Terms of Reference
Development of the Regional Power Policy

Type of procedure: International Open Call for Tender

Title of call for tender: Development of the Regional Power Policy

Reference: .................................................................

Date of publication: ...... / ...... / 2011
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1. General information

1.1. Definitions

For the purpose of this request for quotation, it must be understood by:

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1.2. Background information

The Central African Power Pool (CAPP) is the specialized institution of the ECCAS in charge of implementing and coordinating the energy policy. In accordance with the decision of the Heads of States and Governments of Economic Community of Central African States (ECCAS), in January 2004, the Central African Power Pool (CAPP) was created and covers 10 countries: Angola, Burundi, Cameroon, Central African Republic, Congo, Congo (DR), Chad, Equatorial Guinea, Gabon, Sao Tomé & Principe and Chad. The members of CAPP are national electricity companies and energy ministries.

The mission of CAPP consists of:

- Valorize by the next 25 years, the huge hydroelectric and gas potential of Central Africa to satisfy the regional and continental demands of electricity through an interconnected system of national grids and a free exchange electricity market;
- Secure the power supply of the member states;
- Promote and coordinate development of regional power infrastructures (studies and projects implementation);
- Increase the regional electrification rate and satisfy all kinds of energy demand.

The energy balance of ECCAS countries is largely dominated by biomass, covering from 70 to 90% of total energy needs in the countries. Contrasting with the abundance of the primary energy resources, the
consumption of commercial energy is very small (0.06 toe / capita, against 0.3 in Africa) and is characterized by the predominance of the petroleum products. The electricity consumption is only 109 kWh / capita against 740 for the whole of Africa. Only about 10% of the 113 million people in the region have access to electricity, representing about 1.3 million subscribers.

In order to develop the huge hydroelectric potential of Central Africa to secure supplies of electricity in member countries and meet the electricity needs even outside of ECCAS area, the CAPP wishes to build by 2025, several electricity interconnected highway and establishes a free market exchange of efficient and prosperous electricity.

The program of the Central African Power Pool (CAPP), promoted by the Economic Community of Central African States (ECCAS), focuses on the development of the interconnections and electricity exchanges between the Central Africa States. Its strategy, focused on the sharing of the abundant but unequally distributed energy resources in the region, is based on a master plan and promotes a limited number of priority projects, both in terms of energy projects implementation and the institutional capacity building efforts.

1.3. Objective and expected results

The specific objectives of the regional power policy will be the following:

- increase access to electricity for enterprises and households;
- reduce the costs of service in the electricity supply;
- introduce appropriate tariffs for electricity in the region;
- diversify the sources of energy supply and ensuring the security of supply;
- strengthen the institutional framework and governance in the electricity sector;
- build the institutional capacity in the electricity sector.

The present project aims to develop the Regional Power Policy, and will lead to the following expected results:

- Statement of regional policy regarding power planning, generation, transmission storage and usage;
- Middle and long term regional energy objectives and development of the regional energy-poverty matrix;
- Legislation on commercial energy activities (trading, transport, storage, etc.);
- Legislation affecting energy use, such as efficiency standards, emission standards ...;
- Instructions for state owned energy sector assets and organizations;
- Active participation in co-ordination of incentives for mineral fuels exploration and other energy-related research and development;
- Fiscal policies related to energy products and services (taxes, exemptions, subsidies ...);
- Energy security and international policy measures (treaties & alliances, trading, political);
- Development of new energies and renewable energies within the ECCAS area;
- Elaboration of pricing and financial mechanisms specific to the rural electrification;
- Local capacity building in energy strategy, renewable and energy exchanges;
- Development of the regional grid code.

According to the decision of the Heads of States following the declaration of the 13th ordinary conference of the 30th October 2007 at Brazzaville in Congo, the CAPP has the responsibility to undertake among others, all the actions for the regional power market development, including the development and implementation of the market instruments, and therefore, the regional power policy.
2. Instructions to Consultants

2.1. Introduction

1.1. The Client named in the Data Sheet will select a consulting Consultant/organization from those listed in the Invitation Letter, in accordance with the method of selection specified in the Data Sheet, which is described precisely in the edition of the Guidelines indicated in the Data Sheet.

1.2. The short-listed 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. The mission will be accomplished in accordance with the timetable set out in the Data Sheet. When the assignment includes several phases, the Consultant’s performance during a given phase will have to satisfy the customer before the next phase begins.

1.4. 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.

1.5. The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6. Please take into the consideration that i) The Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation and ii) The Client is not bound to accept any proposal.

1.7. The regulations of the Client require of consultants that they provide objective and impartial professional advice, in all circumstances they defend primarily the interests of their client, without taking into account the possibility of a subsequent mission, and they scrupulously avoid any possible conflict with other activities or interests of their firm. The consultants should not be hired for any assignment that would be inconsistent with their past or present obligations to other clients, or that might put them unable to perform their task in the best interests of the Client.

1.7.1. 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:

   a) A Consultant 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 Consultant 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 Consultant’s consulting services for such preparation or implementation (except in case of continuation of this mission).

   b) A Consultant 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 or its affiliates.

1.7.2. As indicated in paragraph (a) of the article 1.7.1, consultants may be hired to accomplish activities where it is essential to ensure continuity, in which case the Data Sheet must report of this possibility and the criteria used for the selection of the consultant must take into account the possibility of renewal. It will be exclusively to the Client to decide whether to execute such activities and, if so, to determine which consultant will be hired for this purpose.

