

CONSILIUL JUDETEAN TULCEA R.A. ADMINISTRAȚIA ZONEI LIBERE SULINA

Sediu social Strada 1, nr. 202, 825400, SULINA C.U.I. 3053425, Atribut fiscal RO Nr. O.R.C. Tulcea J 36/678/1993 Nr. Operator date personale 1282/2004

Hotărârea nr. 624/17.07.2023

privind aprobarea incheierii Acordului de Parteneriat intre Regia Autonoma Administratia Zonei Libere Sulina si Banca Europeana pentru Reconstructie si Dezvoltare, in vederea selectarii si contractarii de servicii de consultanta si asistenta tehnica specializata pentru intocmirea studiului de oportunitate si a documentatiei de licitatie pentru concesionarea bunurilor imobile aflate in administrarea regiei, precum si aprobarea asigurarii cofinantarii pentru serviciile de consultanta si asistenta tehnica specializata

Consiliul de Administrație al R.A. Administrația Zonei Libere Sulina numit prin Hotărârea Consiliului Județean Tulcea nr.13/28.01.2022, întrunit în ședința ordinara din data de 17.07.2023, legal constituit;

Având în vedere:

- Referatul nr.2754/13.07.2023 referitor la necesitatea incheierii Acordului de Parteneriat intre Regia Autonoma Administratia Zonei Libere Sulina si Banca Europeana pentru Reconstructie si Dezvoltare, in vederea selectarii si contractarii de servicii de consultanta si asistenta tehnica specializata pentru intocmirea studiului de oportunitate si a documentatiei de licitatie pentru concesionarea bunurilor imobile aflate in administrarea regiei, precum si aprobarea asigurarii cofinantarii pentru serviciile de consultanta si asistenta tehnica specializata, intocmit de Managerul atragere fonduri d-na. Alina Picu;
- Acordul de parteneriat nr.2744/12.07.2023 si Acordul de cofinatatare cu fundamentarea cofinantarii pentru serviciile de consultanta si asistenta tehnica specializata nr.2745/12.07.2023 transmise de catre Banca Europeana pentru Reconstructie si Devoltare;

In temeiul prevederilor art.13 alin.(4) lit. a), lit.f) si lit.i) din Regulamentul de Organizare și Funcționare al R.A Administrația Zonei Libere Sulina aprobat prin HCJ 27/6/31.08.2012, modificata si completata prin Hotărârea Consiliului Județean Tulcea nr.130 /31.10.2015,

HOTĂRÂȘTE:

- Art. 1. Consiliul de Administrație ia act de Referatul nr.2754/13.07.2023 referitor la necesitatea incheierii Acordului de Parteneriat intre Regia Autonoma Administratia Zonei Libere Sulina si Banca Europeana pentru Reconstructie si Dezvoltare, in vederea selectarii si contractarii de servicii de consultanta si asistenta tehnica specializata pentru intocmirea studiului de oportunitate si a documentatiei de licitatie pentru concesionarea bunurilor imobile aflate in administrarea regiei, precum si aprobarea asigurarii cofinantarii pentru serviciile de consultanta si asistenta tehnica specializata, intocmit de Managerul atragere fonduri d-na. Alina Picu, precum si de documentele de parteneriat nr. 2744/12.07.2023 si nr. 2745/12.07.2023, transmise de catre Banca Europeana pentru Reconstructie si Dezvoltare.
- Art.2. Consiliul de Administrație aproba incheierea Acordului de Parteneriat intre Regia Autonoma Administratia Zonei Libere Sulina si Banca Europeana pentru Reconstructie si Dezvoltare, in vederea selectarii si contractarii de servicii de consultanta si asistenta tehnica specializata pentru intocmirea studiului de oportunitate si a documentatiei de licitatie pentru concesionarea bunurilor imobile aflate in administrarea regiei, acord ce reprezinta Anexa nr.1 care face parte integranta din prezenta.

