



## INVITATION TO TENDER FOR CONSULTANCY SERVICES

Lisbon, February 21<sup>st</sup>, 2013

**Our reference: Tariff Setting \_ PCAER 2011/231-830**

Dear sirs,

**SUBJECT: INVITATION TO TENDER FOR CONSULTANCY SERVICES FOR TARIFF SETTING**

I am pleased to inform you that you are invited to take part in the present tender procedure for the above contract. The complete tender documents are attached to this letter. It include:

**A. Terms of Reference**

1. Introduction
2. Scope of Consultancy Services
3. Methodology
4. Instructions to Tenders
5. Legal Rights

**B. Other Information, as annex to the ToR**

- Annex 1. Indicators to be considered in tariff setting in accordance with the logical framework;
- Annex 2. Administrative Evaluation Grid;
- Annex 3. Technical Evaluation Grid;
- Annex 4. Service Contract Nº 2011/231- 830 for European Union External Actions Template;
- Annex 5. Service Tender Submission Form;



For full details of the tendering procedures, please refer to the **Practical Guide to contract procedures for EU external actions and its annexes**, which may be downloaded from the following Web site:

[http://ec.europa.eu/europeaid/work/procedures/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/index_en.htm).

We look forward to receiving your tender before the deadline in the address specified in the ToR. If you decide not to submit a tender, we would be grateful if you could inform us in writing, indicating the reasons for your decision.



Yours sincerely,

David Afonso  
(Project Coordinator)

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	<b>Bambadinca Sta Claro – Community Programme for Access to Renewable Energy</b>	
Date: 05/03/2013	Developed by: TESE-EWB	Version: 4.5

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These ToR have been **prepared** and **approved** by TESE – Development Association.

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## 1 Introduction

**TESE – Development Association** is a Portuguese Non-Governmental Development Organization (NGDO) established in 2002, which aims to create and implement innovative solutions to advance social development, equality of opportunities and wellbeing. In order to achieve its goals, TESE adopts a positive approach, finding in social need an opportunity to act and to promote partnerships between the public, private and third sectors.

**Engineers Without Borders (EWB)** is the international unit of TESE (TESE-EWB). We focus our intervention on Environment and Development issues, promoting social entrepreneurship and sustainable access to services and social infrastructures within the Water, Sanitation, Energy and Waste sectors.

TESE-EWB aims to enhance sustainable human development by improving access to services and social infrastructures, particularly in underserved communities, concurring to the achievement of the Millennium Development Goals (MDGs).

**Bambadinca Sta Claro – Community Programme for Access to Renewable Energy**, contract nº2011/231-830, has as **specific objective** ensure sustainable access to electricity through renewable energy to the village of Bambadinca, Bafatá Region, in Guinea-Bissau.



**Expected results** of the project:

- R1.** Management model of the community energy central created and implemented through a participatory approach and a focus on its sustainability;
- R2.** Bambadinca population made aware of safety procedures and energy efficiency;
- R3.** Bambadinca population with access to affordable electricity through the Decentralized System of Electricity Production and Distribution, from Renewable Energy source.

**Duration:** 42 months, from October 2011 to March 2015.

**Budget for the action:** 2.140.724 EUR, co-funded by the European Union (ACP-EU Energy Facility, 75%) and by the Portuguese Cooperation Agency (25%).

**Direct beneficiaries:** 1.000 households (around 6.500 inhabitants) of Bambadinca village, 84 existing micro-enterprises and 16 institutions.

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## 1.1 Background of Bambadinca Sta Claro

Guinea Bissau is one of the poorest countries of West Africa. In accordance with the household survey conducted by TESE-EWB (ESCE<sup>1</sup>), **poverty rate**<sup>2</sup> in Bambadinca was estimated in 99,73%, being higher than the national average. This conclusion is in line with data from DENARP II<sup>3</sup>, regarding poverty incidence in Bafatá region (which includes Bambadinca).

Guinea Bissau' government set as goals, in DENARP II, to promote: i) renewable energy sources as means of reducing dependence on petroleum products; and, ii) access to modern energy services in rural and semi-urban areas.



Map 1 Bambadinca location (Google, 2009)

According to ESCE, about 95% of Bambadinca population does not have **access to any source of electricity**. Micro-commerce is also affected by this situation, from which only 20% has access to electricity. The study conducted by TESE-EWB evidenced that the main sources of energy used to replace electricity, by the population, are candles (96.27%) and batteries (98.60%) (ESCE, 2009).



The total weight of **expenditure on energy**, in household' income, ranges between 18.84% and 72.63%, being higher in lower income groups. The one that most contributes to the financial burden of the household is expenditure on electricity or substitutes (24%, on average). This is estimated to be higher than the actual expense they would incur, if using electricity (based on the tabulated price for electricity in rural areas).