1.7.3. Any precedent or current participation of the Consultant, its employees or its affiliates or associates in the execution of a contract with the Client relevant to this assignment in question may result in rejection of the proposal. Consultants should clarify their position with regard of the Client before preparing a proposal.
1.8. Consultants participating in public procurement adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Client:

a) defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) “corrupt practice” means offering, giving, receiving money or anything of value to make a public official partial in the tender award or contract execution process;

(ii) “fraudulent practices” refer to any act of lying, providing misinformation, including collusive practices among bidders aiming at influencing the procuring entity to making wrong decisions or to giving room for poor execution of the contract;

b) requires rejection of a proposal for award if it is determined that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

c) can cause to annul a portion of funds allocated to the contract of a consultant if at any time it is determined that an agent of a Consultant has engaged in corrupt, fraudulent in the selection process of the Consultant or during the execution of the contract in question without the releasing agent taking necessary corrective measures to resolve the problem;

d) declare the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any contract if at any time it is determined that the Consultant has, directly through an agent, engaged in corrupt and fraudulent in competing for, or in executing a contract; and,

e) may require that the contracts contain a clause requiring consultants to permit the client to examine documents and records relating to the fulfillment of contract, and to submit them for control to auditors appointed by the Customer.

1.9. The consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the above section 1.8.

1.10. The 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, and if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Letter 4A).

1.11. The consultants are informed about the provisions on fraud and corruption provides in the terms of the contract stated in the Data Sheet.

2.2. 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.

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.

2.3. Preparation of the proposals

3.1 Consultants are required to submit a proposal (para. 1.2) written in (the) language(s) specified in the Data Sheet.
2.3.1. Technical Proposal

3.2 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:
   i) If a short-listed 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-short-listed Consultant(s), or (b) short-listed Consultants if so indicated in the Data Sheet. A short-listed Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-short-listed or short-listed Consultant(s).
   Consultants are encouraged to seek the participation of national consultants for associating in a joint venture or sub-consultancy.
   ii) For assignments based on working time, the estimate of working time of staff is provided in the Data Sheet. However, the proposal must be based on the estimated work time of staff done by the consultant. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal should not exceed this budget.
   iii) It is desirable that the proposed professional staff includes mainly permanent employees of the consultant or maintains a long-standing stable working relationship with him.
   iv) The proposed professional staff must have a minimum experience specified in the Data Sheet; it will preferably have gained in working conditions similar to those of the country where the assignment is to take place.
   v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
   vi) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Consultant’s Staff has a working knowledge of the Client’s national language.

3.4 The Technical Proposal provides the following information indicated in the attached Standard Forms (Section 3).
   i) A brief description of the Consultant and an outline of its recent experience on assignments of a similar nature (Form 3B). 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.
   ii) Comments and suggestions on the Terms of Reference and Data, services and installations should be issued by the Client (3C).
   iii) A description of the approach, methodology and work plan for performing the assignment (Form 3D).
   iv) 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 and their schedule (Form 3E).
   v) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form 3F). Following information should be provided: the number of years of experience of the consultant and Consultant’s involvement in various assignments during the ten (10) years of experience.
   vi) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Forms 3E and 3G).
   vii) Detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
   viii) Any other information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

2.3.2. Financial Proposal

3.6 For preparing the Financial Proposal, consultants are expected to take into account the specifications and conditions contained in the RFP documents. 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 such as compensation of subsistence (per diem compensation, housing), transportation (international and local, for start or close of business), services and equipment (vehicles, office equipment, furniture and supplies), rent of business premises, insurance, printing of documents, surveys, and training, if it is a major element of the assignment. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

3.7. The Financial Proposal shall report separately taxes, duties (including social security contributions), taxes and other fiscal charges applicable under the current legislation on consultants, contractors and their personnel (other than nationals or residents of the Client’s country), unless otherwise specifications in the Data Sheet.

3.8 Consultants may express the price of their services in the currency of any member State of ECCAS or in European Currency Units, but they cannot use more than three currencies. The Client may require consultants to state the portion of the price of their services representing local costs in the national currency if so indicated in the Data Sheet.

3.9. Commissions and gratuities, if any, paid or to be paid by the consultants and related to the assignment will be listed in the letter of submission of the Financial Proposal (Section 4A).

3.10 The Data Sheet indicates how long the proposals must remain valid from the date of submission. During this period, the Consultants have to keep available the professional staff proposed for the mission. The Client endeavor to complete negotiations within this period. If he wants to extend the period of validity of proposals, the consultants who do not consent, have the right to refuse such extension.

2.4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) must be written in indelible ink. It 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.

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.

4.3 The Technical and Financial Proposals shall be marked “ORIGINAL” or “COPY” as appropriate. The Data Sheet shall indicate the number of copies to be prepared by the Consultants. 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 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 and information indicated in Data Sheet and the mention “To be Opened in the presence of the Committee of Evaluation”.

4.5 The Proposals must be sent to the address/addresses indicate and received by the Client no later than the time and the date indicated in the Data Sheet. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Committee of Evaluation shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and laid by a state auditor or a trustworthy independent agency until the public opening of all proposals.
2.5. Proposal Evaluation

2.5.1. General information

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants can contact the client for any question relative to the proposal, they should send to the address indicated in the Data Sheet. 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.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, including review and "no objection" from the lesser.

2.5.2. Technical Proposals Evaluation

5.3 The evaluation committee appointed by the Client shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (generally, no more than three per criteria), 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.

5.4 Following the ranking of technical Proposals, when selection is based on quality of Consultants and selection by private treaty, the first ranked Consultant or the Consultant chosen by direct agreement, is invited to negotiate its proposal and the Contract on the basis of the submitted Technical and Financial Proposals in accordance with the instructions given under section 1.2 and in the Data Sheet.