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- **Art. 3.** Consiliul de Administrație aproba si asigurarea cofinantarii reprezentand un cuantum de 15% din valoarea totala a serviciilor de consultanta si asistenta tehnica specializata contractate de catre Banca Europeana pentru Reconstructie si Devoltare, conform Anexei nr.2 care face parte integranta din prezenta.
- **Art.4.** Secretarul Consiliului de Administratie va proceda la comunicarea prezentei hotarari catre birourile si compartimentelor interesate din cadrul regiei.

Prezenta hotărâre a fost adoptată în ședința extraordinara din data de 17.07.2023, după cum urmează: 5 voturi pentru, abţineri....., voturi împotrivă....;

PREȘEDINȚE C.A., Nicușor CONDRAT

> SECRETAR, Alina PICU

ANEXI No. 2 LA H.O. NO. 624 du 17.07.2023





CLIENT COST SHARING AGREEMENT

June 21st 2023

Sulina Free Zone Administration (SFZA) Strada I, Sulina, Tulcea, 825400, Romania

Ladies and Gentlemen:

Re: Romania - Concession support for Sulina Green Port

- 1. In the context of the development of Sulina Green Port in Romania, the European Bank for Reconstruction and Development ("EBRD") has agreed to select and engage Khalid Bichou (the "Advisor"), by entering into a contract (the "Advisory Contract") pursuant to which the Advisor will provide technical assistance to SFZA (the "Advisory Services").
- 2. The estimated cost of the Advisory Services is **EUR 150,000**. In consideration for EBRD procuring the Advisory Services, SFZA agrees to contribute to costs connected with the Advisory Contract as set out in this Agreement.
- 3. Client Contribution. Subject to the next sentence, in consideration for EBRD procuring the Advisory Services, you shall pay to EBRD an amount equal to 15% of the cost of the Advisory Services.

If an amendment to the Advisory Contract results in an increase in the cost of the Advisory Services above the amount specified in paragraph 2 above, and you have given your prior written consent to such increase, you shall pay to EBRD an amount equal to 100% of the cost of the Advisory Services that are additional to the **estimated costs of EUR 22,500** in accordance with this Agreement.

- 4. Payments. You shall pay the amount calculated in accordance with paragraph 3 above (the "Client Contribution") to EBRD in one instalment following completion of the Advisory Services and within 30 days after receipt of a payment request from EBRD
- 5. You shall make all payments due to EBRD under this Agreement without set-off or counterclaim, in immediately available funds in EUR, for value on the due date and subject to clause 4 of this agreement, to such bank account in such place as EBRD designates in its payment request. All payments due to EBRD under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any taxes, duties, fees or charges of whatever nature.
- 6. This Agreement shall be governed by and construed in accordance with English law.

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- 7. Nothing in this Agreement shall be construed as a waiver, renunciation or other modification of any immunities, privileges or exemptions of EBRD accorded under the Agreement Establishing the European Bank for Reconstruction and Development, international convention or any applicable law.
- 8. If you do not comply with the terms of the Agreement to the reasonable satisfaction of EBRD, EBRD may in its sole discretion suspend the provision of the Advisory Services or terminate the Advisory Contract.

Kindly arrange for an authorised signatory to sign the enclosed duplicate of this Agreement and return it to EBRD to indicate your agreement with the arrangements described in this Agreement.

Yours sincerely,

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

Mark Davis Director, Regional Head Romania and Bulgaria

We agree with the terms and conditions described above. We represent and warrant that all consents, permits and approvals required to sign this Agreement, perform all obligations and make all payments hereunder have been obtained.

