

REQUEST FOR PRICE

1. PROJECT		
NAME OF THE PROJECT:	Capacity Development of the Ministry of Mineral Resources and Energy (MIREME) and Energy Regulatory Authority (ARENE)	
CODE OF THE PROJECT:	MOZ1403011	

2. OBJECT OF THE REQUEST		
CONTRACT TITLE:	Elaboration of an overview of priority regulatory needs for the off-grid renewable energy sector in Mozambique	
REFERENCE:	MOZ1403011-10005	
DATE OF THE REQUEST:	3 rd of September 2020	

3. GENERAL IMPLEMENTATION INFORMATION			
IMPLEMENTATION PERIOD:		The services must be performed within 75 calendar days starting from the date of the kick off meeting considered as the start date of activities. The kick off meeting is to be held as soon as possible after notification of Award Letter, and no later than 5 calendar days after notification of the Award Letter.	
PERFORMANCE ADDRESS:		Most work will be done in the consultants' work environment, including telecommunication for conferencing and most meetings.	
CONTRACT MANAGER:		Evert Waeterloos, Intervention Manager, evert.waeterloos@enabel.be	
PAYMENT:	 Payment will be made as follows: 40% of the total sum will be paid after formal acceptance of final preliminary report; 60% will be paid after formal acceptance of final report and executive presentation. Invoice(s) will mention the name of the project, the reference "MOZ1403011-10005" and "Enabel, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels)". Invoice(s) will be submitted to Ms. Teresa Da Cruz, Project MOZ1403011, Enabel in Mozambique, Av. Kenneth Kaunda, 762, Maputo, Mozambique 		

4. Instructions to tenderers			
	DATE:	22 nd September 2020 by 12H	
SUBMISSION OF TENDERS:	PLACE:	Original tender must be signed, dated and sent in a sealed enveloped (mentioning: "MOZS1403011-10005") to: Ms. Akila Munir, Project MOZ1403011, Enabel in Mozambique, Av. Kenneth Kaunda, 762, Maputo, Mozambique	

	Please submit 2 copies of the offer: 1 hard copy and 1 soft (digital) copy in a USB pen drive. Both copies have to be in a sealed envelope. Offers can be submitted in English OR Portuguese.
VALIDITY PERIOD OF TENDERS:	60 calendar days

AWARD CRITERIA:	Key Expert: 50%
AWARD CRITERIA.	Price: 50%

5. TENDER DOCUMENTS			
N°	TITLE	ANNEX N°	
1.	Tender form	Annex 1*	
2.	Financial proposal	Annex 2*	
3.	Contractual dispositions	Annex 3*	
4.	Terms of Reference	Annex 4*	
5.	CV of the expert(s) proposed for implementing this services contract		
6.	Certification (last fiscal year) from the competent authority stating that the tenderer is in order with the payment of applicable taxes that apply by law in the country of establishment.	* To be included in the proposal	
7.	Incorporation certificate from the competent authority	proposar	

 $[\]ensuremath{^*}$ To be included in the proposal, the notification and these documents consisting of the full contract agreement.

ANNEX 1. TENDER FORM

CONTRACT TITLE:	Elaboration of an overview of priority regulatory needs for the off-grid renewable energy sector in Mozambique	
REFERENCE:	MOZ1403011-10005	

IDENTIFICATION OF THE TENDERER	
NAME OF THE COMPANY / LEGAL FORM:	
DOMICILE / REGISTERED OFFICE:	
REGISTRATION NUMBER:	
REPRESENTED BY (NAME):	
FUNCTION:	
Tel:	
E-MAIL:	
ACCOUNT NUMBER FOR PAYMENTS:	
FINANCIAL INSTITUTION:	

By submitting this tender, the tenderer declares renouncing his own (sales) conditions and commits to performing this public contract in conformity with the provisions of the specific purchase conditions attached and for the prices offered. The tenderer declares on honour the following:

- He has not been found guilty by a judgement which has the force of res judicata of a crime that blemishes his professional integrity: 1° Participation in a criminal organisation; 2° Corruption; 3° Fraud; 4° Terrorist offenses or offenses related to terrorist activities; 5° Money laundering or terrorist financing; 6° Child labour and other forms of trafficking in human beings; 7° Occupation of third-country nationals who are unlawfully staying within the meaning;
- He is in order with payment of social security and taxes in accordance with the legislation of the country where he has his registered office;
- Neither members of administration or staff members, or any person or legal person who
 the tenderer has concluded an agreement with in view of performing the contract, may
 obtain or accept from a third party, for themselves of for any other person or legal
 person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind
 of benefits), directly or indirectly related to the activities of the person concerned for the
 account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the firms, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

Non-compliance with the above-mentioned conventions shall be considered a serious mistake in professional duties. In witness whereof he has established this declaration on honour which he declares true and sincere for all legal intents and purposes.