2.5.3. Public Opening and Evaluation of Financial Proposals

5.5 After the technical evaluation is completed, 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 shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile.

5.6 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 and recorded. The Client provides a record of the meeting.

5.7 The Evaluation Committee will determine whether the Financial Proposals are complete (if all elements of the corresponding Technical Proposal have been encrypted, otherwise the Client considers costs and adds them to the original price), correct any computational errors and convert the prices expressed in various currencies in the currency specified in the Data Sheet. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet. The assessment is made without regard to taxes, duties, taxes and other taxes as defined in paragraph 3.7.

5.8 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 x T% + Sf x P%. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
5.9 In case of Fixed-Budget Selection, the Client will select the Consultant that submitted the highest ranked Technical Proposal within the budget (evaluated 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 (evaluated price) among those that passed the minimum technical score. In both cases, the selected Consultant is invited for negotiations.

2.6. Negotiations

6.1 The negotiations will be held at the address indicated in the Data Sheet. The objective is to reach an agreement on all points and conclude a Contract.

6.2 The 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” which is a part of the Contract. Special attention will be paid to clearly define the limit of the available budget the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment.

6.3 The financial negotiations will include a clarification (if any) of the Consultant’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 the Information Nota to Consultants.

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 insurances 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 these replacements are essential to achieve the objectives of the mission. 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.

6.5 The 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.

2.7. Attribution of Contract

7.1 After completing negotiations the Client shall award the Contract to the best selected Consultant, 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.

2.8. 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.
### 3. Data Sheet

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| **1.1** | **Name of the Client**: Central Africain Power Pool (CAPP).  
  **Method of selection**: Quality / Cost |
| **1.2** | **A Financial Proposal to be submitted together with Technical Proposal**: YES |
|   | **Name, description and objectives of the assignment:**  
  **Name**: Development of Regional Power Policy.  
  **Objectives**: The present study aims to realize, in a non restrictive way, all the tasks for development of the Regional Power policy, including:  
  - a decision making tool, allowing CAPP to track and manage all the energy and development indicators of ECCAS. The tool will allow the CAPP to generate several recommendations to be applied for each deviation of the energy-poverty indicator and to present for approval to the various Councils of Ministers  
  - a regional experts workshop: to conduct an inventory of the various existing national and regional policy and to develop the regional strategy and socio-economic tools  
  - a regional ministerial workshop, including experts, ministers NAO (National Authorized Authorities) and ministers of energy. This second workshop will have as ultimate goal, the adoption by all member states of ECCAS of the final text of the Regional Power Policy, harmonizing at ECCAS level the medium (10 to 15 years) and long (20 to 30 years) terms energy objectives, the regional market rules of the interconnected power system, the regional agreements on production, transport and distribution of electricity, the regional grid code, the rules and principles of safety and security of supply, the pricing mechanisms, the incentives for renewable energy and rational use of energy, the development of CDM projects and other various international carbon and Climate Change programs, the oil sector contributions mechanisms, the training and regional capacity building needs, the technology transfer at regional and international level.  
  Beyond the information about the full development of the various political, legislative and financial mechanisms, the Consultant is requested to be able to collect any other valuable information aiming to identify potential barriers to the implementation of a Regional Power Policy, in order to support the CAPP in the development and implementation of its next plan.  
  **1.3** | **The mission consists of several lots**: No |
### 1.4
Prior conference to the establishment of the proposals: **Non**

Name(s), address(es), and phone number(s) of the representative(s) of the Client:

**Monsieur le Secrétaire Permanent du PEAC**

PEAC Secrétariat - TOUR NABEMBA 14eme étage / A

B.P. : 1040, Brazzaville - République du Congo –

Tel. : (+242) 055 439 039 / (+242) 055 456 652

Fax : +243 (81) 261 0370 / +242 281 34 26

[www.peac-ac.org](http://www.peac-ac.org)

Email : [peacsecperm@yahoo.fr](mailto:peacsecperm@yahoo.fr)

### 1.5
The Client provides the following inputs:

i) Any available information or documentation that can be used as part of this mission

ii) Any facilitation of contact and site visits

iii) Facilitating meetings with leaders of various administrations.

### 1.7.2
The Client envisages the need for continuity for downstream activities: **No**

### 1.11
The terms of the Agreement relating to fraud and corruption are:

**Section 2.6.1 (d)**: if in the opinion of the Client, the Consultant has engaged in corrupt or fraudulent practices in order to obtain or during the performance of the Contract.

For purposes of this clause:

- **“corrupt practice”** means offering, giving, receiving money or anything of value to make a public official partial in the tender award or contract execution process;

- **“fraudulent practices”** refer to any act of lying, providing misinformation, including collusive practices among bidders aiming at influencing the procuring entity to making wrong decisions or to giving room for poor execution of the contract; “fraudulent practice” means any collusive of Consultants (before or after the submission of proposals) to keep artificially the prices of proposals to levels which do not result from a free and open competition game, and to deprive the customer of the advantages of this competition game.
2.1 Clarifications may be requested **10 days** before the date of submission. Requests for clarification must be sent to the following address:

**Monsieur le Secrétaire Permanent du PEAC**

PEAC Secrétariat - TOUR NABEMBA 14ème étage / A

B.P. : 1040, Brazzaville - République du Congo –

Tel. : (+242) 055 439 039 / (+242) 055 456 652

Fax : +243 (81) 261 0370 / +242 281 34 26

[www.peac-ac.org](http://www.peac-ac.org)

Email : [peacsecperm@yahoo.fr](mailto:peacsecperm@yahoo.fr)
3.1 Proposals must be submitted in French