SULINA FREE ZONE ADMINISTRATION (SFZA)

Dragos Ionita General Manager



ACORD DE PARTAJARE A COSTURILOR CU CLIENTUL

21.06.2023

Administratia Zonei Libere Sulina (SFZA) Strada I, Sulina, Tulcea, 825400, Romania

Doamnelor și domnilor:

Re: Romania – Sprijin pentru Concesiune Sulina Port Verde

- 1. În contextul dezvoltării Sulina Port Verde, Banca Europeană pentru Reconstrucție și Dezvoltare ("BERD") a fost de acord sa selecteze și sa angajeze pe Khalid Bichou ("Consultantul") prin intermediul unui contract ("Contractul de Consultanță") pe baza căruia Consultantul va oferi asistență tehnică ("Servicii de Consultanță") catre Administratia Zonei Libere Sulina.
- Costul estimat al Serviciilor de Consultanță este de 150,000 EUR. In contextul contractării de către BERD a Serviciilor de Consultanță, SFZA este de acord să contribuie la costurile legate de Contractul de Consultanță, astfel cum se prevede în prezentul Acord.
- 3. Contribuția Clientului: În funcție de cele menționate în următorul paragraf, în contextul contractării de Servicii de Consultanță de către BERD, veți plăti către BERD o sumă egală cu 15% din costul Serviciilor de Consultanță.
 - In cazul în care o modificare a Contractul de Consultanță are ca rezultat o creștere a costului Serviciilor de Consultanță peste suma specificată în paragraful 2 mai sus, dacă v-ați dat în prealabil consimțământul scris pentru o astfel de creștere, veți plăti către BERD o sumă egală cu 100% din costul Serviciilor de Consultanță care sunt suplimentare față de **costurile estimate** la 22,500 EUR, în conformitate cu prezentul Acord.
- 4. *Plăți*: veți plăti suma calculată în conformitate cu paragraful 3 de mai sus (*Contribuția Clientului*) într-o singură tranșă după finalizarea Serviciilor de Consultanță și în termen de 30 de zile de la primirea unei cereri de plată din partea BERD.
- 5. Dumneavoastră trebuie să efectuați toate plățile datorate BERD în temeiul prezentului Acord, fără compensare sau altă solicitare, cu fonduri imediat disponibile in EUR, la data scadenței și sub rezerva clauzei 4 din prezentul Acord, în contul bancar la banca pe care BERD o desemnează în cererea sa de plată. Toate plățile datorate către BERD în temeiul prezentului

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Acord se efectuează fără taxe, impozite, drepturi, sau comisioane de orice natură și fără deduceri sau rețineri pentru sau în contul acestora.

- 6. Prezentul Acord va fi reglementat și interpretat conform prevederilor legislației engleze.
- 7. Nici o prevedere din prezentul Contract nu se interpretează ca o derogare, renunțare sau altă modificare a unei imunități, privilegiu sau scutire acordate BERD în temeiul acordului de instituire a Băncii Europene pentru Reconstrucție și Dezvoltare, al convenției internaționale sau al oricărei legi aplicabile.
- 8. In cazul în care nu respectați termenii Acordului în mod satisfăcător pentru BERD, BERD poate, la discreția sa exclusivă, să suspende furnizarea Serviciilor de Consultanță sau să rezilieze Contractul de Consultanță.

Va rugam să vă asigurați că un semnatar autorizat va semna duplicatul anexat al prezentului Acord și îl va returna BERD, confirmând astfel cele descrise în prezentul Acord.

VERSIUNEA IN ENGLEZA A ACESTUI DOCUMENT ESTE CEA CARE PREVALEAZA. ACEASTA TRADUCERE NU ESTE O TRADUCERE AUTORIZATA IN LIMBA ROMANA.

Cu stimă.

BANCA EUROPEANĂ PENTRU RECONSTRUCȚIE ȘI DEZVOLTARE

Mark Davis Director Regional România și Bulgaria

Suntem de acord cu termenii și condițiile descrise mai sus. Declarăm și garantăm că au fost obținute toate consimțămintele, permisele și aprobările necesare pentru a semna prezentul Acordul, pentru a îndeplini toate obligațiile și pentru a efectua toate plățile prevăzute în prezentul document.

