
REPUBLIC OF MOÇAMBIQUE
Electricidade de Moçambique-EP



REQUEST FOR PROPOSALS
RFP No.: 05/EIB/CESUL/2010

Country : Mozambique

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| Project Name : | Regional Transmission Development Project – RTDP Transmission Backbone System - CESUL |
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Loan No.: TA2009037 MZITF – European Investment Bank (EIB)

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| Title of Consulting Services : | Strategic Regional Environmental and Social Assessment – SRESA |
| Date: | 20/May 2010 |

Section 1. Letter of Invitation

Maputo, 20 May 2010

Dear Mr./Ms.:

1. The *Electricidade de Moçambique, E.d.M* (hereinafter called “the Borrower” or “the Client”) has applied for financing from *European Union (EU)* – Africa Infrastructure Trust Fund, for which the European Investment Bank (*EIB*) shall act as agent (hereinafter called “Loan”) towards the cost of the MOZAMBIQUE REGIONAL TRANSMISSION DEVELOPMENT PROJECT. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The **Electricidade de Moçambique, E.P.** now invites proposals to provide the following consulting services: *Strategic Regional Environmental and Social Assessment (SRESA)*. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:
 - *JAFARES & GREEN from South Africa in association with: (i) HATCH AFRICA; (ii) RESETTLEMENT & DEVELOPMENT and (iii) CONSENG*
 - *FICHTNER GmbH & Co from Germany in association with TECNICA ENGINHEIROS CONSULTORES*
 - *SNC LAVALIN INTERNATIONAL from Canada*
 - *RAMBOL from Denmark in association with: (i) S.E.F- Strategic Environment Focus and (ii) SALOMON Lda – Management & Engineering of Water and Environment*
 - *ACER MANAGEMENT CONSULTANTS from South Africa*
 - *SOGREAH Consultant SAS from France in association with INGEROP Africa*
 - *COYNE ET BELLIER from France in association with: (i) TRACTEBEL Engineering and (ii) SRK Consulting Engineers and Scientists*
 - *CESO Ci International from Portugal*

It is not permissible to transfer this invitation to any other firm.

4. A firm will be selected under: **Quality and Cost-Based Selection (QCBS) Procurement Method** and procedures described in this RFP, in accordance with the policies of the International Bank for Reconstruction and Development (IBRD) detailed in the Guidelines - Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.
5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Forms of Contract

6. Please inform us in writing at the following address:

Electricidade de Moçambique, E.P
Electrification and Projects Directorate
Filipe Samuel Magaia Ave; P.O. Box 2532
Maputo – Mozambique

Telephone: +258 21 353669/12

Facsimile: +258 21 322074

Email: lmhula@edm.co.mz and amalendza@edm.co.mz

upon receipt:

- (a) that you received the Letter of Invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Marcelino Alberto
Executive Board Member

Section 2. Instructions to Consultants

Definitions

- (a) “Bank” means the European Investment Bank ,with Head Office at 100 boulevard Konrad Adenauer, Luxembourg, Grand Duchy of Luxembourg.
- (b) “Client” means the Electricidade de Mozambique with which the selected Consultant signs the Contract for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “Government” means the government of the Client’s country.
- (h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (j) “Party” means the Client or the Consultant, as the case may be, and “Parties” means all these entities
- (k) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (l) “Proposal” means the Technical Proposal and the Financial Proposal.
- (m) “RFP” means the Request For Proposal to be prepared by the

Client for the selection of Consultants, based on the SRFP.

- (n) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (o) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (p) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (q) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation

and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

1.6 Consultants shall ensure that no circumstances arise during the performance of the Services in which the performance conflict or might conflict with the Consultant's personal interests or with any services which the Consultant may render to third parties. In the event of such conflict or potential conflict of interest, the Consultant shall immediately notify the Client.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an

infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical

proposal.

**Unfair
Advantage**

- 1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and
Corruption**

- 1.7 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as consultants and their sub-consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice²" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice³" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) "collusive practices⁴" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practices⁵" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence

¹ In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

² "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

³ A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

⁴ "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

⁵ "Party" refers to a participant in the selection process or contract execution.

improperly the actions of a party;

- (b) will decline a proposal for award if it determines that there are indications that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in the course of the procurement process;
- (c) will cancel all or part of the Bank Loan allocated to a contract if it determines at any time that there are indications that the Consultant or any representative of it, the Borrower or of a beneficiary of the Loan were engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement process or the execution of the contract, without the Borrower having taken action satisfactory to the Bank to investigate and/or terminate such practices when they occur, or as the case may be, remedy the damage;
- (d) will have the right to require that, in contracts financed by a Bank loan, a provision be included requiring consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Eligibility

1.10 The Consultant or any tenderer who has been convicted by a final judgment for participation in a criminal organization, corruption, fraud, money laundering or terrorist financing, of which the Borrower is aware, shall be excluded from participation in Bank-financed contracts for a reasonable period depending on the severity of the offence.

Eligibility of

1.11 In case a shortlisted Consultant intends to associate with

- Sub-Consultants** Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
- Origin of Goods and Consulting Services** 1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
 - (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any imports of goods from that country or any payments to persons or entities in that country.
- Only one Proposal** 1.13 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- Proposal Validity** 1.14 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2. Clarification and Amendment of RFP Documents** 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means

and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the

Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only

for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
 - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
 - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms

of Reference and counterpart staff and facilities.

- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will

be discussed at contract negotiations, and applicable amounts will be included in the Contract.

- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be

placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”.

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial

5.3 Following the ranking of technical Proposals, when selection

Proposals for QBS

is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

- 5.4 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the Bank.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no

corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations

which will be signed by the Client and the Consultant.

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| Financial negotiations | 6.3 | If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP. |
| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After completing negotiations the Client shall award the Contract to the selected Consultant, publish in the Official Journal of the European Union (OJEU) the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful |

Consultants.

7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Instructions to Consultants

DATA SHEET

| Paragraph Reference | |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1 | <p>Name of the Client: Electricidade de Moçambique, E.P.- Electrification and Projects Directorate, CESUL Transmission Project</p> <p>Method of selection: Quality and Cost-Based Selection (QCBS)</p> |
| 1.2 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is: Strategic Regional Environmental and Social Assessment (SRESA)</p> |
| 1.3 | <p>A pre-proposal conference will be held: No</p> <p>The Client's representative is: Mr. Marcelino Alberto, Executive Board Member Address: 368 Filipe Samuel Magaia Ave P.O. Box 2532; Maputo-Mozambique Telephone: +258 21 310791 Facsimile: +258 21 322074 E-mail: mgildo@edm.co.mz</p> |
| 1.4 | <p>The Client will provide the following inputs and facilities: Documents listed in the Terms of Reference (ToR)</p> |
| 1.6.1 (a) | <p>The Client envisages the need for continuity for downstream work: No</p> |
| 1.14 | <p>Proposals must remain valid <i>for</i> 120 days after the submission date.</p> |

| | |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1 | <p>Clarifications may be requested not later than 15 days before the submission date.</p> <p>The address for requesting clarifications is: Address: 368 Filipe Samuel Magaia Ave P.O. Box 2532; Maputo-Mozambique Telephone: +258 21 353669/12 Facsimile: +258 21 322074 E-mail: lmhula@edm.co.mz and amalendza@edm.co.mz</p> |
| 3.1 | Proposals shall be submitted in the following language: English |
| 3.3 (a) | Shortlisted Consultants may associate with other shortlisted Consultants: No |
| 3.3 (b) | <p>The estimated consultant effort for all experts to be involved in execution of the present study assignment is a minimum of 35 (thirty five) person – months in addition to a significant local specialists participation.</p> <p>The 35 (Thirty five) Staff-Month consists of:</p> <ul style="list-style-type: none"> a) 7 person-months at site for the Team Leader b) 5 Staff-months for the expert in voluntary resettlement issues, social development, socio-political Economy and public consultation participation c) 5 staff-months for the expert in hydropower projects, hydrological modelling, emergency action, planning regarding water releases, water quality management, climate change impacts and water availability. d) The rest to be assigned as per proposed strategy, with reference to section 5.2 (a), iii (h) to (m). |
| 3.4 | The format of the Technical Proposal to be submitted is: FTP |
| 3.4 (g) | Training is a specific component of this assignment: No |
| 3.6 | (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client’s country for purposes of the Services; |

| | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, investigations and surveys;</p> <p>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</p> <p>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(6) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p> |
| 3.7 | <p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes,</p> <p>If affirmative, the Client will:</p> <p>(a) pay such taxes due by the Consultant:</p> <p>(b) 17% of VAT in case of Resident Consultant or 20% Withholding Tax in case of Non Resident Consultant pursuant to Article 83 of the IRPC Code of the Mozambican Fiscal Law.</p> |
| 3.8 | <p>Consultant to state local cost in the national currency: NO</p> |
| 4.3 | <p>Consultant must submit the original and two copies of the Technical Proposal, and the original and two copies of the Financial Proposal.</p> |
| 4.5 | <p>The Proposal submission address is: Electricidade de Mocambique, EP Electrification and Projects Directorate 368 Filipe Samuel Magaia Ave P.O. Box 2532; Maputo-Mozambique Telephone: +258 21 353612/69 Facsimile: +258 21 322074</p> |

