deliverables will be by the [[PUBLIC AUTHORITY].

VI. CONTRACT DURATION AND TERMS OF PAYMENT

14. The level of effort for this assignment is [_____] days at [_____] per day to be draw down over a two year period plus cost of travel and accommodation for time on assignment away from country of residence. Payment will be made on Monthly basis in accordance with level of effort as per approved workplans and receipt and acceptance of monthly progress report and attached technical and other advisory deliverables. Travel and accommodation will be reimbursed based on approved workplan in writing and in advance, indicating class of travel, timing and location.