ADMINISTRAȚIA ZONEI LIBERE SULINA

Dragoș Ioniță Director General

ANEXA M. 1 LA /4.0.14.626 du 17.07.2025



10.07.2023

Administratia Zonei Libere Sulina Strada I, Sulina, Tulcea, 825400, Romania

Doamnelor și domnilor:

Re: Sprijin pentru concesiune - Sulina Port Verde, România

- 1. În contextul pregătirii concesiunii **Sulina Port Verde**, Banca Europeană pentru Reconstrucție și Dezvoltare ("**BERD**") a fost de acord sa selecteze și sa angajeze pe Khalid Bichou ("**Consultantul**") prin intermediul unui contract ("**Contractul de Consultanță**") pe baza căruia Consultantul va oferi asistență tehnică ("**Servicii de Consultanță**") catre Administratia Zonei Libere Sulina.
- 2. Angajarea Consultantului: Confirmați că ați revizuit și sunteți de acord cu termenii de referință pentru Serviciile de Consultanță prevăzute în Anexa I (Termeni de referință) și ați luat la cunoștință faptul că termenii de referință vor face parte din Contractul de Consultanță. Sunteți de acord să informați prompt BERD dacă dvs. sau oricare membru din conducerea dvs. aveți interese de afaceri sau alte legături directe cu Consultantul.
- 3. *Răspundere*: BERD nu prezintă nicio garanție și nu își asumă nicio responsabilitate față de Consultant sau de Serviciile de consultanță.
- 4. Fiecare dintre părțile semnatare ale prezentului Acord:
- (i) recunoaște și este de acord că nu va fi răspunzătoare față de cealaltă parte pentru nicio datorie, obligație, pierdere, daună (directă, indirectă, financiară, economică sau semnificativă, indiferent dacă este sau nu cauzată de neglijența sau omisiunea BERD), penalizări, acțiuni legale, taxe, cheltuieli și costuri (inclusiv taxele de consiliere legală și costurile sau cheltuielile de investigație) legate de Consultant (inclusiv selectarea, angajarea sau monitorizarea Consultantului) sau de Serviciile de consultanță (inclusiv ca și consecință a faptului că ați utilizat sau v-ați bazat pe serviciile Consultantului) sau care decurg din sau în legătură cu Contractul de consultanță; și
- (ii) eliberează și exonerează cealaltă parte de orice pretenții, drepturi, datorii, cereri și acțiuni de orice natură sau tip pe care le poate avea acum sau în viitor împotriva respectivei părți, care decurg din sau în legătură cu orice act sau omisiune aplicate (sau nu) de Consultant în prevederile Serviciilor de Consultanță.
- 5. Conflict de interese: Recunoașteți că un conflict de interese potențial sau real ar putea rezulta din furnizarea oricărui împrumut sau a investiției în capitalul propriu în legătură cu proiectul și

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- rolul BERD în contractarea şi gestionarea Consultantului. Renunțați la orice drepturi care ar putea apărea în urma unui astfel de conflict de interese potențial sau real.
- 6. Vă angajați să nu utilizați numele sau acronimul BERD în niciun fel de comunicări, anunțuri publice, materiale promoționale, de marketing sau de vânzare fără acordul prealabil scris al BERD. Recunoașteți că sigla BERD este o marcă înregistrată și, astfel, nu poate fi reprodusă fără permisiunea scrisă a BERD.
- 7. Nici o prevedere din prezentul Contract nu se interpretează ca o derogare, renunțare sau altă modificare a unei imunități, privilegiu sau scutire acordate BERD în temeiul acordului de instituire a Băncii Europene pentru Reconstrucție și Dezvoltare, al convenției internaționale sau al oricărei legi aplicabile.
- 8. Prezentul Acord va fi reglementat și interpretat conform prevederilor legislației engleze.

Va rugam să vă asigurați că un semnatar autorizat va semna duplicatul anexat al prezentului Acord și îl va returna BERD, confirmând astfel cele descrise în prezentul Acord.

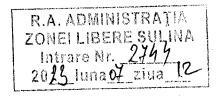
VERSIUNEA IN ENGLEZA A ACESTUI DOCUMENT ESTE CEA CARE PREVALEAZA. ACEASTA TRADUCERE NU ESTE O TRADUCERE AUTORIZATA IN LIMBA ROMANA.