| | <p>E-mail: amalendza@edm.co.mz and lmhula@edm.co.mz</p> <p>A copy is to be sent to Mr Stefan Kerpen, European Investment Bank, OpsB/DEAS/TAU, 100 boulevard Konrad Adenauer, L-2950 Luxembourg</p> <hr/> <p>Proposals must be submitted no later than the following date and time: 15th July 2010; at 12:00 Hour of local time</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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--------------|----|-------------------------------------------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----------------------------------------------------------------------------------------------------|---|-----------------------------------------------------------------------------------------------------|---|------------------------------------------------------------------------------------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| <p>5.2 (a)</p> | <p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="0"> <thead> <tr> <th></th> <th style="text-align: right;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td></td> </tr> <tr> <td> a) International and SADC experience in last 5 years in similar projects</td> <td style="text-align: right;">7</td> </tr> <tr> <td> b) In home country experience in similar projects</td> <td style="text-align: right;">3</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (i):</td> <td style="text-align: right;">10</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td> a) Technical approach and methodology</td> <td style="text-align: right;">5</td> </tr> <tr> <td> b) Work plan</td> <td style="text-align: right;">5</td> </tr> <tr> <td> c) Organization and staffing</td> <td style="text-align: right;">10</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td> <td style="text-align: right;">20</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td> a) Team Leader with more than 10 years of experience In particular in SADC with experience in environmental Planning and management and SRESA preparation</td> <td style="text-align: right; vertical-align: bottom;">15</td> </tr> <tr> <td> b) International consultant with more than 10 years of experience In voluntary resettlement issues, social development, socio-political Economy and public consultation participation</td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td> c) International hydrologist with more than 10 years of experience In hydropower projects, hydrological modelling, emergency action Planning regarding water releases, water quality management and Experience in climate change impacts and water availability</td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td> d) Energy planning Expert with more than 10 years of International Experience in Options assessment studies</td> <td style="text-align: right; vertical-align: bottom;">7</td> </tr> <tr> <td> e) An environmental/social development economist with experience in costs and benefits of environmental services, in revenue sharing mechanisms (minimum of 10 years relevant international experience)</td> <td style="text-align: right; vertical-align: bottom;">6</td> </tr> <tr> <td> f) Aquatic, terrestrial Biodiversity Specialist with more than 7 years of International experience</td> <td style="text-align: right; vertical-align: bottom;">3</td> </tr> <tr> <td> g) A Greenhouse Gas and Clean Development Mechanism Specialist with more than 7 years of experience</td> <td style="text-align: right; vertical-align: bottom;">3</td> </tr> <tr> <td> h) Public Health Consultant with more than 7 years of experience in Waterborne diseases (Malaria and Bilharzias)</td> <td style="text-align: right; vertical-align: bottom;">3</td> </tr> <tr> <td> i) An experienced international consultant with more than 10 years of experience in macro-economics development ,management and planning and geopolitical aspects</td> <td style="text-align: right; vertical-align: bottom;">3</td> </tr> </tbody> </table> | | <u>Points</u> | (i) Specific experience of the Consultants relevant to the assignment: | | a) International and SADC experience in last 5 years in similar projects | 7 | b) In home country experience in similar projects | 3 | Total points for criterion (i): | 10 | (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: | | a) Technical approach and methodology | 5 | b) Work plan | 5 | c) Organization and staffing | 10 | Total points for criterion (ii): | 20 | (iii) Key professional staff qualifications and competence for the assignment: | | a) Team Leader with more than 10 years of experience In particular in SADC with experience in environmental Planning and management and SRESA preparation | 15 | b) International consultant with more than 10 years of experience In voluntary resettlement issues, social development, socio-political Economy and public consultation participation | 10 | c) International hydrologist with more than 10 years of experience In hydropower projects, hydrological modelling, emergency action Planning regarding water releases, water quality management and Experience in climate change impacts and water availability | 10 | d) Energy planning Expert with more than 10 years of International Experience in Options assessment studies | 7 | e) An environmental/social development economist with experience in costs and benefits of environmental services, in revenue sharing mechanisms (minimum of 10 years relevant international experience) | 6 | f) Aquatic, terrestrial Biodiversity Specialist with more than 7 years of International experience | 3 | g) A Greenhouse Gas and Clean Development Mechanism Specialist with more than 7 years of experience | 3 | h) Public Health Consultant with more than 7 years of experience in Waterborne diseases (Malaria and Bilharzias) | 3 | i) An experienced international consultant with more than 10 years of experience in macro-economics development ,management and planning and geopolitical aspects | 3 |
| | <u>Points</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (i) Specific experience of the Consultants relevant to the assignment: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a) International and SADC experience in last 5 years in similar projects | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b) In home country experience in similar projects | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total points for criterion (i): | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a) Technical approach and methodology | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b) Work plan | 5 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| c) Organization and staffing | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total points for criterion (ii): | 20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (iii) Key professional staff qualifications and competence for the assignment: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a) Team Leader with more than 10 years of experience In particular in SADC with experience in environmental Planning and management and SRESA preparation | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b) International consultant with more than 10 years of experience In voluntary resettlement issues, social development, socio-political Economy and public consultation participation | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| c) International hydrologist with more than 10 years of experience In hydropower projects, hydrological modelling, emergency action Planning regarding water releases, water quality management and Experience in climate change impacts and water availability | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| d) Energy planning Expert with more than 10 years of International Experience in Options assessment studies | 7 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| e) An environmental/social development economist with experience in costs and benefits of environmental services, in revenue sharing mechanisms (minimum of 10 years relevant international experience) | 6 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| f) Aquatic, terrestrial Biodiversity Specialist with more than 7 years of International experience | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| g) A Greenhouse Gas and Clean Development Mechanism Specialist with more than 7 years of experience | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| h) Public Health Consultant with more than 7 years of experience in Waterborne diseases (Malaria and Bilharzias) | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| i) An experienced international consultant with more than 10 years of experience in macro-economics development ,management and planning and geopolitical aspects | 3 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-----|--------------------------------|-----|--------------------------------------|-----|----------------------|-------------|
| | <p style="text-align: right;">Total points for criterion (iii): 60</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three and relevant percentage weights:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">50%</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">40%</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">10%</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </table> | 1) General qualifications | 50% | 2) Adequacy for the assignment | 40% | 3) Experience in region and language | 10% | Total weight: | 100% |
| 1) General qualifications | 50% | | | | | | | | |
| 2) Adequacy for the assignment | 40% | | | | | | | | |
| 3) Experience in region and language | 10% | | | | | | | | |
| Total weight: | 100% | | | | | | | | |
| | <p>(iv) Participation by nationals among proposed key staff 10</p> <p style="text-align: right;">Total points for the four criteria: 100</p> <p>The minimum technical score S_t required to pass is: 75 Points</p> | | | | | | | | |
| 5.2 (b) | Criteria, subcriteria, and point system for the evaluation of Simplified Technical Proposals are: N/A | | | | | | | | |
| 5.6 | <p>The single currency for price conversions is: Eur (Euro) The source of official selling rates is: Banco de Mocambique.</p> <p>The date of exchange rates is: Closing date of submission of proposals.</p> | | | | | | | | |
| 5.7 | <p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.8$, and $P = 0.2$</p> | | | | | | | | |
| 6.1 | <p>Expected date and address for contract negotiations: August 2010 at the same address as indicated in paragraph 4.5</p> | | | | | | | | |
| 7.2 | <p>Expected date for commencement of consulting services: Mid September 2010 at the address indicated in 4.5.</p> | | | | | | | | |
| | | | | | | | | | |

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----|
| Form TECH-1: Technical Proposal Submission Form..... | 28 |
| Form TECH-2: Consultant’s Organization and Experience | 29 |
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| B - Consultant’s Experience | 30 |
| Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client | 31 |
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| B - On Counterpart Staff and Facilities | 32 |
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| Form TECH-5: Team Composition and Task Assignments | 34 |
| Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff..... | 35 |
| Form TECH-7: Staffing Schedule | 37 |
| Form TECH-8 Work Schedule | 38 |

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

| | |
|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Assignment name: | Approx. value of the contract (in current US\$ or Euro): |
| Country: Location within country: | Duration of assignment (months): |
| Name of Client: | Total N ^o of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in current US\$ or Euro): |
| Start date (month/year): Completion date (month/year): | N ^o of professional staff-months provided by associated Consultants: |
| Name of associated Consultants, if any: | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the Client should omit the following text in *Italic*)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____

2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

3. **Name of Staff** *[Insert full name]:* _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of Professional Associations:** _____

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* _____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

| | |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p> | <p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|























13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.



_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

| N° | Name of Staff | Staff input (in the form of a bar chart) ² | | | | | | | | | | | | | Total staff-month input | | | |
|----------------|---------------|-------------------------------------------------------|---|---|---|---|---|---|---|---|----|----|-----------------|---|-------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n | Home | Field ³ | Total | |
| Foreign | | | | | | | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | | | | | |  | |
| | | [Field] | | | | | | | | | | | | | |  |  | |
| 2 | | | | | | | | | | | | | | | |  |  | |
| 3 | | | | | | | | | | | | | | | |  |  | |
| | | | | | | | | | | | | | | | |  |  | |
| n | | | | | | | | | | | | | | | |  |  | |
| | | | | | | | | | | | | | Subtotal | | | | | |
| Local | | | | | | | | | | | | | | | | | | |
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| | | [Field] | | | | | | | | | | | | | |  |  | |
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| | | | | | | | | | | | | | Total | | |  |  | |

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

Form TECH-8 Work Schedule

| N° | Activity ¹ | Months ² | | | | | | | | | | | | |
|----|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1 | | | | | | | | | | | | | | |
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| 3 | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | |
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- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

| | |
|--------------------------------------------------------------------|-------------------------------------|
| Form FIN-1: Financial Proposal Submission Form | 40 |
| Form FIN-2: Summary of Costs | 41 |
| Form FIN-3: Breakdown of Costs by Activity | 42 |
| Form FIN-4: Breakdown of Remuneration (Lump-Sum) | 43 |
| Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum) | 45 |
| Appendix: Financial Negotiations - Breakdown of Remuneration Rates | Error! Bookmark not defined. |

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|-------------------------------|------------------------|--------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2: Summary of Costs

| Item | Costs | | | |
|------------------------------------------------|----------------------------------------------------|----------------------------------------------------|----------------------------------------------------|----------------------------------|
| | <i>[Indicate Foreign Currency # 1]¹</i> | <i>[Indicate Foreign Currency # 2]¹</i> | <i>[Indicate Foreign Currency # 3]¹</i> | <i>[Indicate Local Currency]</i> |
| Total Costs of Financial Proposal ² | | | | |

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

| | | | | |
|---------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|--------------------------------------|
| Group of Activities (Phase): ² _____ | Description: ³ _____ | | | |
| Cost component | Costs | | | |
| | <i>[Indicate Foreign Currency # 1]</i> ⁴ | <i>[Indicate Foreign Currency # 2]</i> ⁴ | <i>[Indicate Foreign Currency # 3]</i> ⁴ | <i>[Indicate Local Currency]</i> |
| Remuneration ⁵ | | | | |
| Reimbursable Expenses ⁵ | | | | |
| Subtotals | | | | |

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration¹ (Lump-Sum)

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

| Name ² | Position ³ | Staff-month Rate ⁴ |
|----------------------|-----------------------|-------------------------------|
| Foreign Staff | | |
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- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work..