3.3

i) Two short-listed consultants may associate: **No**

ii) The duration of the assignment is estimated at: **15 months (could be adjusted by the Consultant following the proposed final plan)**

iii) The quantity of work of specialized staff of the assignment is estimated at: **60 person.months (could be adjusted by the consultant following the proposed final team)**

iv) Key staff of the consultant will contain a minimum of six experts and must have at least the following experience:

- **a Programme Manager: Socio economist** (5 years university studies and 15 years of experience) with experience on the development of energy policies and strategies, and knowledge of the regional context.
- **an Energy Engineer** (5 years university studies and 15 years of experience) can prove a good experience in the countries of ECCAS, and justify a good knowledge of the various involved actors (Peace Ministries, regulators, rural electrification agencies, funds and facilities, various regional and international petroleum industry ...);
- **an Energy Economist** (5 years university studies and 15 years of experience) can prove a good experience in the countries of ECCAS, and justify a good expertise in development of strategy and energy policies and modeling economic scenarios;
- **a Technical Expert, Energy Engineer** (5 years university studies and 10 years of experience) can prove a good experience in the countries of ECCAS, and justifying a good expertise in technical and economic analysis of energy projects (power plants, renewable, geothermal, hydroelectric ...)
- **a Lawyer / Tax Expert** (4 years university studies and 10 years of experience) and having a good working knowledge of pricing, taxation and energy law and an excellent experience in project of development of regional energy policy
- **a Senior Analyst** (5 years university studies and 10 years of experience) specialist in modeling energy scenarios and database with good experience in modeling of energy policy, project management and modeling tool development.

vi) Language (s) of writing of report (electronic - on CD and paper) relating to the mission: **French**.

However, two (2) hard copies and two (2) electronic copies (two CD) of each required report will be delivered to the Client, translated into English.

vii) Training is a major component of this assignment: **No**
### 3.4 Other required information by the Technical Proposal:

(a) The Tenderers (local and foreign) will provide administrative documents proving:
- They are not bankrupt
- They have a comfortable financial capacity to carry out this assignment
- They have the insurance policies smoldering casualty

(b) Local Consultants or representatives of foreign firms located within the ECCAS will also provide the following valid administrative documents:
- A certificate signed by the Director of Taxation of the country of installation certifying that the Tenderer has done his tax declaration (tax certificate);
- A certificate of non-exclusion from public contracts issued by the Public Procurement Agency of the country of installation;
- A certificate (and plan) of location issued by the competent authorities;
- An extract from the trade register;
- A certified copy of the business license;
- A certificate from the Director of the National Social Insurance Fund (NSIF), stating that the Tenderer has paid all rights to the NSIF of the country of installation;
- A bank certificate of direct debit issued by a bank agency recognized by the Central Bank.
- A certificate of membership of ONECCA for accounting firms valid for the current year issued by this order

**NB:** (1) The documents listed above must be originals or certified copies by the issuing Administration. The validity date must be no more than three (03) months.

(2) At the time of opening of technical tender, the lack of one of these documents will result in rejection of the offer, if this document is not provided on time.

### 3.6 The Financial Proposal consists of a fixed fee. This compensation covers disbursements of the costs relative to the assignment described in the Terms of Reference (staff, experts, Ministers, printing, communications, travel, accommodation and other similar costs incurred by the Consultants in the framework of the execution of services) and shall be detailed in the standard forms (section 4).

- taxes:
  - The registration fee of the Contract, complying with the Tax Code in force in the Republic of Congo, shall be borne by the Consultant.
  - Consultants can contact the General Directorate of Taxes of the Congo to get information on the regime of imposition of other taxes (VAT, customs fees, etc ...)
  - At any case, the financial evaluation will be made only on the pre tax amount.

### 3.8 The Consultant should state local cost in national currency: **Yes**
3.10 Proposals must remain valid **90 days** after the submission date

4.3 The Consultant must submit **one (1) original and five (5) copies** of the Technical Proposal and Financial Proposal:

(a total of 6 copies of each proposal).

4.4 **Address for submission of proposals:**

**Monsieur le Secrétariat Permanent du PEAC**

PEAC Secrétariat - TOUR NABEMBA 14emé étage / A

B.P. : 1040, Brazzaville - République du Congo –

Tel. : (+242) 055 439 039 / (+242) 055 456 652

Fax : +243 (81) 261 0370 / +242 281 34 26

Email : peacsecperm@yahoo.fr

Information to be added on the **outer envelope:**

RfQ CAPP / N° XXX, for Regional Power Policy development

« To open only in the presence of the Evaluation Committee ».

4.5 Proposals must be submitted at the latest at the following address, date and time:

**PEAC Secrétariat - TOUR NABEMBA 14emé étage / A**

B.P. : 1040, Brazzaville - République du Congo –

Tel. : (+242) 055 439 039 / (+242) 055 456 652

Fax : +243 (81) 261 0370 / +242 281 34 26

Email : peacsecperm@yahoo.fr

At the latest the ___…… / .......... / 2011___at __10 o’clock__ ( local time).

The Tenderers or their representatives are invited to attend the opening of Technical Proposals, which will take place at the address mentioned above, the ___…… / .......... / 2011___at __11 o’clock__, local time.