Cu stimă, BANCA EUROPEANĂ PENTRU RECONSTRUCȚIE ȘI DEZVOLTARE	
Venera Vlad, Director Adjunct, Bancher Senior, Infrastructura Europa	

ADMINISTRATIA ZONEI LIBERE SULINA

Suntem de acord cu termenii și condițiile descrise mai sus,

Dragos Ionita Director General, SFZA





10.07.2023

A. R. Sulina Free Zone Administration Strada I, Sulina, Tulcea, 825400, Romania

Ladies and Gentlemen:

Re: Support for the concession of Sulina Green Port, Romania

- 1. In the context of the Sulina Green Port concession, the European Bank for Reconstruction and Development ("EBRD") has agreed to select and engage Dr. Khalid Bichou (the "Consultant") by entering into a contract (the "Consultancy Contract") pursuant to which the Consultant will provide technical assistance (the "Consultancy Services") to A. R. Sulina Free Zone Administration.
- 2. Engagement of the Consultant: You confirm that you have reviewed and agree with the terms of reference for the Consultancy Services set out in Annex I (Terms of Reference) and acknowledge that the terms of reference will form part of the Consultancy Contract. You agree to promptly notify EBRD if you or any of your senior management has any business interests in, or other direct links with, the Consultant.
- 3. Liability: EBRD makes no representation or warranty and assumes no responsibility with respect to the Consultant or the Consultancy Services.
- 4. Each of the parties to this Agreement:
- acknowledges and agrees that it shall not be liable to the other for any liabilities, obligations, losses, damages (whether direct, indirect, financial, economic, or consequential, whether or not caused by the negligent act or omission of EBRD), penalties, claims, actions, taxes, duties, suits, costs and expenses (including legal counsel's fees and expenses or investigation costs) in connection with the Consultant (including selecting, engaging or monitoring the Consultant) or the Consultancy Services (including as a consequence of you using or relying upon the services of the Consultant), or arising out of or in connection with the Consultancy Contract; and
- releases and discharges the other from any and all claims, rights, debts, liabilities, demands and actions of whatever kind or nature which it may now or hereafter have against the other arising out of or in connection with any act or omission taken or made (or not taken or made) by the Consultant in the provisions of the Consultancy Services.

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- 5. Conflict of Interest: You acknowledge that a potential or actual conflict of interest could result from the provision of any loan to, or equity investment in, you with respect to the Project and EBRD's role in contracting and managing the Consultant. You waive any rights that may arise from such potential or actual conflict of interest.
- 6. You undertake that you shall not use EBRD's name or acronym in any media releases, public announcements, promotional, marketing or sales materials without the prior written consent of EBRD. You acknowledge that EBRD's logo is a registered service mark and as such may not be reproduced without the express written permission of EBRD.
- 7. Nothing in this Agreement shall be construed as a waiver, renunciation or other modification of any immunities, privileges or exemptions of EBRD accorded under the Agreement Establishing the European Bank for Reconstruction and Development, international convention or any applicable law.
- 8. This Agreement shall be governed by and construed in accordance with English law.

Kindly arrange for an authorised signatory to sign the enclosed duplicate of this Agreement and return it to EBRD to indicate your agreement with the arrangements described in this Agreement.

Yours sincerely,

EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT

Venera Vlad
Associate Director, Senior Banker, Infrastructure Europe

We agree with the terms and conditions described above.

A. R. SULINA FREE ZONE ADMINISTRATION

Dragos Ionita General Manager, SFZA

Support for the concession of Sulina Green Port, Romania

Terms of reference

1. BACKGROUND

Given the ongoing war on Ukraine, the transportation of Ukrainian grain is one of the major issues for countries all over the world considering its significant share in global market. Currently, Ukrainian grain is delivered via maritime Danube ports with broad gauge railway link to Ukraine located in Izmail (Ukraine), Reni (Ukraine), Giurgiulesti (Moldova) and Galati (Romania).