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

| N° | Description¹ | Unit | Unit Cost² |
|-----------|---------------------------------------------------------------------------------|-------------|------------------------------|
| | Per diem allowances | Day | |
| | International flights ³ | Trip | |
| | Miscellaneous travel expenses | Trip | |
| | Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>] | | |
| | Drafting, reproduction of reports | | |
| | Equipment, instruments, materials, supplies, etc. | | |
| | Shipment of personal effects | Trip | |
| | Use of computers, software | | |
| | Laboratory tests. | | |
| | Subcontracts | | |
| | Local transportation costs | | |
| | Office rent, clerical assistance | | |
| | Training of the Client's personnel ⁴ | | |

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one- or two-ways.

4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference

1. Background

1.1 Introduction

Funding

The Government of Mozambique (GoM) has applied for funds from the European Union (EU) – Africa Infrastructure Trust Fund, for which the European Investment Bank (EIB) shall act as agent towards the cost for a **Strategic Regional Environmental and Social Assessment (SRESA)** related to the Mozambique Regional Transmission Development Program (RTDP) in support of the Transmission Backbone System from the Centre to the South of Mozambique (“**CESUL Transmission Project**”). Various candidate funding institutions for the Backbone Transmission Line project have been identified, with the largest multilateral financial institution, the World Bank, as a probable lead partner. Other bilateral and regional development partners such as Kingdom of Norway, SIDA (Sweden), AfDB (African Development Bank), Development Bank of Southern Africa (DBSA), France Development Agency (AFD), Kreditanstalt für Wiederaufbau, Germany (KfW) have also shown interest in funding the project.

The Country

Mozambique is a Southern African country sharing borders with Swaziland, South Africa (RSA), Malawi, Zimbabwe, Zambia and Tanzania. On the east, it has a long Indian Ocean coastline. It is one of the largest countries in Africa, covering an area of about 800,000 km², and one of the most sparsely populated countries in Africa.

1.2 The current *Electricidade de Moçambique (EdM)* System

Electricidade de Moçambique (EdM), the national electric utility, was transformed into a public company in 1995 with the responsibility for the public supply of electricity including generation, transmission, distribution and sale throughout the Republic of Mozambique. The electricity law (*Act 21/97*), promulgated in 1997, opens up the activities of generation, transmission and distribute electricity to the private sector. EdM is administratively under the Ministry of Energy. In addition EdM is, by Law, the designated System Operator of the National Transmission Grid.

Generating Facilities

EdM’s total installed generating capacity is nominally 233MW but the available capacity is 157MW. The available capacity comprises 82MW of hydro and 75MW of thermal power generation including diesel, gas and steam generation plants. There are small diesel/gas stations scattered all over the country for provincial headquarters and other important towns.

In addition to EdM's own generation capacity, there is a 2,075 MW hydroelectric power station at Cahora Bassa, which is owned by a limited-liability corporation HIDROELECTICA DE CAHORA BASSA (HCB). HCB sells electric power to South Africa, Zimbabwe and EdM. The link between the Songo Substation (Cahora Bassa) and the Apollo Substation (South Africa) is via the HVDC (High Voltage Direct Current) transmission line in a distance of 1400 km. The voltage level is 533kV.

The generated electricity is allocated under different contracts to EdM, Eskom (South Africa Power Utility) and ZESA (Zimbabwe Generation Company). Whenever there is a surplus power HCB supplies other countries under short term contracts.

Transmission and Distribution Facilities

Currently EdM operates two isolated power systems, Central Northern system and Southern system.

The Central Northern system is fed by Cahora Bassa hydropower station on the Zambezi River in Tete province through a 220kV transmission line from Songo to Nampula and an 110kV transmission system which connects to Nacala, Moma, Lichinga, Pemba, Marromeu and Uapé.

The Central region contains two hydropower stations namely Chicamba with a capacity of 38 MW and Mavuzi with a capacity of 52 MW. There is also a gas turbine set at Beira with a capacity of 12 MW. A gas turbine in Beira is a stand by unit.

The Central region is also connected with Cahora Bassa through a 220kV transmission line from Tete (Matambo substation) to Chibata substation. From Chibata substation at a voltage level of 110kV there is a transmission link with Chicamba and Mavuzi hydro power plants and then to the main load centers namely Beira, Chimoio and Manica. From Manica there is an interconnection with ZESA system at 110kV (Manica – Mutare line).

The Southern system consists of a 275kV transmission line from Maputo substation owned by the Mozambique Transmission Company (MOTRACO) and an 110kV transmission line from Komatipoort (RSA) to Infulene substation. The 110kV system also feeds the rest of the southern region of Mozambique, namely at Lionde, Xai-Xai and Lindela substations.

The Southern system is also supported by a 16MW hydropower plant at Corumana and gas-fired generating facilities (52MW capacity) in Maputo for back-up purposes.

EdM network is connected to Southern Africa Power Pool (SAPP) via Maputo substation, Komatipoort (RSA)–Infulene at 275 and 110kV respectively and to ZESA at 330kV (400).

Furthermore, there is an on-going Transmission Interconnection Project aimed at construction of a 220kV double circuit Transmission Line from Matambo (at the central province of Tete in Mozambique) to Phombeya (in Malawi) in the light of the agreement reached between the governments of Mozambique and Malawi on the construction of a

Section 5 – Terms of Reference

transmission line interconnection of about 200 km. The project is at an advanced stage of procurement of contractors. Implementation is expected to be completed in 2011/2 and the line will have the capacity to transport at least up to 300 MW.

1.3. The Energy Sector

Mozambique is in possession of abundant natural energy resources in the Zambezi valley (hydroelectric, coal) and gas in the Temane area, for production of electricity. The potential of the energy resources is approximately 10,000MW. In order to develop some of these resources for export and domestic electricity consumption, the Government of Mozambique has launched major initiatives involving the development of generation projects and an Extra High Voltage (EHV) transmission system for the evacuation of power to neighboring countries as well as meeting the Mozambican domestic and industrial consumption needs.

These projects have to go through a substantial, complex mechanism of structuring and financing, before they can be realized, mainly due to their large size and financing, risk exposure, etc.

The following generation projects along with the associated transmission lines are currently, or soon will be, under development:

- **Mphanda Nkuwa** hydro power; mid merit/base load, between 1,300 MW to 2,400 MW; phase 1 – 1,500 MW
- **Cahora Bassa (HCB) North** hydro power peak up to 1,250 MW
- **Moatize coal fired** Thermal Power Plant for base load production. This power project is a subproject of the coal field exploitation. The expected output is 2,400 MW, base load ; phase 1 – 1,200 MW
- **Benga coal fired** Thermal Power Plant. The expected output is 2000 MW.

In addition to the proposed new generation plants there is the existing Cahora Bassa South hydro plant with a capacity of 2,075 MW, which is in close proximity to the Moatize, Benga and Mphanda Nkuwa power plants.

In Moamba in the South of Mozambique a gas fired CCGT (Combined Cycle Gas Turbine) power plant with capacity of up to 500MW, base load station will be developed.

1.4. CESUL Transmission Project Preparation Status to Date

To date, a pre-feasibility study based on certain assumptions was carried out by *Vattenfall Power Consultants*. The initial report was completed in August 2008

The available pre-feasibility report for the least cost Transmission Backbone System was prepared based on integration of the islanded power systems in Mozambique. The pre-designing of the Transmission Line under the referred pre-feasibility report was also based on assessment of the various existing studies as well as a consideration of the current development of the generation projects particularly in the central province of Tete including the commitments already taken by all interested parties.

When preparing the pre-feasibility report for the proposed project, the study did not include either the line route survey or the field surveys for the purpose of optimizing and determining the most socio-economical and environmentally feasible and viable line routing. The chosen routing should minimize resettlement and avoid ecologically sensitive areas. The proposed line routing was based on desk work only.

- Subsequent to the above referred pre-feasibility study several additional variations were discussed in view to reduce the initially high investments costs as derived. The analysis of these options was addressed under a separate optimization study report prepared in a subsequent stage and which was completed in June 2009 (“Least-Cost Integrated Transmission Backbone Study”).

Following the philosophy discussed and agreed with EdM and WB, the consultants prepared the Optimization Study which recommends the following:

Phase 1

- The first phase consists mainly of one 400kV HVAC (High Voltage Alternating Current) circuit between the Zambezi Valley and Maputo with substations at Chibata or Dondo, Vilanculos, Chibuto and Marracuene.
- Together with the 400 kV HVAC, it is proposed to install an 800kV HVDC scheme with one single pole from Matambo to Maputo.
- These two circuits complement each other from a power transfer and network stability perspective. The loss of the new HVDC circuit will result in the tripping of generation to maintain system stability and steady state transfer across the HVAC line.
- The steady state power transfer will be limited to approximately 3100 MW.