5.1 Any additional information request should be send to the address below:

**Monsieur le Secrétaire Permanent du PEAC**

PEAC Secrétariat - TOUR NABEMBA 14emé étage / A

B.P. : 1040, Brazzaville - République du Congo –

Tel. : (+242) 055 439 039 / (+242) 055 456 652

Fax : +243 (81) 261 0370 / +242 281 34 26

Email : peacsecperm@yahoo.fr
5.3 The total grade assigned to each evaluation criteria are the following:

### Grades

#### i) Experience of the Consultants: (10)
- General Experience in energy domain (2 points)
- Relevant experience in energy policy projects (8 points) (similar missions)

#### ii) Adequacy of the proposed methodology and work plan in responding to the ToR (20)
- Technical expertise and methodology (10 points)
- Work plan (5 points)
- Organization of personnel (5 points)

#### iii) Professional staff qualifications and competence for the assignment: (20)
- General qualifications (diplomas, training, experience): 6 points
- Knowledge of the sector and expertise in specific tasks relevant to this consultation: 10 points
- Knowledge of the region and of the English language: 4 points

#### iv) Strategy of Organization of the Regional Workshop: (20)
- Content and agenda and organization of the workshop: 15 points
- Selection of national, regional and logistics experts: 5 points

#### iv) Strategy of organization of Workshop (ministerial) of restitution: (30)
- Content, agenda and organization of the workshop: 15 points
- Selection of national, regional and logistics experts: 5 points
- Invitation documents of Energy Ministers and Ministers NAO: 10 points

**Total:** 100 points.

The minimum score required for the Technical Proposal to pass is: 75 / 100.

5.7 Currency for price conversions: Euro (€).

Date used for the exchange rate: the deadline for submission of Proposals.

The formula for determining the financial scores is the following:

\[ S_f = 100 \times \frac{F_m}{F} \]

(with \( S_f \) is the financial score, \( F_m \) is the lowest price and \( F \) the price of the proposal under consideration)
5.8 The weights given respectively to the Technical and Financial Proposals are:

\[ T=0.8 \text{ et } P=0.2 \]

<table>
<thead>
<tr>
<th>6.1</th>
<th>Address for contract negotiations:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PEAC Secrétariat - TOUR NABEMBA 14ème étage / A</td>
</tr>
<tr>
<td></td>
<td>B.P. : 1040, Brazzaville - République du Congo –</td>
</tr>
<tr>
<td></td>
<td>Tel. : (+242) 055 439 039 / (+242) 055 456 652</td>
</tr>
<tr>
<td></td>
<td>Fax : +243 (81) 261 0370 / +242 281 34 26</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.peac-ac.org">www.peac-ac.org</a></td>
</tr>
<tr>
<td></td>
<td>Email : <a href="mailto:peacsecperm@yahoo.fr">peacsecperm@yahoo.fr</a></td>
</tr>
</tbody>
</table>

| 7.2 | The beginning of the assignment is scheduled for: **Beginning in January 2012 in Brazzaville, Congo.** |
4. Technical Proposal - Standard Forms

3A. Technical Proposal Submission Form
3B. Consultant’s Organization and Experience
3C. Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
3D. Description of the Approach, Methodology and Work Plan for Performing the Assignment
3E. Team Composition and Task Assignment
3F. Curriculum Vitae (CV) for Proposed Professional Staff
3G. Staffing Schedule
3H. Work Schedule
3a. Technical Proposal Submission Form

To: [Name and address of Client]

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for Assessment of The Potential for Wind energy in Rwanda 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 envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before the indicated date 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 Consultant: ________________________________

Address: ____________________________________________
### Consultant’s Experience

[Using the format below, provide information on each assignment for which your Consultant, 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.]

<table>
<thead>
<tr>
<th>Assignment name:</th>
<th>Approx. value of the contract (in currency: US$, Euro, RWF, etc...):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Duration of assignment (months):</td>
</tr>
<tr>
<td>Location within country:</td>
<td></td>
</tr>
<tr>
<td>Name of Client:</td>
<td>Total N^2 of staff-months of the assignment:</td>
</tr>
<tr>
<td>Address:</td>
<td>Approx. value of the services provided by your Consultant under the contract (in currency: US$, Euro, RWF, etc...):</td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td>N^2 of professional staff-months provided by associated Consultants:</td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Name of associated Consultants, if any:</td>
<td>Name of senior professional staff of your Consultant involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of actual services provided by your staff within the assignment:</td>
<td></td>
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</tbody>
</table>

Consultant’s Name: 

---

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Development of the Regional Power Policy  
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3C. Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

On terms of references

1.

2.

3.

4.

5.

On data, services and facilities to be provided by the Client:

1.

2.

3.

4.

5.
3D. Description of the Approach, Methodology and Work Plan for Performing the Assignment
3E. Team Composition and Task Assignment

1. Technical/management team

<table>
<thead>
<tr>
<th>Name</th>
<th>Position Assigned</th>
<th>Tasks Assigned</th>
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<tbody>
<tr>
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</table>

2. Support staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Position Assigned</th>
<th>Tasks Assigned</th>
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</table>
3F. Curriculum Vitae (CV) for Proposed Professional Staff

Position: ______

Name of consultant: ______

Name of employee: ______

Profession: ______

Date of Birth: ______

Number of years of employment by Consultant: ______ Nationality: ______

Membership of Professional Associate: ______

Specific tasks: ______

Principal qualifications:

[In about half a page, provide an overview of aspects of training and experience of the employee's most relevant to their tasks in the framework of the assignment. Indicate the level of responsibility held by him/her in previous assignment, specifying the date and place.]

Education:

[In a quarter of a page, indicate university and other specialized education of the employee, giving names and addresses of attended schools or universities, dates and degrees of obtainment.]

Professional Experience:
[In about two pages, list the jobs held by employees since the end of his studies in reverse chronological order, starting with his current position. For each, provide dates, name of employer, position held and the workplace. For the past ten years, also specify the type of activity and, in that event, the name of clients who can provide references.]