From maritime Danube ports, further routes leading to the Black Sea are divided into three routes; i) direct shipments via **Sulina Canal** in maritime vessels of up to 6,000t (7m draft restriction), ii) direct shipments via Bystroe Canal in maritime vessels of ca. 3-4,000t (ca. 4.5m draft restriction), iii) indirect shipments via Constanta or Midia with barge conveys for transhipment to/from large maritime vessels.

In 2022, the bottleneck of transportation in this area was the congestion in **Sulina Port**, due to insufficient number of pilots by Lower Danube River Administration ("LDRA"), daylight sailing restriction, 7m draft restriction and missing deep-water barge-to-ship transhipment location in Sulina.

Following years of reduced activity and degradation of port infrastructure, the A.R. Sulina Free Zone Administration (SFZA) is considering the development of the Sulina Green Port (SGP) Project in order to address market and demand requirements. The Project is envisaged to be done via concession, focusing on:

- > construction and operation of port facilities
- > the development of the surrounding land areas

The site is set partly in a Natura 2000 area and is comprised of two areas according to the Urban Zoning Plan:

- Perimeter I of 34,894 sqm (free zone status)
- Perimeter II of 1,720,510 sqm (no free zone status)

Given the different legal status of the two Perimeters mentioned above and the Natura 2000 restrictions, the extent of the Port area and the activities that can be subject to concession must be assessed by the Consultant and agreed with Sulina Administration and other local authorities.

The site belongs to the public domain of Tulcea county, and is under the administration of A. R. Sulina Free Zone Administration ("SFZA"). The development of the Sulina Green Port would increase exports and enable efficient transportation of agricultural and other products mostly dry bulk cargo (cereals, oil seeds, fertilizer) and liquid bulk cargo (such as sunflower oil) from Ukraine and Romania, to ports in Africa and around the World.

A key issue to realise the Project is the *dredging of the basin* (envisaged depth of 12m) – that is the responsibility of the Lower Danube Administration (AFDJ). Financing options for the initial dredging and for the long term maintenance have to be discussed and decided with Sulina Administration as part of this assessment.

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The EBRD has offered technical assistance to SFZA as follows:

- ➤ a first assignment took place in 2022 and was meant to conduct an initial technical, financial and economic assessments of the Project, identifying project risks and recommending possible delivery options;
- ➤ this second assignment with the objective to support SFZA in the process of preparation and tendering of the concession. It aims to start in July 2023;

The reports drafted under the first assignment will be made available to the consultant who will undertake the second assignment.

2. OBJECTIVES

The European Bank for Reconstruction and Development ("EBRD" or the "Bank") wishes to engage a consultant (the "Consultant") to undertake a review of the proposed Project, identify the optimum scope of the concession, and support SFZA with tender preparation and evaluation ("Assignment").

3. SCOPE OF WORK

The Consultant will engage with SFZA and relevant stakeholders (e.g. Tulcea County, Sulina City, Environmental Agency, Romanian Waters etc.) and undertake the following tasks:

Task 1. Support SFZA in drafting an Opportunity Study, including scope and extent of the concession, based on review of relevant documents, land and assets, and market consultation

- a) Undertake a fact-finding mission of minimum two days in order to meet the relevant stakeholders and collect & update relevant information on site
- b) Provide an update, based on facts and figures, regarding the current national and international context, and its estimated impact on Danube and Black Sea ports (volumes and type of traffic)
- c) Review the reports, findings and recommendations of the **first assignment** that took place in 2022, as well as other documents relevant for the Project, such as legal opinions and SFZA development plans, including the **2 recent EU funded projects**
- d) Take into consideration the provisions of the Urban Zoning Plan, the Development Strategy of Tulcea County and of the County Mobility Plan, as well as any other strategic development plans for the territory of the Port, so that these provisions are correlated by the Consultant with the implementation requirements of the current assignment
- e) Review the legal status of the land (Perimeter I and Perimeter II) and existing assets / infrastructure (in view of concession), including a review of relevant environment regulations, restrictions, existing and future necessary permits, etc.
- f) Review the **legislation** relevant for the Project, especially regarding: **ports**, **free zones**, **concessions**