Phase 2

- The second phase consists of the second 800kV HVDC pole.
- The steady state power transfer will approximately be 6000 MW

Phase 1 with an estimated cost of US\$ 1.9 billion would consist of the HVAC system which transmits the energy from a new 400kV substation close to Songo in Tete Province to

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Chibuto at the south of Mozambique and subsequently entering Maputo via the Motraco system. This line would be built in parallel with a Mono-polar 800 kV HVDC circuit to run from Matambo substation directly non stop to the Maputo substation.

Phase 2 with an estimated cost of US\$ 0.9 billion would consist of the Mono-polar 800 kV HVDC circuit to be built in parallel with the mono-polar 800kV circuit from phase 1.

The proposed Technical and Economic feasibility study assignment is planned to be implemented in parallel with the preparation of the Environmental and Social Impact Assessment (ESIA) and Resettlement Policy Framework (RPF), but under two separate contracts. However, coordination between the two contracted consultants shall be crucial for a successful completion of the two project assignments at this critical project preparation stage.

1.5. The Need for a Strategic Regional Environmental and Social Assessment (SRESA)

As described above, there are four large new power generation projects currently in various stages of development all within 150km of Tete city, together with plans to construct the CESUL Transmission Backbone system to evacuate the electricity to markets in Mozambique and SAPP. In addition, two large coal mines are currently under development by Companhia do Vale de Rio Doce (CVRD; Brazil) and Riversdale (Australia), in, respectively, the Moatize and Benga areas close to Tete city. These two projects will play a key role in the development of Tete Province. The mines are being developed based on the planned export of high-grade coking coal. Options for the transport of the export product include the Sena railway Line, presently under rehabilitation, or via river transport along the Zambezi River for which the feasibility still has to be further assessed, or via later developments of a new railway to be constructed / upgraded from Moatize through Malawi to Nacala. There would be a need for new or upgrading of the Beira and / or Nacala Ports to accommodate the coal terminal. Further there are already about 130 coal exploration concessions⁶ in Tete Province, and in addition to CVRD (Vale) and Riversdale, there are several other mining companies planning to become active in the area. The Moatize and Benga coal-fired power plants mentioned above, would use non-export grade coal (thermal coal) from the Moatize and Benga mines respectively, as the fuel source. When fully developed CVRD's Moatize Coal Project alone could produce 36 million tons of coking and thermal coal per year and will be a key driver of development in Mozambique. It is possible that as new coal concessions are developed there could be consideration of additional thermal power plants.

⁶ Mining companies are already facing the issue of finding suitable locations for resettlement given the proliferation of concessions already defined or awarded. Also, companies are beginning to recognize the need for a uniform standard of compensation and social development projects to avoid problems arising if communities associated with different mines perceive uneven levels of compensation and treatment

The planned CESUL Transmission System will extend from Tete to Maputo, and is expected to connect the Mozambique Central and South electricity grids, and in the process to improve the reliability of affordable electricity in the urban centers along the route, including Maputo. It is anticipated that several large-scale industrial or commercial activities could materialize along the CESUL line route, based on improved access to a competitive, reliable source of electricity supply.

The SRESA will include presentation of an Options Assessment of the least cost power generation and power transmission options to meet the objective of providing affordable, competitive, reliable electricity supply to Mozambique, South Africa and the Southern Africa Power Pool (based on existing studies and data). Least cost assessment should include consideration of: project costs, choice of technology, environmental and social costs. This Options Assessment would cover all feasible power generation and transmission line options, including hydropower, thermal power (oil, coal, diesel, gas, heavy fuel, bio-fuel), solar, wind, geothermal, mini-hydropower, nuclear power, etc., and their associated environmental and social impacts and an assessment of their cumulative environmental and social impacts. The Options Assessment will need to provide a least cost investment sequence scenarios given a range of assumptions and constraints (see for details par. 4.3.2.).

While the coal mining, river, rail and port activities are independent of the power infrastructure (in the sense that the mining and transport investments will go ahead even without the proposed power generation and transmission developments) all these activities will have environmental and social implications in Tete which will be concurrent with the impacts from the CESUL Transmission Backbone and related generation projects. There would be significant cumulative environmental, social and economic impacts on the province, air and water and soil pollution with potential impacts on human health. There will be implications for the control of the flow of the Zambezi River as new hydropower developments come on line, facilitated by the proposed CESUL transmission project. There will be a need for resettlement, particularly associated with the mining concessions, and the construction of new settlements and towns. Other new industries could be expected to evolve in the Tete area to take advantage of the new opportunities. Similarly, the CESUL transmission system bringing an improved supply of electricity through much of the center and south of Mozambique, and the resulting industrial and commercial growth, could also lead to significant cumulative environmental and social impacts.

Individual project level ESIA's, a Resettlement Policy Framework / Resettlement Action Plans (RPF / RAPS) will examine in detail the project-related impacts and proposed measures to avoid or mitigate negative impacts. In addition to the project-specific assessments, a *Strategic Regional Environmental and Social Assessment (SRESA)* is needed with respect to the proposed transmission backbone, power generation plants, and other major new developments (e.g. industrial, mining, tourism, transport) that would be concurrent with, or stimulated by the power projects in Tete and along the transmission line route.

2.0. The objectives of the Assignment

The objectives of this assignment are to undertake a comprehensive Strategic Regional Environmental and Social Assessment (SRESA). The SRESA would also include the

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preparation of a Strategic Regional Environmental and Social Framework (SRESF) to set environmental and social management guidelines for investments, to provide a level playing field for all investors in Tete Province, related to transportation routes linked to developments in Tete and areas of influence of the proposed CESUL Transmission Backbone System and associated projects; and definition of a program to build capacity within Mozambican Institutions to assess, manage and monitor, environmental and social aspects of the individual and cumulative impacts of the relevant projects. The SRESA would also include the Options Assessment mentioned above in section 1.5 to provide the least cost, including environmental and social costs, investment sequence. The SRESA would result in an overall management strategic framework to maximize the environmental and social benefits for Tete Province and Mozambique as a country and to minimize the environmental and social risks associated with rapid development in the area of influence of the CESUL Transmission System and related generation projects and other major projects as laid out above. The SRESA should also include a chapter on macro-economic and geopolitical costs and benefits related to improved environmental and social management.

3.0 Related Completed or On-going Studies

- SAPP Indicative Generation and Transmission Expansion Plan – provides least cost option scenarios for development of generation and transmission in SAPP countries (*led by SAPP Coordination Center with assistance from WB*)
- Least Cost Integrated Transmission Backbone Study – pre-feasibility study for least cost option for CESUL transmission backbone system (*EdM*)
- Zambezi Basin Multi-Sector Investment Opportunity Analysis – assess investment options on the Zambezi River and catchments across all sectors for all Riparian countries and considers scenarios to maximize benefits based on various constraints (*led by World Bank*)
- Mphanda Nkuwa ESIA and RAP (*Mphanda Nkuwa Consortium*)
- Moatize ESIA and RAP (*Vale and AES*)
- Benga ESIA and RAP (*Riversdale and Elgas*)
- Mozambique Water Resources Development Project 1 which is currently under preparation. This has an Institutional Support Component which, amongst other aspects, includes specific support to ARA-Zambeze (Regional Water Authorities under the DNA = Direcção Nacional de Aguas). (*Mozambique DNA, with World Bank support*)
- Mozambique Disaster Risk Reduction Project- includes an assessment of the flooding and the design of an integrated flood management plan primarily in the Zambezi Basin.
- MICOA (Ministry of Coordination for Environmental Affairs) / WB Institutional SREA (*INGC*)
- Mozambique Regional Transmission Development project Cost-Benefit Analysis (*EdM with World Bank Assistance*)

- ESIA and RPF of the Mozambican Integrated Transmission Line Backbone (CESUL Transmission Project)
- Technical and Economic Feasibility Study of Phase 1 of the Mozambican Integrated Transmission Backbone System (“CESUL Transmission Project”)
- Least-Cost Integrated Transmission Backbone Study.

4.0 Scope of Work

The study will provide an over-arching strategic regional assessment of the cumulative environmental and social impacts and provide a framework how to manage these impacts in order provide a basis for sustainable development in the Tete Province, along the transmission line routes and in the areas of influence of associated projects. The study will also provide an assessment of the indirect, induced and cumulative environmental and social impacts of existing projects, projects under construction and planned projects (15 to 20 year time frame) in the Tete Province, related transportation routes linked to developments in Tete and areas of influence of the proposed CESUL Transmission Backbone System and associated projects. The study should also assess the most important environmental services, how these services will be impacted and indicate measures how these environmental services can be maintained. The study will also provide a framework how to address the above-mentioned issues and propose mechanisms for implementation, sustainable financing mechanisms and a proposal for capacity building to support implementation of the recommendations. The three Final Reports to be produced by the consultant are to look at the issues and make recommendations at a strategic level.

The Consultants should take into account the following: Vale, who are developing the Moatize project are working to the IFC Performance Standards and could be in production prior to the SRESA / SRESF being completed and this will need to be taken into account by the consultant to ensure that the guidelines, standards, approaches and procedures in the SRESA are not in conflict with the Vale project. A similar approach should be taken with regard to Riversdale.