Languages:

[Provide for each language, the level of knowledge: low / medium / good / excellent what concerns read / written / spoken language.]

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

Name of employee: _____

Full name of authorized representative: ___
### 3G. Staffing Schedule

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Reports/activities</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>…</th>
<th>Number of months</th>
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Subtotal (1)

Subtotal (2)

Subtotal (3)

Subtotal (4)

Full time: ___________________  Part time: ___________________

Inputs: ___________________

Duration of activities: ___________________

Signature: ________

(Authorized representative)

Name: ____________

Title: ____________

Address: _________
3H. Work Schedule

A. Local inquiry and study elements

| Activity (task) | 1er | 2e | 3e | 4e | 5e | 6e | 7e | 8e | 9e | 10e | 11e | 12e | ...
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</tbody>
</table>

B. Achèvement et soumission des rapports

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Initial Report</td>
<td></td>
</tr>
<tr>
<td>2. Progress Reports</td>
<td></td>
</tr>
<tr>
<td>3. Draft of Final Report</td>
<td></td>
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<tr>
<td>4. Final Report</td>
<td></td>
</tr>
</tbody>
</table>
5. Financial Proposal - Standard Forms

4A. Financial Proposal Submission Form
4B. Summary of Costs
4C. Breakdown of Costs by Activity
4D. Breakdown of Remuneration
4E. Reimbursable expenses
4F. various expenses
4A. 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 figures\(^1\)]. 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 1.11 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 below\(^2\):

<table>
<thead>
<tr>
<th>Name and Address of Agents</th>
<th>Amount and Currency</th>
<th>Purpose of Commission or Gratuity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 Consultant: _______________________________________________________________

Address: _______
### 4B. Summary of Costs

<table>
<thead>
<tr>
<th>Costs</th>
<th>Currency(s)</th>
<th>Amount(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes and other charges</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total cost for financial proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


### 4C. Breakdown of Costs by Activity

<table>
<thead>
<tr>
<th>Activity no :</th>
<th>Activity no :</th>
<th>Description :</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price composition</td>
<td>Currency(s)</td>
<td>Amount(s)</td>
</tr>
<tr>
<td>Remuneration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursable expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Various expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4D. Breakdown of Remuneration

Activity no: -------------------------------- Name: --------------------------------

<table>
<thead>
<tr>
<th>Names</th>
<th>Position</th>
<th>Input</th>
<th>Remuneration Rate of exchange</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreign Consultants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
### Reimbursable expenses

**Activity no:**  

**Name:**

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Unity</th>
<th>Quantity</th>
<th>Price per unity</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>International air travel</td>
<td>per journey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Various travel expenses</td>
<td>per journey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Subsistence compensation</td>
<td>per day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Local transportation costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Office rents / accommodation/ Office Services</td>
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<tr>
<td></td>
<td><strong>Grand Total</strong></td>
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</tr>
</tbody>
</table>
4F. **Various expenses**

Activity no : ------------------------------------ Name : ------------------------------------

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Unity</th>
<th>Quantity</th>
<th>Price per unity</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Communication costs between ---- ---------- and --------------------- -- - (telephone, telegraph, telex)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Drafting, reproduction of reports</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Equipment: vehicles, computers, etc. ...</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Software</td>
<td></td>
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<tr>
<td></td>
<td>Grand Total</td>
<td></td>
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</tbody>
</table>
6. Terms of Reference: Development of the Regional Power Policy

6.1. Introduction

These Terms of Reference aim to develop the Strategic Document of Regional Power Policy Strategic Document (RPPSD) for the member States of the ECCAS. The objective is to prepare an inventory of the existing regional and national policies, to identify the various barriers to the increase of access to electricity within the ECCAS, to develop the regional electrification strategy, to define the political, legislative, financial and technical mechanisms allowing a fast increase in the electrification rate in the ECCAS region, to develop the international partnerships and of the national and regional capacity building programmes.

6.2. Background information

The Central African Power Pool (CAPP) is the specialized institution of the ECCAS in charge of implementing and coordinating the energy policy. In accordance with the decision of the Heads of States and Governments of Economic Community of Central African States (ECCAS), in January 2004, the Central African Power Pool (CAPP) was created and covers 10 countries: Angola, Burundi, Cameroon, Central African Republic, Congo, Congo (DR), Chad, Equatorial Guinea, Gabon, Sao Tomé & Principe and Chad. The members of CAPP are national electricity companies and energy ministries.

The mission of CAPP consists of:

- Valorize by the next 25 years, the huge hydroelectric and gas potential of Central Africa to satisfy the regional and continental demands of electricity through an interconnected system of national grids and a free exchange electricity market;
- Secure the power supply of the member states;
- Promote and coordinate development of regional power infrastructures (studies and projects implementation);
- Increase the regional electrification rate and satisfy all kinds of energy demand.

The energy balance of ECCAS countries is largely dominated by biomass, covering from 70 to 90% of total energy needs in the countries. Contrasting with the abundance of the primary energy resources, the consumption of commercial energy is very small (0.06 toe / capita, against 0.3 in Africa) and is characterized by the predominance of the petroleum products. The electricity consumption is only 109 kWh / capita against 740 for the whole of Africa. Only about 10% of the 113 million people in the region have access to electricity, representing about 1.3 million subscribers.

In order to develop the huge hydroelectric potential of Central Africa to secure supplies of electricity in member countries and meet the electricity needs even outside of ECCAS area, the CAPP wishes to build by 2025, several electricity interconnected highway and establishes a free exchange of electricity and efficient and prosperous electricity market.