- g) Define the procurement procedure for the concession
- h) Detail the **market potential** for the Project, taking into account the free zone area and the Port development objective via concession. To do so, the Consultant will review the Sulina Port and adjoining infrastructure, including existing terminals and transport infrastructure which can be connected to the Port
- i) Define the **proposed developments** in Perimeter I and Perimeter II, and estimate:
 - o the optimal period for rental and/or concession of the land and/or assets
 - o the costs for construction and operation
 - o the **traffic and tariffs**, as well as **incomes** that could be obtained/generated by proposed economic activities in each of the 2 perimeters.
- j) Identify the main **risks** and investment requirements to develop the site as per Task 2.b), including environmental actions, associated infrastructure and access to the site
- k) Based on the above and with the close cooperation of SFZA relevant staff, design and run a formal market sounding, in order to test the interest of possible private partners for the proposed developments and tests the main commercial risk of the potential concession
- Based on consultations with the SFZA and the market, the Consultant will review the procurement options and propose the optimal procurement strategy for the Project components

Consequently, with the close cooperation of SFZA relevant staff, the Consultant will elaborate an Opportunity study for the Project, including: current situation and proposed developments, options analysis, the optimal development concept for the concession, duration, fee structure, risks allocation, procurement strategy, approvals and timing for contracting and implementing the developments proposed under the Project.

The Consultant will prepare a ppt presentation of the Opportunity Study and main conclusions to SFZA and EBRD, before the next phase.

The result of Task 1 will be the **Opportunity study**, needed by SFZA for launching the tendering procedure.

Task 2. Support to SFZA in drafting the tender documentation

The consultant will support SFZA with the preparation of the tender documents, in order to be compliant with the proposed procurement strategy and the relevant procurement rules.

Particularly, the Consultant will focus on the definition of the technical specifications of the project, the payment mechanism, fee structure of the services to be provided and regulation, and the allocation of commercial and technical risks.

The Consultant will also advise on any additional documentation needed for the tender to be launched. During the tendering process, the Consultant will act as advisor and assist SFZA with the evaluation of tenders and selection of the best offer.

The result of Task 2 will be the **Tender documentation**.

The result of the tendering process will be included in the <u>Final Report</u>, along with summary of the main activities, key findings and recommendations.

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4. IMPLEMENTATION ARRANGEMENTS

The duration of the assignment will be 6 months.

The Consultant will report to the Bank and SFZA on all aspects of the Assignment.

Consultant's work is envisaged to be conducted in an interactive manner, considering the relevant inputs and comments from SFZA and EBRD.

The Consultant shall pay for all local transportation required by the Consultant's staff throughout the term of the assignment, with support from SFZA during the site visit in Sulina.

The Consultant shall be responsible for providing suitably qualified interpreters/translators to work with their staff.

Throughout the assignment, the Consultant shall work in close co-operation with the staff of SFZA.

SFZA may designate an official to be the primary contact person with specific responsibility for assisting the Consultant and co-ordinating activities.

SFZA will make available relevant records, plans, reports, designs and other documents as appropriate, but it will be the responsibility of the Consultant to translate these documents, if necessary.

It is expected the Consultant will carry at least two on-site visits, to visit the port and the area (Perimeters I and II) and meet the relevant stakeholders.

The Consultant will stay in close contact with the EBRD Operation Leader and will report immediately if there is any material change occurs or could occur during the services. The Operation Leader in the EBRD is:

Dana Ionescu

Principal Specialist Infra Europe, Sustainable Infrastructure Group ionescu@ebrd.com +40 732 731 585 (mobile)

5. REPORT AND DELIVERABLES

All deliverables will be provided in English, while the executive summaries will be translated in Romanian.

The Final report will be delivered in English and will also be translated in Romanian.

The Consultant will distribute paper copies, only if and when requested. The Consultant will provide draft deliverables before the deadlines set in the Table 1 below. The Bank and SFZA intend to provide comments within one week of receiving the draft. The Consultant will provide final reports addressing any comments within one week of receipt of the comments.