The SRESA will take into account all relevant documentation, such as the project specific Environmental and Social Impacts Assessments (ESIAs), RPF, Resettlement Action Plans (RAPs) and all other Socio-economic Baseline Studies for the coal mines, the thermo power plants in Tete Province and the planned gas thermo power plant in Ressano Garcia, the detailed ESIA and RAP for the Mphanda Nkuwa Hydropower Plant, ESIA and possibly

RAP for the Cahora Bassa North Hydro Power Plant, the MOZAL Aluminum Smelter ESIA and RAP, the Sasol Gas Pipeline ESIA, RAP and RESA (Regional Environmental and Social Assessment), etc. Where appropriate, the study will incorporate findings from detailed work carried out under other studies, rather than repeating works which have recently been completed. The SRESA will use mostly existing data (some limited primary data collection might be required), but will identify the need for additional studies and generation of primary data at a later stage.

4.1 Environmental and Social Principles and Standards

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The SRESA will follow the principles, guidelines and standards stated in:

- “EIB Statement of Environmental and Social Principles and Standards(2009)”
- “EIB Environmental and Social Practices Handbook (2007)”
- “Source Book on EU Environmental Law (2008)”
- The Equator Principles
- IFC’s Performance Standards
- World Bank applicable Safeguard Policies
- World Bank Group applicable Environmental, Health and Safety Guidelines, with as a minimum the General Environmental, Health and Safety Guidelines, Mining, Thermal Power, Electric Power Transmission and Distribution Guidelines, Railways, Ports, Harbors and Terminals, etc.

4.2 Projects to be considered in the analysis

The consultant should discuss with Government, EDM, private sector, World Bank and others to ascertain the plans for large scale development projects in Tete Province, related transportation routes linked to developments in Tete, and areas of influence of the proposed CESUL Transmission Backbone System and associated projects. Existing projects, projects under construction and large scale projects already planned to be implemented within a 15 to 20 year time frame should be considered. Projects in at least the following areas should be considered: mining, hydro and thermal power generation and transmission, railway and port development, water transport, other industrial projects, Zambezi bridge rehabilitation, potential gas and oil projects if any (seismic, exploration and exploitation), tourism development projects, forestry exploitation, agro-industries, agricultural development, etc.

The list of projects should include, but not be limited to:

- *Tete Province:* Cahora Bassa South hydropower plant (existing); proposed Cahora Bassa North Bank Hydropower Projects, coal mines in the Moatize area, and related coal-fired power plants, the Mphanda Nkuwa Hydropower Project, and other large scale projects to be planned and constructed in the next 10 to 15 years to come;
- *Related Transportation Infrastructure:* the Sena Railway, the Beira coal terminal, the Zambezi River coal export route, the Moatize-Nacala Railway and Nacala coal terminal, the rehabilitation of the Zambezi Bridge in Tete, etc.
- *Area of Influence of the CESUL Transmission System:* MOZAL Aluminum Smelter and Expansion Projects, other large scale projects to be planned and constructed in the next 10 to 15 years.

4.3 Strategic Regional Environmental and Social Assessment (SRESA).

For Tete Province, related transportation routes linked to developments in Tete and areas of influence of the proposed CESUL Transmission Backbone System and associated projects, and for the projects and investments determined in the previous paragraphs, for current, projects under construction and those planned in a 15 – 20 year timeframe, consultants should undertake and concisely present analysis in the following areas mentioned below under points 4.3.1 through 4.3.10.

Mostly existing data should be used for the preparation of the SRESA. Based on existing data and experience to date, there should be assessments/analysis carried out of cumulative Environmental and Social impacts and how to manage these impacts; however, Consultants are encouraged to explore any recent development in the proposed project areas that could feed in the SRESA report. Specific attention should be given to women and most vulnerable groups in the studied communities.

Specific tasks include:

4.3.1 *Baseline Resource Studies for:*

- Environmental Resources and Services;
- Socio-economic Resources including gender and vulnerable groups dimensions;
- Physical Cultural Resources.

These studies contain good and necessary background information. However, by nature these studies are descriptive. What is additionally needed for reaching the eventual goal of the exercise, i.e. providing an overall framework for maximizing environmental and social benefits and managing risks, including macro-economic and geopolitical costs and benefits linked to the inclusion of environmental and social management considerations into large-scale infrastructure projects in a separate chapter, is more an analysis of the current experience and likely future developments with environmental and social topics to understand where are the bottlenecks, what works, what does not work, and how to best manage these issues.

4.3.2 *Comparison with Alternative Sources of Power Generation for SADC.*

The SRESA will include presentation of an Options Assessment (see also section 1.5) of the least cost power generation and power transmission options to meet the objective of providing affordable, competitive, reliable electricity supply to Mozambique, South Africa and the Southern Africa Power Pool (based on existing studies and data). Least cost assessment should include consideration of: project costs, choice of technology and environmental and social costs. This Options Assessment would cover all feasible power generation and transmission line options, including hydropower, thermal power (oil, coal, diesel, gas, heavy fuel, bio-fuel), solar, wind, geothermal, mini-hydropower, nuclear power, etc. The Options Assessment will need to provide a least cost investment sequence scenarios given a range of assumptions and constraints. The proposed Mphanda Nkuwa and Cahora Bassa North Hydropower Plants, Benga and Moatize power plants and the Backbone Transmission Line Project should be considered. There are a large number of options to meet these objectives within Mozambique and in other SAPP countries. The Southern

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African Power Pool Indicative Generation and Transmission Expansion Plan and the Least Cost Integrated Transmission Backbone Study indicated above, will provide a relevant background analysis. The full feasibility study and ESIA including the RAP and RPF for the CESUL Transmission Backbone Project will be on-going concurrently with the SRESA or they will be finished before and should be taken into account. It is essential that the SRESA incorporates the findings of these and other relevant studies.

4.3.3 Comparison with Alternative Options for Development of the Zambezi River Basin

The SRESA will include presentation of an Options Assessment of various options for development on the Zambezi River and River Basin considering all the riparian countries and the range of potential development activities being considered by the Riparian countries. The Zambezi Basin Multi-Sector Investment Opportunity Analysis, led by the World Bank, is currently underway and is scheduled to be completed by December 15, 2009. The consultants should consult the draft reports, which will be available earlier. The overall objective of this on-going study is to provide decision support guidance to the main stakeholders – ZAMCOM (Zambia Institute of Mass Communication), SADC (Southern African Development Community), individual line agencies in the riparian States responsible for managing and developing water and related resources in the Zambezi River basin, and the World Bank. This guidance will be based on a multi-sectoral economic analysis of growth-focused development options and investment potential from both a basin and country perspective for the 8 riparian countries. Specifically, the analysis will (i) identify growth-focused potential investment options and make an initial assessment of the (macro) economic, geopolitical, hydrological, and social and environmental implications of these options, (ii) assess the benefits of cooperative and joint investments over unilateral development for the riparian countries individually and for the region as a whole, with specific attention given to women and most vulnerable groups in the studied communities; (iii) review how existing World Bank operations (proposed, in preparation and under supervision) relate to the outcome of the analysis from a basin perspective. The findings of this study should be incorporated in the SRESA.

4.3.4 Assessment of Climate Change Vulnerability

The consultants will need to evaluate the risk of climate change on the wider project area, but especially the risk of reduced or too much water availability for hydropower and impacts on the lower Zambezi River Basin. The consultants should use the best available data locally and worldwide to carry out this specific evaluation and develop scenarios. Consultant should also capture local dynamics building upon local communities experience through a participatory and transparent public consultation process. Because recent research has shown that women and the most vulnerable groups will likely be the first and most impacted by such natural disasters effects, Consultant will make sure their issues and concerns are well and comprehensively captured within mechanism proposed to mitigate any tangible impacts.

4.3.5 Greenhouse Gas Impact and Mitigation Measures

Assessment of how Greenhouse Gas Emissions linked to the power generation investments can be minimized, eliminated and/or compensated, in an economically, socially, environmentally and financially sustainable manner, for example through improved technology (i.e. sub-critical, super-critical or ultra-critical coal fired power generation) or offsets such as rehabilitation of degraded natural habitat areas by communities, tree planting programs, either directly (community tree planting initiatives, CDM approaches through carbon finance activities benefitting communities in the project area) or through agro-forestry micro-projects to encourage farmers/communities and help maximize their investment return rates. The SAPP Indicative Generation and Transmission Expansion Plan include an analysis of this issue which would be relevant for/to the SRESA.

4.3.6 Zambezi River Water Resource and Management Aspects - Hydrological Modeling.

The SRESA will include an assessment of the cumulative impacts of the various hydrological activities planned for the Zambezi. To avoid duplication of effort, it would be important to ensure that the SRESA consultants determine whether they can utilize any model and results developed by other players, before developing a new model. For example, the *Mphanda Nkuwa ESIA* process will be critical as an input to the SRESA. The ESIA for the Mphanda Nkuwa hydropower project includes development of a detailed hydrological model, specifically to assess detailed environmental and social impacts of the dam and the various flow regimes. Since the flow to Mphanda Nkuwa will be determined by releases from Cahora Bassa, the model necessarily has to take into account the HCB flow regimes and the impact of different HCB operating regimes on Mphanda Nkuwa flows and releases. The model is also expected to account and address major social issues related to the foreseen potentials impacts of these releases on both upstream and downstream communities. Also, the *Zambezi Basin Multi-Sector Investment Opportunity Analysis* includes a higher level hydrological model and an assessment of cumulative costs and benefits of various scenarios. Active coordination by the Government will be needed to make this information sharing a workable arrangement.

Avoidance or Minimization of Dangerous Flooding of the Zambezi River in Mozambique.