The program of the Central African Power Pool (CAPP), promoted by the Economic Community of Central African States (ECCAS), focuses on the development of the interconnections and electricity exchanges between the Central Africa States. Its strategy, focused on the sharing of the abundant but unequally distributed energy resources in the region, is based on a master plan and promotes a limited number of priority projects, both in terms of energy projects implementation and the institutional capacity building efforts.
6.3. **Relevance of a Regional Electrical Policy**

The CAPP action plan includes the development of the Regional Power Market, and one of the market instruments to be developed in order to achieve an efficient power market and ensure an effective electrification of Central Africa is the Regional Power Policy.

Several projects have already been developed by the CAPP, and the need of a Regional Power Policy has been a focal point discussion in several committee meetings and requested by all the national and regional administrations, in order to accelerate the regional power market development and to address the regional power development issues, including the elaboration of the following:

- Intelligent and efficient legislations;
- International treaties and agreements;
- Incentives to investment;
- The master plan including all the priority production and interconnection projects;
- Guidelines for energy conservation and rational use of energy;
- New & renewable energy mechanisms;
- Pricing strategy & taxation mechanisms;
- All other important governance & development mechanisms.

6.4. **Objectives**

The mission of the Consultant consists of the elaboration of the Regional Power Policy Strategic Document with the followings objectives:

- increase access to electricity for enterprises and households;
- reduce the costs of service in the electricity supply;
- introduce appropriate tariffs for electricity in the region;
- develop the use of new energies and renewable energies;
- diversify the sources of energy supply and ensuring the security of supply;
- ensure the free electricity exchange within the ECCAS;
- strengthen the institutional framework and governance in the electricity sector;
- build the institutional capacity in the electricity sector;
- put in place a regional integration fund for the financing of energy projects.

In a non-restrictive way, the Consultant will include all the possible implications of an intelligent and effective policy, in order to supplement the list of the goals and to adapt them to the context of the ECAC.

6.5. **Expected results**

The following results are expected from this mission:

- Inventory and benchmarking of the different existing national and regional policies;
- Analysis and recommendations on the improvements to be brought to the policies and energy strategies indexed at the national and regional level;
• Consolidation of the medium (10 to 15 years) and long (20 to 30 years) terms needs in energy of each main development sector as defined in the of poverty reduction strategic papers (agriculture, environment et climate change, education, health, gender, ICT, infrastructures, transport, water and sanitation, industrial development, public sector ...) or related to the MDGs.

• Elaboration of a medium and long term regional energy action plan for the production, transport, interconnection, storage and distribution of electricity, including renewable energies and energy efficiency development opportunities;

• Development of the regional energy-poverty matrix, as well as the key performance indicators of the regional program;

• Elaboration and/or improvement of the legislation, the strategy and the operating rules of the electricity market (trade, transport, cross border exchanges, etc);

• Definition of the participation and contribution mechanisms of the oil and gaz sector to the investments of the electricity production projects, transport and distribution of energy, the development of new and renewable energies and of the greenhouse gases reduction programmes;

• Development of financial and fiscal incentives related to the energy products and services (taxes, exemptions, subsidies,...);

• Development of mechanisms and tools aiming to ensure the reliability and the security of supply, as well as the implementation of the favorable conditions to the exchanges of electricity within the states of ECCAS;

• Elaboration and/or improvement of the cross border exchanges tariffs and pricing systems;

• Elaboration of the prices and financial mechanisms specific to the development of rural electrification;

• Strengthening of the local capacities in energy strategy development, renewable energies and cross border electricity exchanges;

• Elaboration and/or improvement of the regional grid code including the following codes: planning, connection conditions, market rules, operating code, balancing code, data recording ...);

• Development of the of the Regional Power Policy Strategic Document, including in an non restrictive way, all the above.

6.6. Tasks description

Within the framework of his mission, the Consultant will carry out in a non restrictive way the following actions:

• Collect detailed information and benchmarking of the national and regional existing energy policies;

• Dialogue with the various stakeholders of the development of national and regional power policies (CAPP, national regulatory authorities, energy ministries, ministries in charge of oil, ministries of planning or national authorized officers, CEMAC, BDEAC, ...);

• Development of a decision-making tool aiming to support the CAPP in the monitoring and management of the energy-development indicators of the ECCAS states. The tool will support the CAPP in the development of the recommendations to be applied for each deviation of the energy-development indicators, needed for the various Councils of Ministers;

• Organization and animation of a national experts workshop (1 energy expert and 1 development and planning expert per country will be attending the workshop) for the realization of an inventory of the various national and regional policies existing and the development of a strategy and regional socio-economic tools;

• Organization and animation of a regional ministerial workshop of national experts, energy ministers and planning and development ministers or National Authorized Officers - NAOs (besides the 2 ministers, the two experts of the first workshop will also be invited for the three first days of this week, and they will continue to support th ministers during the last days). This second workshop will have as ultimate goal the adoption by all the member countries of the ECCAS of the final text of the Regional Power Policy, harmonizing at the ECCAS level the medium (10 to 15 years) and long (20 to 30 years) terms energy objectives, the market operating rules, the regional
agreements on the production, transport and distribution of the electricity, the regional grid code, the rules and principles of reliability and security of supply, the pricing mechanisms, the incentives supporting the development of the renewable energies and the rational use of energy, the development of CDM projects and other different international carbon and climate change programmes, the contributions mechanisms of the oil & gas sector, the requirements in regional training and capacity building, the technology transfer at the regional and international level;

- Elaboration of the monthly and interim project reports (including the status on the tasks performed, the budget and the project plan);
- Development of the Regional Power Policy Strategic Document;
- Elaboration of the final project report, including an assessment on the tasks performed, the budget and the project plan, but also an inventory of all the lessons learned and difficulties encountered during the project.