DATE:	
AUTHORIZED SIGNATURE:	

ANNEX 2. FINANCIAL PROPOSAL

N°	Description	Unit	Qty	Unit price* excl. VAT	Total price excl. VAT
1.	Key Expert	Man-day			
Total excl. VAT					
VAT (if applicable):				%	
Total incl. VAT					

 $^{^{\}ast}$ In case the contract is extended, the unit prices mentioned apply. See also contractual dispositions.

All prices in the tender are given in Euros (EUR) or Mozambican Meticias (MZN). Prices given are exclusive of VAT.

DATE:	
AUTHORIZED SIGNATURE:	

ANNEX 3: CONTRACTUAL DISPOSITIONS

Acceptance of the order

Any remark or dispute of the contractor about an order must be formulated in writing within 8 calendar days after the reception of the order. By default, the order is considered accepted. In case there is a remark or dispute formulated in the above-mentioned form and within the above-mentioned deadline, the contracting authority reserves the right to cancel the order with a simple written notification. Annulation does not entitle to any form of indemnity. The acceptance of the order implies the acceptance of all related conditions, including these Specific Purchase Conditions. The sales conditions of the contractor do NOT apply to the order even if the acceptance refers to them. Moreover, the acceptance of an order supposes that the contractor undertakes to supply possible spare parts for the whole planned period of use of the goods delivered. The fact, for the contracting authority, not to have one of these specific conditions respected during the performance of the order does not mean that it has renounced to that condition.

Price

Both unit and global prices are given in the currency mentioned in the tender forms. Except for VAT, these prices include all costs, taxes, duties and contributions of any kind, and namely:

- The costs for (un)packaging, (un)loading, transportation, insurance, customs clearance, delivery and unloading at the place of delivery, unless explicitly mentioned otherwise, the costs for documentation relating to the supply which may be demanded by the contracting authority, the costs for assembly and commissioning, the costs for necessary training. All prices are DDP (Delivered Duty Paid) Incoterms 2010 International Chamber of Commerce http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules.
- Fees, the per diems, accommodation costs, international travel costs, insurance costs, visa costs, communication costs (including the internet), administrative and secretariat costs, photocopy and printing costs, costs for documentation of the services that can be required by the contracting authority, the production and delivery of documents or records linked to the performance of the services, the customs and excise duties for materials and products used, the packaging costs, the reception costs, all costs, staff and material expenses needed to perform the present contract, the copyright fees, the purchase or leasing of third party services needed for the performance of the contract. Costs for any possible intellectual property rights.

If this contract is a lump sum price contract, the global price covers the whole performance of the contract or each of its items. The total contract price remains fixed irrespective of the actual quantities provided. If this contract is a price scheduled contract, only the unit prices are lump-sum prices. The contractor is deemed to have included in his unit prices all the charges of any kind normally applied to works/supplies/services, with the exception of VAT. The amounts due under the contract will be calculated by applying the unit prices to the quantities actually supplied, in accordance with the contract. Unless contrary provisions have been agreed upon in writing and by mutual agreement, the fixed prices may in no case be increased, not for a later cost of raw material, nor by applying a clause referring to price indexation, nor for any other reason whatsoever.

Delivery / Performance modalities

The delivery/performance deadlines agreed as well as the instructions about the delivery/performance address must be strictly observed. Any delivery must be accompanied by a delivery note mentioning the name of the contractor, the contract reference and the reference of the order form, the content of the package (nature of the goods and quantity), the information required by the regulations as well as all related certificates and documents. Any exceeding of the delivery date specified for the goods, services and/or related documents or the given dates for the performance of the works, and this for whatever reason, shall result as of right and by the expiry of the deadline in the application of a fine for late performance of 0.07% of the amount of the order per commenced week of delay. This fine is limited to a maximum of 20% of the total amount of the order. A lump sum amount of € 250, for administrative costs, is also applicable for the same reasons. Moreover, the contracting authority reserves the right to possibly cancel the order and to turn to another tenderer. Any possible extra cost shall be borne by the defaulting tenderer. Any costs for removing, transferring, forwarding and more in general any costs run by the contracting authority that can be charged to the defaulting contractor, are to be paid by it and are deducted from the amounts being owed to it.