The consultant should assess the current situation and propose ways to improve the current status. This involves at least two distinct aspects:

- development of an improved early warning system to alert downstream villages of flood-creating releases from HCB (and later Mphanda Nkuwa). An early warning system has been implemented, and in the most recent flood this system contributed to avoiding any flood-related deaths. However there was still considerable displacement of people and loss of property and livelihoods. The *Mphanda Nkuwa ESIA and RAP* process will address this issue and the issue would also be addressed in the SRESA, for example through an assessment of the current Flood Early Warning System, and Recommendations for improvements. In addition, the *Mozambique Disaster Risk Reduction Project* includes an assessment of the flooding and the design of an integrated flood management plan primarily in the Zambezi Basin. Coordination with

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the Mphanda Nkuwa ESIA and *RAP* team, the Disaster Risk Reduction Team and Mozambican authorities responsible for managing or coordinating on the Zambezi would be critical in this exercise.

- improved communication and coordination with upstream riparians (particularly in Zimbabwe and Zambia with respect to releases from Lake Kariba). Given the foreseen local impacts on riparian communities, the Consultant are encouraged to consult thoroughly with riparian communities and assess the most tangible ways in involving them in mitigating these risks. There are existing coordination mechanisms, but these need to be improved. There is ongoing dialog under the auspices of the Zambezi River Commission “Zamcon”, which involves many of the riparian countries. However to date Zambia has not ratified the relevant instrument, and two further ratifications are needed to give authority to Zamcon. Zamcon is currently operating under an Interim Secretariat. There is a limit to what Mozambique can accomplish unilaterally. The Mozambique Water Resources Development Project 1 and the Zambezi Basin Multi-Sector Investment Opportunity Analysis both contain activities relevant to improved coordination. The consultant should assess the current situation and provide specific recommendations as to the benefits to Mozambique from improved coordination and actions that the relevant authorities in Mozambique could take to move the process forward.

Examining the Costs and Benefits of Re-creating “natural” pre-Cahora Bassa flooding patterns. The potential benefits of this would be to improve livelihoods for downstream riparians (e.g. improved agriculture close to the river due to deposition of silt during artificial flooding) and partial restoration of the original river and estuarine environment, as well as that of the community livelihoods. There would potentially be some impacts on power generation, which needs to be assessed. Also there may be some negative environmental and social impacts since the natural and human environment have adapted to the post-Cahora Bassa flow regime which has been the situation for over 30 years. The relative costs and benefits should be assessed and concrete measures taken to mitigate any possible constraint. This exercise would also be included in the SRESA. As appropriate, relevant information and analysis should be gathered from the *Mphanda Nkuwa ESIA, and RAP, the Zambezi Basin Multi-Sector Investment Opportunity Analysis* and other sources.

4.3.7 Public Health Impact of Zambezi River Developments.

The consultants should assess the cumulative public health impacts of the hydropower and other projects on the Zambezi River and Tete, especially the impacts of intestinal and urinary bilharzia, malaria and other waterborne and communicable diseases (identify the need for baselines). Comprehensive and instructive public consultation will need to be launched during project operation, wherever necessary, to make sure that no one is left behind and local communities should become fully aware of the potential health-related issues they may

face. Consultants should identify strategic approaches how to address these public health issues in an effective and transparent manner.

4.3.8. Macro-economic, Geopolitical Benefits from improved environmental and social management, Social Benefits and Benefits sharing

The SRESA should assess in a separate chapter the macro-economic and geopolitical costs and benefits for the project area and Mozambique as a country of improved environmental and social management and the benefits and costs for the population living in the area of the investments and how the costs and benefits are to be shared between central, provincial and district governments and affected local communities (revenue sharing arrangements). Particular attention should be given to gender dimensions, particularly issues pertaining to women, youth and vulnerable groups living in the area, their concerns and expectation of benefiting from the planned investment projects. The *Mozambique Regional Transmission Development project Cost-Benefit Analysis* will cover these issues in detail and will be undertaken in parallel with the SRESA. The SRESA consultants should make every effort to liaise with the Cost-Benefit Study consultants to avoid unnecessary duplication of effort.

4.3.9 Evaluation of the “Without Mitigation Case”

The SRESA should also include an Evaluation of Potential Impact on Tete, Central and Southern Mozambique region in 10-15 years In case **No** Adequate Strategic Environmental and Social Mitigation Action Plans are implemented.

4.3.10 Broad-brush estimate of the overall direct, indirect, induced and cumulative impacts of these developments

This would include all areas noted in the above points as well as, for example, impacts on terrestrial, freshwater aquatic, estuarine and marine ecosystems, water, soil, air and noise pollution levels, impacts of potential acid mining leachates, and oil spills, other environmental impacts; solid and hazardous waste impacts, safety aspects of workers and communities, impacts on people, public health, quality of life and poverty, HIV/AIDS prevalence and other communicable diseases, impacts of resettlement, employment, workers influx into Tete Province, inflation of prices of food products, availability of arable land and land for resettlement after land acquisition for multiple concessions has been take away, etc.. Particular attention should be paid to the impacts on endangered and threatened aquatic, estuarine, marine and terrestrial species and other biodiversity such as the impacts on mangrove forests and the impacts on people along the banks of the Zambezi River. The study should also include an assessment of the cumulative impacts on the region’s water bodies (i.e. Moatize River, Revubue River, Moarize River and others in the region) including evaluation of downstream flooding, associated impacts and alternatives to control and prevent floods from the Cahora Bassa and Mphanda Nkuwa Dams.

4.4 Strategic Regional Environmental and Social Framework (SRESF)

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The SRESF, which is part of the SRESA, will include:

- *Regional Planning Framework and Zoning Plan* which will provide strategic guidance, from an environmental and social management perspective, to guide these developments with respect to the most appropriate selection of sites for developments in the Tete Province, and the area of influence along the Transmission Line Right-of-Way (RoW) and in southern Mozambique.
- *Guidelines, standards, procedures and approaches to address the environmental and social impacts to create a level playing field.* The approach will be on a strategic level instead of on a project by project level while the principles, guidelines and standards of reference will follow the documentation indicated in chapter 4.1. The approach would include preparation of agreed guidelines regarding environmental and social management, resettlement procedures, practices, compensation levels and social responsibility activities for all investors in order to provide a level-playing field for all investors and good environmental and social practices are implemented across the board. For example the following areas and activities would be at least included: agreed guidelines/standards on Environmental and Social Management, pollution control guidelines/standards for air, water, noise and soil emissions, waste management guidelines/standards, hygiene, safety and security guidelines/standards, child labor prohibition (including minimum age of employment 18 years), right to workers organization, resettlement and compensation guidelines/standards and procedures, guidelines/standards for resettlement housing and settlement, participatory public participation, gender issues (equal rights for females to employment) and town planning, social accountability and responsibility guidelines/standards, employment and minimum wage guidelines/standards, HIV/AIDS policy guidelines/standards, etc.
- *Legal and Administrative Policy Framework.* The consultant will review relevant legal and regulatory instruments and procedures and will comment on, and if required, propose revisions to the existing relevant Legal and Administrative Policy Framework.
- *Strategic Regional Sustainable Development Action Plan (SRSDAP).* All the above will be reflected in a guide for environmentally and socially sustainable development of the zones in the area of influence of the Backbone Transmission Line Project, in the Tete Province and in central and southern Mozambique. This plan will provide guidance in selecting the most appropriate sites for certain economic development activities from a macro-economic, geopolitical and environmental and social sustainability perspective.

4.5 Institutional Capacity Assessment and Capacity Building Program

The Consultants will identify all the key public sector institutions, both official and traditional, that will be involved in assessing, carrying out, and monitoring the environmental and social aspects and plans (i.e. urban development plans) discussed in the SRESA. These will include but not be limited to: MICOA (Ministry of Coordination for Environmental Affairs), Ministry of Energy, Ministry of Agriculture, Ministry of Housing and Public Works, Ministry for Estate Administration, EdM, DNA (Direcção de Aguas), ARA Zambezi (Regional Water Authority), ANE (Administração Nacional de Estradas), CFM (Caminhos de Ferros de Moçambique), TDM (Telecomunicações de Moçambique), traditional and others as determined from the assessment and other key stakeholders (including local Government planning and revenue management agencies in locations such as Tete). For each entity the consultant will assess the current capacity in light of the planned activities covered in the SRESA, taking into account planned and on-going capacity-building initiatives. For example, the World Bank is preparing an activity to strengthen MICOA and the World Bank financed Mozambique Water Resources Development Project 1, which is currently under preparation, has an Institutional Support Component which, among other aspects, includes specific support to ARA-Zambeze. In addition to the World Bank, there are a number of other partners supporting ARA-Zambeze. The SRESA consultant will determine in detail, for ARA Zambeze, DNA and other identified institutions, the on-going and planned capacity building efforts. The SRESA consultants will then assess the gaps and areas where additional support will be required, especially in terms of social and environmental safeguard management issues and propose a plan for capacity building, by institution, including implementation arrangements and cost estimates.

4.6 Participatory Public Consultation

The final project scope for the SRESA needs to be elaborated based on the inputs provided during participatory public consultation meetings with key stakeholders, including Government, e.g. MICOA, EdM, Ministry of Energy, ANE, DNE (Direcção Nacional de Energia), CFM, representatives of the investors and companies, communities, including downstream and upstream communities and community based associations from Cahora Bassa and Mphanda Nkuwa, around Moamba power station, and in the area of the Moatize and Benga coal mines and power stations, NGOs, such as WWF, Justiça Ambiental, etc. (Scoping of the Terms of Reference) The consultants should include in their proposal a Participatory Public Consultation and Disclosure Plan (PPCDP). Participatory Public Consultation fosters public awareness, ownership and social accountability. Public Consultation and Participation also needs to be thoroughly carried out with key stakeholders both on the final scope of the TOR and the Final Draft SRESA. Relevant comments of key stakeholders need to be taken into account in the Final SRESA Report. Public Consultation and participation needs to be an important element in the preparation of the SRESA and should, as much as possible, involve all key stakeholders including women, elderly, youth and most vulnerable groups of the targeted communities. Minutes of meetings with key

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stakeholders need to be included as a summary in the main report and as an Annex in the SRESA and the report needs to indicate how key stakeholder concerns have been addressed.