Any other methodological approach of development of energy policy could be implemented by the Consultant, as long as a written agreement of the Customer is obtained.

Beyond the information related to the full development of the various policy, legislative and financial mechanisms, it is requested to the Consultant to collect any other information aiming to identify the possible barriers to the implementation of the Regional Power Policy, in order to support the CAPP in the implementation and the development of its next plan.

6.7. Project Implementation

The Coordinator is the Client representative, and, for this reason, ensures the supervision and the follow-up of all the activities of the study. He will formulate the technical observations on the Consultant reports, will approve the methodology and the implementation of all the tasks of the study and will check the conformity of all the payment requests of the Consultant prior to each payment.

6.8. Calendar of execution

The global time of execution is estimated at 15 months, starting from the date of notification of the contract. The consultant will at the latest begin his work 10 days after the notification and the project will proceed according to the estimated calendar below (D being the day of attribution of the market, Mi being the month number i):

<table>
<thead>
<tr>
<th>Event</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notification of the contract</td>
<td>D</td>
</tr>
<tr>
<td>Monthly reports</td>
<td>between the 25th of the month Mi and the first day working of month M{i+1}</td>
</tr>
<tr>
<td>Workshop N°1 : experts workshop</td>
<td>D + M9</td>
</tr>
<tr>
<td>Interim report</td>
<td>D + M9</td>
</tr>
<tr>
<td>Approval interim report n°1</td>
<td>D + M10</td>
</tr>
<tr>
<td>Workshop N°2 : Ministerial workshop</td>
<td>D + M13</td>
</tr>
<tr>
<td>Approval interim report n°2</td>
<td>D + M13</td>
</tr>
<tr>
<td>Final report</td>
<td>D + M15</td>
</tr>
</tbody>
</table>

6.9. Deliverables of the project

The Consultant will prepare and submit the reports to the Coordinator of the program which will prepare the technical observations and comments on behalf of the Client.
The expected Reports are the following:

1. An interim report (D + 7 days after the beginning of the mission) including the final planning of the Consultant mission, methodology and tasks;
2. Monthly reports between the 25th of the month M_i and the first working day of the month M_{i+1};
3. A draft final report (D + M_{10}), including the report of the first workshop;
4. A draft final report (D + M_{13}), including the report of the ministerial workshop;
5. A final report 15 days as of reception of the CAPP observations and before the end of the month 15.

The final report will be produced in 15 copies for the final version, including the feedbacks of the second draft report. Two specimen of the final report translated in English language will also be produced. An electronic version of each report will also be sent to the Coordinator in French and in English.

6.10. Team of the Consultant

The team of the Consultant will include at least the following key competences:

- a Programme Manager: Socio economist (5 years university studies and 15 years of experience) with experience on the development of energy policies and strategies, and knowledge of the regional context.
- an Energy Engineer, (5 years university studies and 15 years of experience) can prove a good experience in the countries of ECCAS, and justify a good knowledge of the various involved actors (Peace Ministries, regulators, rural electrification agencies, funds and facilities, various regional and international petroleum industry ...);
- an Energy Economist, (5 years university studies and 15 years of experience) can prove a good experience in the countries of ECCAS, and justify a good expertise in development of strategy and energy policies and modeling economic scenarios;
- a Technical Expert, Energy Engineer, (5 years university studies and 10 years of experience) can prove a good experience in the countries of ECCAS, and justifying a good expertise in technical and economic analysis of energy projects (power plants, renewable, geothermal, hydroelectric ...)
- a Lawyer / Tax Expert (4 years university studies and 10 years of experience) and having a good working knowledge of pricing, taxation and energy law and an excellent experience in project of development of regional energy policy
- a Senior Analyst (5 years university studies and 10 years of experience) specialist in modeling energy scenarios and database with good experience in modeling of energy policy, project management and modeling tool development.

6.11. Payment

The payment are made in accordance to the rules ................................................ and within a period of XXXXXXX calendar days, as from the reception of the invoice.

The invoices will be introduced in two copies, one copy will be mentioned « original » and the other « copy » or « duplicata », with the title of the service (Service contract relative to Development of the Regional Power Policy of the ECCAS), the number of the tender document (RfQ CAPP / N° XXX) and the name of the Director in charge (Mr. Bruno Kapandji Kalala, Permanent Secretary of the CAPP).

The two copies will be sent to the following address:

Monsieur le Secrétaire Permanent du PEAC
PEAC Secrétariat - TOUR NABEMBA 14ème étage / A
All invoice will be signed and dated, and will have the following mention: « certified true and correct and agreed upon at the sum of € …… (Amount in letters) ».

No advance can be required by the service provider.

The payment will be made after the receipt and approval of the monthly report of the Consultant activities; it will be executed every month after reception of the monthly invoice.

In case of extension of the mission, the additional payment will be made after the approval of the Customer, on the basis of invoice calculated according to the number of additional days.
7. Appendixes: Status of the National and Regional energy policies

7.1. Inventory of the existing energy policies: CAPP

7.1  Inventory of the existing energy policies: Angola

7.2  Inventory of the existing energy policies: Burundi

7.3  Inventory of the existing energy policies: Cameroon

7.4  Inventory of the existing energy policies: Central Africa

7.5  Inventory of the existing energy policies: Congo

7.6  Inventory of the existing energy policies: DR Congo

7.7  Inventory of the existing energy policies: Gabon

7.8  Inventory of the existing energy policies: Guinea Equatorial

7.9  Inventory of fixtures of the energy policies: Sao Tome and Principe

7.10  Inventory of the existing energy policies: Chad