Where necessary, the Consultant will schedule and host conference calls to discuss significant issues and next steps.

All reports shall be submitted in an electronic format (Word for text, pictures in JPEG, calculations input data in Excel; additionally, all documents shall be created in PDF).

The Consultant shall produce in the due course of the assignment the following reports:

Opportunity study - Within <u>maximum</u> 12 weeks from the start of the assignment, the Consultant shall submit the Opportunity study, drafted in close cooperation with SFZA, based on market sounding, as per <u>Task 1</u>. The Consultant shall also present the

findings to SFZA and EBRD in a **meeting** to be organised in Sulina and will incorporate the views and requirements of the participants of this meeting in the final version of the opportunity study.

- Tender documentation Within <u>maximum</u> 16 weeks from the start of the assignment, the Consultant shall submit a report on the tender strategy and documentation, as per <u>Task 2</u>
- **Final Report: Within 6 months** from the start of the assignment, the Consultant shall submit a Final Report, including a summary of the main activities, key findings and recommendations. The Final Report will be prepared as a presentation deck, to be provided in editable version in Microsoft PowerPoint.

6. PAYMENT TERMS

Deliverable	Deadline	Payment
		Advance payment – 10%
Opportunity study, based on market sounding	Maximum 12 weeks from start	45% (minus 10% advance)
Tender documentation	Maximum 16 weeks from start	45%
Final Report	6 months from start	10%

7. CONSULTANT PROFILE

The Consultant is expected to make its own assessment for the necessary man-days of specialist input for the Assignment. The proposed experts will have the professional qualifications and experience required to successfully cover all the activities as indicated in these Terms of Reference.

The project team is expected to include the following key experts:

Key expert 1: Port Technical Expert & Team leader

The Port Technical Expert shall provide the required insight in all port related technical aspects that may be required for the Assignment.

Qualifications and skills:

- University degree (Master or higher) in port or civil engineering or equivalent
- Good command of the English language
- Excellent communication skills

General professional experience:

- Extensive expertise (preferably over 10 years) in the port construction/development sector
- Extensive expertise in all technical aspects of port development and investment,
- Experience in advising public sector bodies and strong interpersonal skills

If the

- Extensive knowledge of public private partnership, concession and public procurement projects.
- Knowledge of Natura 2000
- Knowledge of public property valuation

Specific professional experience:

- Experience in the port sector in Romania or the Black Sea will be a significant advantage.

Key expert 2: Port Economist/Romanian ports sector expert

The Port Economist/Romanian port sector expert shall provide the required insight and expertise about the competitive situation in the Romanian port sector and what are the best opportunities for the Port.

Qualifications and skills:

- University degree (Master or higher) in economics or port engineering or equivalent;
- Good command of the English language;
- Good command of the Romanian language;
- In-depth understanding of the economics and competitive situation in the Romanian port sector.

General professional experience:

- Extensive expertise (preferably over 10 years) in port economics and a significant number of completed assignments in Romania;
- Port market review expertise
- Extensive knowledge of all technical aspects of port development and investment;
- Experience in advising public sector bodies and strong interpersonal skills.

Specific professional experience:

- Experience in Romanian port projects due diligence is highly desirable.

Key expert 3: Legal expert / procurement

The Legal expert / procurement shall provide the required insight and expertise about the legal framework for the tender of port infrastructure to the private sector in Romanian. Also, the expert will contribute to drafting the tender documents, based on the relevant Romanian procurement rules and legislation applicable.

Qualifications and skills:

- University degree (Master or higher) in law;
- Good command of the English language;
- Good command of the Romanian language;
- In-depth understanding of the legal framework in the Romanian port sector, including concessions preparation, tendering and implementation.

General professional experience:

- Extensive expertise (preferably over 10 years) in concessions and a significant number of completed relevant assignments in Romania;
- Ports and concession legal expertise, previous support for procurement
- Experience in advising public sector bodies and strong interpersonal skills.

Specific professional experience:

- Legal experience in Romanian port projects is highly desirable.

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