Refusal and Acceptance of supplies and services, provisional acceptance

The contractor provides only goods and services that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the contractor knows or at least should know. Acceptance (provisional acceptance) only takes place after the complete verification by the contracting authority of the conformity of the goods and services delivered. The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the materials, does consequently only count as evidence of taking possession and does not concern the acceptance of the materials. Acceptance on the premises of the contracting authority or, otherwise, on site, counts as full provisional acceptance. Acceptance implies the transfer of ownership and of risks of damage and loss. In case of full or partial refusal of a delivery, the contractor is bound to take back, at its own costs and risks, the products refused. The contracting authority may ask the contractor to supply goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

Warranty – final acceptance for supplies and services

In addition to the legal guarantee against hidden defects, the products are guaranteed for (one) 1 year from the date of commissioning. During that time, at its own expense, the contractor repairs or replaces, as the contracting authority prefers, any defect, shortcomings and nonconformity found, and reimburses the contracting authority for any damage sustained as a direct or indirect result by itself or third parties. A new guarantee period of (one) 1 year applies to repairs and goods or services delivered as a replacement. Final acceptance occurs after the guarantee period.

Technical acceptance, acceptances and guarantee for works

A warranty of one (1) year is applicable on works done. It starts upon provisional acceptance.

Security

Any performance of a contract must meet the provisions of the Law of 4 August 1996 on the welfare of workers in the performance of their work, the general regulations for the protection of employment, the Codex about welfare in the workplace, and their executive arrests. The operations performed by the staff of the contractor when performing a contract are under the exclusive responsibility of the contractor. This responsibility includes any breach of the legal or regulatory prescriptions with regards to prevention and protection in the workplace.

Subcontracting and cession

Contractors may, under their sole responsibility, call upon subcontractors for certain components of the contract. Subcontracting is under the sole responsibility of the contractor and does in no way discharge the contractor of performance obligations under the contract vis-à-vis the contracting authority, which recognizes no legal relation with subcontracting third parties. One contracting party may not cede its rights and relinquish its obligations resulting from the order to a third party, without having obtained in advance the written approval of the other party. Any cession requires the signing of an amendment to the existing contract.

Invoicing and payment

Invoices are submitted in duplicate (two copies) and mention the reference numbers and the date of the order form, the description of the goods or services delivered or of the works done with for each item the quantities as well as the unit prices and global prices exclusive and inclusive of VAT. For works, two copies of the technical acceptance report and of the provisional acceptance report and/or a copy of the works logbook must be attached to the invoices. Invoices in due form and not disputed are paid within 30 calendar days after reception of the invoice.

Responsibilities

The contractor shall bear all risks related to the performance of the contract. The contractor is liable to the contracting authority for any damage of any kind sustained by the contracting authority due to the non-respect of its obligations by the contractor. In this respect, the contractor also covers the contacting authority against any third party claims.

Insurance

The contractor is bound to take out any obligatory insurance and to take out or renew any necessary insurance for the good performance of the contract, especially insurance covering "civil liability", "work accidents and "transport-related risks", and this for the whole period of the mission. The policies to be taken out by the contractor must stipulate that no changes or termination of the policy or no suspension of the coverage may be applied without the insurer informing the contracting authority of this measure at least one month in advance. The contractor will send the contracting authority, upon simple demand, a copy of proof of regular payment of the premiums that are borne by it.

Intellectual property rights

The contractor must cover the contracting authority against any third-party claims of violation of intellectual property rights on the goods or services delivered. The contractor must assume, without limitation as to the amount, all payments of compensation, costs or expenditure ensuing from and borne by the contracting authority in a legal action, which is based on such a claim, in so far as the contractor supervises its defence and negotiations with a view to an amicable settlement. The contractor undertakes, either to obtain the right for the contracting authority to use the products concerned, or to modify or replace the products, at its cost, in order to put an end to any imitation, albeit without altering the fundamental specifications of the products. The acquisition price of any patent rights and any other intellectual property rights, as well as the royalties owed for the exploitation licence of the patent and any other royalties are borne by the contractor, regardless whether their existence was mentioned or not in the contract documents. The service provider integrally, definitively and exclusively and without any financial compensation cedes any author rights or industrial property rights that it holds or will create in the context of this contract to Enabel. This cession will take place at the time of acceptance of the works that are protected by author rights.