The public consultation program should describe in detail, which methodology will be and has been used and include a comprehensive list of people consulted, preferably disaggregated by gender and possibly by age and/or poverty level if applicable.

4.7 Reports: to be delivered

The consultant will submit the following four reports to be prepared both in English and Portuguese with non-technical Executive Summary up until 8 months of commencement of activity:

- Inception Report;
- Draft Strategic Regional Environmental and Social Framework (SRESF), including an action plan with budget, institutional arrangement and recommendations;
- Draft Final Institutional Capacity Assessment and Capacity Building Program with Action Plan, budget, institutional arrangements and recommendations included;
- Draft Strategic Regional Environmental and Social Assessment (SRESA) report, including an action plan, Options Assessment budget, institutional arrangements and recommendation;
- Final Reports indicated in bullet 2-3 above after inclusion of the comments of the Government of Mozambique, the EIB, World Bank, other donors and key stakeholders.

The requirements for preparation, submission, approval and the number of copies for submission of the reports are explained in detail under the subsections below.

4.7.1 Minimum content of Reports:

Inception Report: Defining among others:

- Final scope indicating the adjustments that need to be introduced to adequate the project to the present needs
- final work plan defining each of the intended tasks,
- input of local participation with a descriptive summary of the level and depth of communities' participation;
- coordination with both local and national institutions involved,
- detailed list and timing of Tasks/Milestones,
- work organization,
- risks and assumptions

Monthly Reports: The project status report that presents the current development of the project compared to the Work Program, defining significant changes or unexpected events, evaluating the causes and planning recovery actions when required.

3 (three) Final Reports

Report 1: Draft Final Strategic Regional Environmental and Social Assessment (SRESA), including an action plan, with budget, institutional arrangements and recommendations. These recommendations should also reflect the strategic level recommendations produced by the Action Plan. Report 1. should also include the Options Assessment.

Report 2: Draft Final Strategic Regional Environmental and Social Framework (SRESF), including an action plan with budget, institutional arrangements and recommendations. These recommendations should also reflect the strategic level recommendations produced by the Action Plan.

Report 3: Draft Final Institutional Capacity Assessment and Capacity Building Program, including an action plan with budget, institutional arrangements and recommendations. These recommendations should also reflect the strategic level recommendations produced by the Action Plan.

All Action Plans need to be accompanied by associated budgets and institutional arrangements for their implementation.

4.7.2 Quantities of Reports to be submitted:

The quantity of the draft and final reports to be submitted to the client in hard and electronic (CD) copies are summarized in the table bellow:

| Reports | Draft | | Final | |
|----------------------------------------------------------------------|-----------------------|---------------------------|-----------------------|------------------------|
| | Number of Hard copies | Electronic format (email) | Number of Hard Copies | Electronic Format (CD) |
| Inception Report | 10 | Yes | 30 | 5 |
| SRESA & Options Assessment Report | 10 | Yes | 30 | |
| SRESF Report | 10 | Yes | 30 | 5 |
| Institutional Capacity Assessment & Capacity Building Program Report | 10 | Yes | 30 | 5 |

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| | | | | |
|--------------------------------|---------------|-----|---------------|-------|
| Monthly Project Status Reports | Only by email | Yes | Only by email | Email |
|--------------------------------|---------------|-----|---------------|-------|

In addition, the Consultant is required to submit three hard copies of the reports to Mr. Stefan Kerpen, European Investment Bank, OpsB/DEAS-TAU, 100 boulevard Konrad Adenauer, L-2950 Luxembourg.

4.7.3 Timing for submission of Reports

The tentative timing for submission of Reports and other relevant documentation related to the project by the consultant to the client, as defined above is the following:

- **Six (6) weeks** after commencement of the service the consultant shall submit the Inception Report to the client;
- **Five (5.0) month** after commencement of service the consultant shall submit draft Strategic Regional Environment and Social Assessment (SRESA) report, including an action plan and the Options Assessment;
- **Six month (6.0)** after commencement of the services, the consultant shall submit draft Report 3 - Strategic Regional Environment & Social Framework (SRESF), including an Action Plan;
- **Six and half (6.5)months** after commencement of the service the consultant shall submit the draft Institutional Capacity Assessment and Capacity Building Program with Action Plan included;
- **Eight (8) month** after commencement of the service the consultant will submit the Final Reports indicated in bullet 2-4, including action plan with budget, institutional arrangements and recommendations.

The draft final report will be submitted up until 6.5 months: 10 hardcopies and a CD for each of the SRESA + Options Assessment, SRESF and Institutional Capacity Assessment and Capacity Building Program reports in Microsoft Word. Final reports after 8 months after inclusion of the comments of the Government of Mozambique, the EIB, World Bank, other donors and key stakeholders: 30 hardcopies and a CD for each of the SRESA + Options Assessment, SRESF and Institutional Capacity Assessment and Capacity Building Program reports in Microsoft Word.

4.8 Publication/Public Disclosure:

All three reports at each stage will be simultaneously disclosed in the project areas in the local Government Offices in Tete, Beira at a minimum and in Maputo. Especially the non technical Executive Summary will need to be widely made available. The availability of the three reports for comments will need to be announced in the newspapers, on the local radio

and announced in the Local Government Offices. The three reports will also be disclosed in the Infoshop and on the internet site of the World Bank in Washington.

4.9 Support by the Government of Mozambique, EdM, Ministry of Energy, MICOA and investors

The GoM, EdM, Ministry of Energy, MICOA and investors will need to provide access for the consultants to all project sites and communities, to all relevant agencies, to all data and relevant documents needed for the SRESA study. These partners should also provide counterparts to the consultants to facilitate and speed up the work.

The consultant shall liaise closely with the World Bank safeguard specialists, EIB environmental specialists and the client particularly with the EdM PCU to ensure smooth project implementation and early notice on problems encountered.

The following workshops and meetings will be held during the implementation of the project:

Kick-off meeting

The meeting will be held in Maputo to discuss and refresh the overall implementation methodology and strategy between the Consultant, the Client, the EIB, World Bank and other donors. Monthly follow up meetings will be held in Maputo.

Workshop for presentation of the Inception Report

A half-day workshop to be held in one of the appropriate conference rooms in Maputo city at the beginning of the second month after commencement of the project shall be arranged by the Consultant. Costs for participation of about 20 participants from the client are to be borne by the Consultant. Under the workshop the consultant shall make presentation of final project scope, his preliminary views, approach, methodology and work plan to be taken by the study team. Organizational and coordinating matters between the consultant and the different project concerned parties will be also discussed during this event. The workshop is to be followed by a short coordination meeting between the Consultant the Client/PCU, the EIB, World Bank and other donors for a quick review on the progress of the Project.

Workshop for presentation of the draft Final Results of the Assignment

The final workshop shall be held in one of the appropriate conference rooms in Maputo city at the end of the assignment approximately between the eleventh and twelfth month after commencement of the project shall be arranged by the Consultant. Costs for participation of about 20 participants from the client and various stake key holders, including representatives from the communities at the various project sites, are to be borne by the Consultant. Under the workshop the consultant shall make a presentation of the final results of the following three different sections of the study to be finally presented under separate reports: (i) Strategic Regional Environmental and Social Assessment (SRESA) + Options Assessment,

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(ii) Strategic Regional Environmental and Social Framework (SRESF), and (iii) Institutional Capacity Assessment and Capacity Building Program.

Meeting for presentation of the Final Results of the Assignment

The final meeting between the Consultant, the Client/PCU, the EIB, the World Bank and other donors is to be held at the Employer's headquarter in Maputo in view for the Consultant to make a detailed presentation of the final results of the assignment in particular the four different reports required for the assignment, namely, the SRESA/Options Assessment report, the SRESF report and the Institutional Capacity Assessment and Capacity Building Program. The documents shall have incorporated all relevant comments and inputs provided for by the stakeholders during the previous workshop. The meeting is also expected to address all other outstanding project matters towards their settlement aiming for the completion of the project.

5. Experience of the international consultant and duration of contract

5.1 Experience required

The project team needs to include at least the following international consultants:

- i) An experienced consultant Project Manager (Team Leader) with expertise in environmental and social planning and management and SRESA preparation (minimum 10 years of relevant international experience), with a minimum of 7 person-months;
- ii) An experienced consultant with experience in involuntary resettlement issues, social development, sociopolitical economy and public consultation and participation (minimum 10 years of relevant international experience), with a minimum of 5 person-months;
- iii) An experienced hydrologist with in-depth knowledge of hydropower projects, hydrological modeling, emergency action planning regarding dam water releases, water quality management and experience in climate change impacts and water availability (minimum of 10 years relevant international experience), with a minimum of 5 person-months;
- iv) An Energy Planning specialist for the Options Assessment Study (minimum of 10 years relevant international experience);
- v) An experienced environmental/social development economist with experience in costs and benefits of environmental services, in revenue sharing mechanisms (minimum of 10 years relevant international experience);
- vi) Aquatic, terrestrial biodiversity specialists (minimum of 7 years relevant international experience);
- vii) A Greenhouse Gas and Clean Development Mechanism Specialist (minimum of 7 years relevant international experience);

- viii) A Public Health specialist, with a specialty in waterborne diseases, such as Bilharzia and Malaria (minimum of 7 years relevant international experience);
- ix) An experienced consultant with experience in macro-economic development, management and planning and geopolitical aspects (minimum of 10 years relevant international experience);
- x) Other specialties as needed. The team is strongly advised to hire local consultants to support the field work as they understand better the social dynamics involved of the communities and areas to be studied.