Obligation of confidentiality

Any commercial, organisational and/or technical information (all data, including, and this without limitation, the passwords, documents, schedules, plans, prototypes, figures) that the contractor gets hold of through this order remain the property of the contracting authority. The contractor undertakes to:

- Keep confidential any information received and not to transfer it to a third party without the preliminary written permission of the contracting authority;
- Use the information received only for the purpose of the order;
- Communicate information received only to staff members who need it for the order;
- Send back information received and any possible copies upon simple demand to the contracting authority.

This obligation of confidentiality applies for the whole duration of the order, and, except if there is a different agreement, continues for a period of two years, starting on the due date of the order.

VAT exemption

For deliveries, Enabel is exempted from paying VAT for the goods purchased in view of using them in the countries outside the European Community for the execution of its development tasks in these countries. For services, the place of the performance of the services is determining. In principle it is the place where the service provider has established the office of its economic activity or a fixed institution where the service is performed. If the service provider has no such office or fixed institution, its domicile or its usual fixed residence is determining. When the service provider is outside a country of the European Community, Enabel is subject to the fiscal regime of the country and not to the Belgian VAT obligation. This only applies for certain services (Art. 21§3, 7°, a) to l) of the VAT Law).

Litigation

Only Belgian law applies. Any litigation about the order and these Specific Purchase Conditions are the exclusive competence of the Brussels Courts.

ANNEX 4: TERMS OF REFERENCE

1. Background

1.1 Capacity Building of MIREME and ARENE by Enabel

Belgium supports the energy sector in Mozambique through two bilateral interventions. These interventions aim to contribute to the economic productivity and social service delivery in rural Mozambique through the provision of access to sustainable, affordable and environment-friendly energy. Emphasis is put on Capacity Development, energy efficiency and access to off-grid renewable energy.

The Specific Agreement of 19 April 2017 between the Government of Mozambique and of Belgium on "CAPACITY DEVELOPMENT OF THE MINISTRY OF MINERAL RESOURCES AND ENERGY AND ARENE MOZAMBIQUE" (MOZ 14 030 11) covers a capacity strengthening project to improve the functioning and performance of the recently created Ministry of Mineral Resources and Energy (MIREME) and of the new multi-stakeholder regulator for the sector ARENE. The project is implemented by the Belgian Development Agency (Enabel) with a budget of 4 million Euro. The duration of the intervention is 5 years, with a General Objective of "The development of the energy sector is enhanced in order to power the socioeconomic development of the country and to contribute to the welfare of its people". The Specific Objective is "The performance of MIREME and ARENE in advancing access to renewable electricity in rural areas is enhanced".

Three result areas have been identified:

- R1: MIREME's capacities at the central level are strengthened to improve planning and policy-making in the energy sector
- R2: DIPREME's capacities are strengthened in order to improve the planning, coordination and M&E of the energy sector in the selected provinces (Zambezia, Sofala, Manica)
- R3: Capacities of ARENE are strengthened to become a strong and independent regulator able to regulate new and renewable off-grid electricity

Mozambique has abundant resources which can be used to generate cleaner, cheaper and accessible sustainable energy. The government of Mozambique undertakes different measures to ensure sustainable growth, universal energy access, competitiveness, and to reach a relevant position in the energy sector in the Southern Africa Development Community. One of the major governmental objectives is to achieve the target of universal access to energy by 2030. In 2011, the United Nations launched the Sustainable Energy for All (SE4All) initiative to ensure universal access by 2030 to modern energy services, double the global rate of improvement in energy efficiency, and double the share of renewable energy in the global mix.

1.2 Off-grid energy regulation in Mozambique

Mozambique has a total population of 29.5 million, of which about 70% live in rural areas. It is estimated that only 30% of the population have access to electricity from the national electricity grid, most of which reside in urban areas. Of this about 4 million households are dependent on inefficient lighting solutions, such as the use of candles, lantern batteries and lighting oil.

Mozambique has a diversified spectrum of renewable energy resources, with proven potential in solar, water, wind, biomass and geothermal resources. Despite being on the rise, off-grid energy systems in the country are underdeveloped and have poor adhesion rates. The off-grid systems are characterized by mini/micro-grid projects, solar home

systems, pico-solar systems, and are driven by actions developed by FUNAE, partners and other implementing agencies.

However, the New and Renewable Energy Development Strategy approved by the Government in 2011 identifies solar energy, wind energy, hydropower of mini/micro scales as strategic renewable sources for Isolated Systems of Energy (SIE), as well as advocates for the promotion of other renewable sources at mini/micro scale. In this strategy, the off-grid renewable energy targets communities in non-electrified areas and includes facilitating various activities supporting rural development and poverty alleviation by ensuring access to higher quality and safer energy sources.

Despite the existence of policies and strategies addressing renewable energy issues, the sector needs more specific and simplified legislation in order to attract more investors. For example, the procedures and requirements applied to small-scale projects outside the national grid require the same treatment as any other larger-scale project for the supply of electricity. This shows that there is no regulatory protection or compensation mechanism for operators of projects outside the network that contribute to the growth of the national electricity supply.

Private public contracts in Mozambique are governed by the Public Private Partnership (PPP) Law no. 15/2011 (10 August 2011) and Decree no. 16/2012 (4 June 2012), covering all PPP projects and related concessions (including megaprojects). The Electricity Law 21/97 covers the production, transportation, distribution and sale of electricity in Mozambique, as well as the import and export of electricity. The Electricity Law, Decree 43/207 appoints EDM to manage the national electricity grid, but specifies that at the local level, private sector actors can generate and distribute energy (e.g. through micro/mini-networks). Decree 42/2007 I regulates licensing and grant terms for generation. The Law does however not describe the operational requirements for off-grid access projects. The law also specifies that private investors may negotiate fees with relevant licensing authorities. Both the PPP Act and the Electricity Law apply to mini-grid projects.

Although the legal barrier is evident, the development of renewable energies in Mozambique also faces other barriers that require attention, such as technical, institutional capacity, financing, logistic al, and fiscal barriers. Thus, the definition of policies and regulations should focus on them to improve the investment environment in this sector allowing its rapid development. As part of the Government's efforts to improve the business environment in energy, in 2018 it approved the National Electrification Strategy, which gives clear roles to the institutions responsible for the development of electrification without neglecting the participation of the private sector.

The Law 11/2017 of 8 September creates Mozambique's Energy Regulatory Authority (in short ARENE), and is in force since 8 December 2017. This law creates ARENE as a collective legal entity governed by public law, and assigns legal personality and powers to it for the supervision, regulation, international representation, fiscalisation and sanctioning of the production, transport, distribution, commercialization and storage of electricity resulting from any source of energy, liquid fuels and natural gas at a pressure of 16 bar or less. This law extinguished the National Electricity Council (CNELEC), created by Law No. 21/97 of October 1st, and foresees the transition of human, material and financial resources to ARENE.

According to Law 11/2017 and corresponding Statutes (Estatuto Organico) and Internal Organizational Charter (Regulamento Interno), the responsibilities and mandate of ARENE are as follows:

✓ Protection of rights and interests of consumers, in particular end consumers who are not involved in price definition mechanisms or power supply agreements including service level, by promoting awareness and access to information.

- ✓ Prevention of anti-competitive behavior and abusive or discriminatory practices, by ensuring transparency in commercial transactions between operators, in accordance with applicable legislation.
- ✓ Protection of the interests of the various stakeholders in the energy sector, in accordance with current legislation and relevant contracts.
- ✓ Guarantee conditions allowing the regulated sectors to function as Public Services providers to obtain economic and financial equilibrium, when properly and efficiently managed.
- ✓ Contribute to continuous improvement of the economic, qualitative, technical and environmental conditions of the regulated sectors, by stimulating the adoption of policies that promote energy efficiency and the existence of adequate quality standards for the services provided.
- ✓ Promotion of energy efficient technology.
- ✓ Fostering conditions that are conducive to efficient use of energy resources.
- ✓ When requested, conciliate, mediate and arbitrate in disputes relating to issues arising between different concessionaires and licensed entities or between concessionaires and licensed entities and their consumers, concerning the matters defined
- ✓ Promotion of national energy security, with a view to the balanced and sustainable development of the country.

Thus, among other things, ARENE is responsible for:

- a) setting and approving tariffs (on grid and off –grid) and prices for electricity, downstream gas and liquid fuels;
- b) promoting transparency and competition;
- c) conducting the procurement process for licensing;
- d) quality control; and
- e) implementing and proposing legislation in the energy sector.

At this juncture, it is vital to understand the key priority areas and challenges in regulating renewables and off-grid solutions to then inform the elaboration of new regulatory instruments.