5.2 Time Schedule and estimated Time Effort:

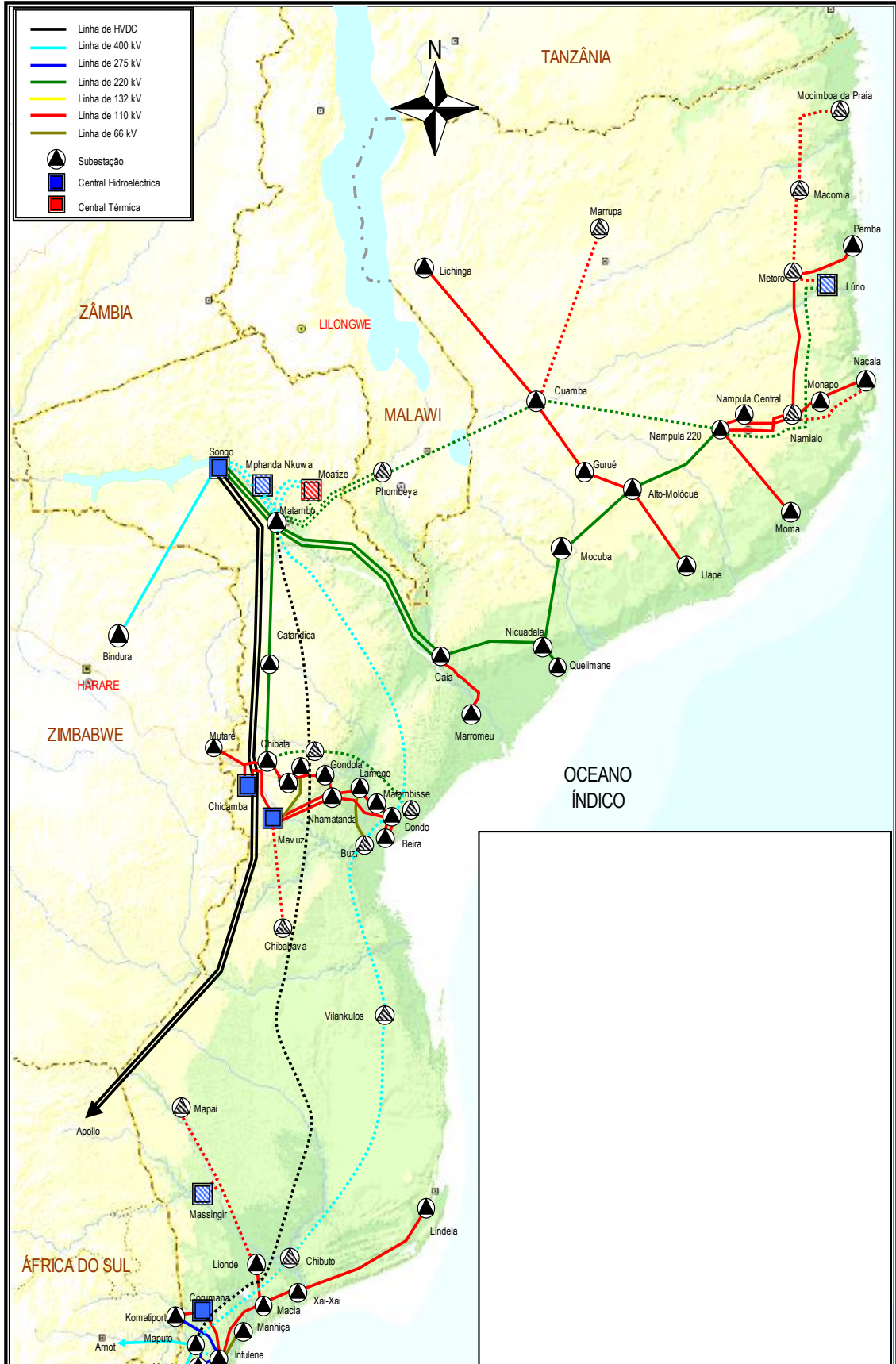
The implementation of the whole SRESA assignment is anticipated to last for 8 (eight) months.

The estimated consultant effort for all experts to be involved in execution of the present study assignment is a minimum of **35 (thirty five)** person – months in addition to a significant local specialists participation.

The Project Manager is requested to be in a long term assignment in Mozambique for at least 7 person-months during the project implementation. Most of the work is expected to be developed in Mozambique.

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Annex 1. Transmission network Map of Mozambique.



Annex 2. Example of Table of Contents for SRESA from another project

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Section 6. Standard Forms of Contract

CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

between

Electricidade de Moçambique, E.P.

and

[name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, **Electricidade de Moçambique, E.P.** (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has applied for funds from the European Union (EU) – Africa Infrastructure Trust Fund, for which the European Investment Bank (EIB) (hereinafter called the “Bank”) shall act as agent, towards the cost of the Services and intends to apply the proceeds of this grant to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the grant, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the grant or have any claim to the grant proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements

- Appendix C: Key Personnel and Sub-Consultants
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Breakdown of Contract Price in Local Currency
- Appendix F: Services and Facilities Provided by the Client
- Appendix G: Form of Advance Payment Guarantee

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Bank shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Electricidade **de Moçambique, E.P.**

Mr. Marcelino Alberto

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Bank” means the European Investment Bank with its Head Office at 100 boulevard Konrad Adenauer, Luxembourg, Grand Duchy of Luxembourg
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC

may be amended or supplemented.

- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

**1.2 Law
Governing
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

**1.6 Authority of
Member in
Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.7 Authorized
Representa-
tives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption If the Client determines that the Consultant and/or their Sub-Consultants has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).

Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.

1.9.1 Definitions For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) “corrupt practice”⁷ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁸ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁹ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”¹⁰ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a

⁷ “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁸ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁹ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹⁰ A “party” refers to a participant in the selection process or contract execution.

Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.6.

1.9.2 Measures to be Taken (vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

1.9.3 Commissions and Fees The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in the case of the event referred to in (e).

(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Bank fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client or the Bank fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard The Consultant shall perform the Services and carry out their obligations

- of Performance** hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.
- 3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out

and maintained and that the current premiums have been paid.

- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant shall permit the Bank and/or persons appointed by the Bank to inspect its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Consultant Guidelines).

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum

qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its

interpretation.

**8.2 Dispute
Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1(a) | The words “in the Government’s country” are amended to read “in MOZAMBIQUE ” |
| 1.3 | The language is English . |
| 1.4 | <p>The addresses are:</p> <p>Client: Electricidade de Mocambique Electrification and Projects Directorate 368 Filipe Samuel Magaia Ave P.O.Box 2532 Maputo - Mozambique</p> <p>Attention: Mr. Marcelino Alberto, Executive Board Member</p> <p>Facsimile: +258 21 322074</p> <p>E-mail: mgildo@edm.co.mz</p> <p>Consultant: _____ _____</p> <p>Attention: _____ _____</p> <p>Facsimile: _____ _____</p> <p>E-mail: _____ _____</p> |

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| <p>{1.6}</p> | <p>{The Member in Charge is <i>[insert name of member]</i>}</p> <p><i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p> |
| <p>1.7</p> | <p>The Authorized Representatives are:</p> <p>For the Client: Mr. Marcelino Alberto, Executive Board Member</p> <p>For the Consultant: _____</p> |
| <p>1.8</p> | <p>The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Client shall pay on behalf the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:</p> |
| | <p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and</p> |

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| | <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.</p> |
| 2.1 | The Effective Date shall be the signing of the Contract following non-objection of the draft contract by the EIB. |
| 2.2 | The Consultant shall begin carrying out the Service not later than 30 days after the Effective Date. |
| 2.3 | The time period shall be 8 (Eight) Months. |
| 3.4 | <p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of EUR 50,000;</p> <p>(b) Third Party liability insurance, with a minimum coverage of EUR 50,000;</p> <p>(c) professional liability insurance, with a minimum coverage of EUR 800,000;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> |

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| 3.7 | The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client. |
| 5.1 | N/A |
| 6.2(a) | The amount in foreign currency or currencies is 700 000 EUROS (seven hundred thousand euros). |
| 6.2(b) | The amount in local currency is <i>Nil</i> . |
| 6.4 | <p>Payments shall be made according to the following schedule:</p> <p>(a) Fifty (50) percent of the Total Contract Price shall be paid on the contract signature upon the submission of invoice and bank guarantee in the name of EIB.</p> <p>(b)-Twenty Five (25) percent of the Total Contract Price shall be paid upon submission and approval by EDM and the EIB of the draft Strategic Regional Environment & Social Framework (SRESF) report, including an Action Plan and the Institutional Capacity Assessment.</p> <p>(c) Twenty Five (25) percent of the Total Contract Price shall be paid upon acceptance by EDM and the EIB approval of the final report including action plan with budget, institutional arrangements and recommendations. The final Report will be approved by Government of Mozambique, the EIB.</p> |

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| <p>8.2</p> | <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to FIDIC for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, FIDIC shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS</p> |
| | <p>(c) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the INTERNATIONAL CHAMBER OF COMMERCE, PARIS to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> |

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| | <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties</i>]; or (b) the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any Members' or Parties'] shareholders; or (d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract. |
| | <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in the International Chamber of Commerce of Paris; (b) the ENGLISH language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. |
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IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.*
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.*
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*
- C-4 Same information as C-1 for Key local Personnel.*

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

- 1. Monthly rates for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenses.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: List here the services and facilities to made available to the Consultant by the Client.

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4 and Clause SC 6.4.

Bank Guarantee for Advance Payment

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ European Investment Bank _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. [reference number of the contract] dated [insert date] with you, for the provision of [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of [amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Consultants, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words])¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number _____ at [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the __ day of _____, 2____,²

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.