2. Objective and Scope

2.1 General Objective

The objective of this consultancy is to elaborate an exhaustively documented report, describing the state of affairs, key challenges and recommendations for the development of regulatory instruments for renewable (s and) off-grid energy in Mozambique. The report will incorporate and reflect the results of discussion and deliberation with key stakeholders from MIREME, MEF, ARENE, EDM, FUNAE, HCB, AMER and the private sector on the priority development of regulatory frameworks and activities.

2.2 Scope of services

The consultant will be responsible for the following:

1. <u>Identification, review and analysis of most relevant legislation, literature and documentation</u>

- Overview and analysis of relevant documentation: The National Electrification Strategy 2018 (ENE), Integrated Master Plan for electricity infrastructure (2018-2043), proposal for reviewed Electricity Law (2019) and other relevant studies undertaken so far
- Interviews with a limited number of key actors from Government of Mozambique and Energy Sector Working Group (government and donors) to confirm identification of key regulatory issues for the renewable off-grid electricity sector
- "As-is" analysis of key issues and challenges in priority themes for regulation in the renewable off-grid energy sector in Mozambique:
 - i. Tariffs.
 - ii. Tariff import duties
 - iii. Private-Public Partnerships,
 - iv. Licensing and concessions,
 - v. Environmental and social assessment impact
 - vi. Energy efficiency and
 - vii. Technical off-grid regulation
 - viii. Grid connection criteria.
- Other relevant themes may be included in the analysis as identified and finalised in the kick-off meeting with the partner.
- 2. <u>Formulation of draft recommendations for improved regulatory framework and/or activities for each of the priority themes identified</u>
 - Potential solutions and their challenges should be proposed to stimulate debate and discussion on priority regulatory framework and activities
 - A preliminary discussion report documenting the analysis, possible solutions and challenges should be prepared and shared for feed-back comments among a wider group of stakeholders
- 3. Compilation final report with action plan for improved regulatory framework and/or activities for each of the priority themes identified
 - Analyse the feedback and inputs obtained from the stakeholders to elaborate a final report detailing the key points raised, key challenges and key recommendations made.
 - Where relevant, systematically organise participants' contributions and clearly identify the source of the information (e.g. MIREME, ARENE, FUNAE, etc).
 - The final report should highlight the conclusions drawn from the debate and contain a detailed action plan for improved regulatory framework and/or activities for each of the priority themes identified
 - The report should contain a clear and complete executive summary
 - A draft version of the final report needs to be submitted to the contracting authority for possible comments and approval of the final version.

3. Expected Deliverables

It is expected that the consultant delivers the following:

- Preliminary report on review and analysis of most relevant legislation, literature and documentation, key challenges and recommendations for the priority regulatory themes
- 2. Draft final report including feedback comments and action plan for improved regulatory framework and/or activities
- 3. Final report
- 4. Power point presentation of executive summary for subsequent presentation and discussion of report within ARENE and MIREME.

4. Duration and indicative deadlines of deliverables

The services must be performed within **75 calendar days** starting from the date of the kick off meeting considered as the start date of activities. The kick off meeting is to be held as soon as possible after notification of Award Letter, and no later than **5 calendar days** after notification of the Award Letter.

Deliverable(s)	Expected date of submission
Kick-off meeting	5 calendar days after Award Notification
Draft preliminary report	20 calendar days after kick-off meeting
Circulation of approved	15 calendar days after submission of draft
preliminary report to wider group	preliminary report
of stakeholders	
Draft final report	20 calendar days after circulation of preliminary
	report by Contracting Authority
Final report	5 calendar days after approval of draft final report
Power point presentation of	5 calendar days after approval of final report
executive summary	

5. Team

5.1 Composition of team (qualifications, experience, skills and responsibilities)

It is compulsory that the team includes the necessary competencies and experience for the successful completion of the assignment indicated below.

Expert Renewable Energy Policies and Regulations

- 1. Qualifications: min. Bachelor's Degree in Engineering, Economics, Law or related areas;
- 2. Experience required:
 - o Proven experience in the energy sector, preferably renewable energy sector
 - Experience in local legal frameworks (e.g. Electricity Law) & associated regulations, power purchase agreements, concession contracts, among others
 - Proven experience with public sector regulation and administration in Mozambique
 - o Proven experience of stakeholder dialogue exercises (include traceable reference or example in Portuguese or English)

Proven experience with regulatory authorities in Sub-Saharan Africa is a

3. Skills:

- Fluency in Portuguese Analytical skills Reporting skills