With *Bambadinca Sta Claro* project, a **PV-Hybrid Power Plant** will be constructed and encompass 3 (three) Power Generation Groups. Former distribution lines will be rehabilitated and expanded guaranteeing access to energy by inhabitants of Bambadinca village. Future clients of the energy service include

<sup>1</sup> Socioeconomic and Energy Consumption Characterization Study (TESE-EWB, 2010).

<sup>2</sup> Given the international standard of 2USD *per capita/day*.

<sup>3</sup> Poverty Reduction Strategic Paper – Guinea-Bissau, 2011-2015 (IMF, 2010).

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households (with specific energy consumption patterns and different capacity to pay), small businesses and local institutions.

The table below summarizes a set of indicators<sup>4</sup> referring to the **PV-Hybrid Power Plant by the end of project implementation**.

PV Installed Power (kW)	624
Diesel Installed Power (kW)	240
Estimated Annual Energy Yield (kWh)	899.000
<i>Performance Ratio</i>	0,73
Peak Power Consumption (kW)	164,00
Nominal Power Consumption (kW)	75
Estimated Daily <sup>5</sup> Energy consumption (kWh)	1.179,06

Payment will be made through **prepaid meters**<sup>6</sup>, which clients will rent to ACDB - Community Association for the Development of the Bambadinca' sector. The option for renting intends to lower connection fees and allows to impose measures for removal of the meter to another house, in such cases customers do not make use of the energy system for a set period.

A **tri-party management model** is being established guaranteeing that procedures and competencies are well defined in four dimensions: i) financial and commercial management; ii) system operation and maintenance; iii) system surveillance and security; and, iv) prevention and conflict resolution. ACDB will be the main responsible for management of the system, but will work in cooperation with the national/regional energy authority and local community leaders.

## 2 Scope of Consultancy Services

### 2.1 Objective

**Develop the tariff proposal and a set of complementary tools to be implemented in the energy service of Bambadinca**, in close coordination with the project team and given the principles participatively established with community representatives.

### 2.2 Terms and Overall Conditions



The tariff proposal study must take into consideration the project overall and specific objective, as well as project expected results<sup>7</sup>.

<sup>4</sup> All values are subject to change, as TESE is currently negotiating the work and supplies contract award for the construction of the PV-Hybrid Power Plant. This process is expected to finish in March 2013.

<sup>5</sup> For an average day in August, the lowest radiation energy yield month.

<sup>6</sup> First meters will be acquired by the project. The specific number of meters is yet to establish following the contract award for rehabilitation and expansion of the distribution lines.

<sup>7</sup> See annex 1 for a list of indicators, taken from the project's logical framework, to be considered in tariff setting.

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On developing the tariff setting proposal, the consultant must consider the principles defined through a participatory approach with the project beneficiaries, target group representatives, local authorities and other relevant key informants. These principles are as follow:

- Good governance: the proposed tariff must be guided by transparency and clear definition of the cost structure and operating margin;
- Financial sustainability: the suggested tariff must guarantee cost recovery (100%) from activities related to management, operation and maintenance (O&M) of the PV-Diesel Power Plant and of the distribution mini-grid<sup>8</sup>.
- Distributive justice and universal access: the advocated tariff must ensure the opportunity to access to the energy service by all beneficiaries regardless of the differences in income and energy consumption associated to different groups;
- Economic efficiency: the tariff must pursue economic efficiency, regarding short and long term equilibrium, while taking into account the national legislated tariff and avoid market distortions.

Furthermore, the study must be guided by a **Life Cycle Approach (LCA)**, considering a 10 year life span of the energy service and the tariff has to ensure that expenditure on energy reflects consumption (**consumer pay approach**). This will apply to all consumers except religious institutions<sup>9</sup>, due to deliberation of project' beneficiaries.

The consultancy services must be implemented in close coordination with the project team. TESE-EWB will designate a focal point that will **centralize all communication** among the consultant, TESE-EWB, the beneficiaries and local authorities (during the consultancy's implementation length). Furthermore, it is expected that the focal point is **actively involved** in the carried study. Thus, in the technical proposal the consultant has to propose the activities and tasks to be implemented by the focal point and/or with his support. **Activities and tasks to be implemented by (or with the support of) the focal point will be set in detail between the consultant and the project coordination, during the contract award negotiation.**



### 3 Methodology

The consultant must present a detailed methodology for implementation of the above tariff setting studies, based on state of the art methodologies, common constraints in access to energy in developing countries & off grid electrification and Guinea-Bissau's reality.

Notwithstanding, a set of tasks must be included in the global envisaged methodology. These are presented below, in section 3.1. Methodology: Tasks to integrate.

<sup>8</sup> Among others, OPEX has to reflect annual replacements of equipments with life span inferior to 10 years (as batteries, charge regulators or invertors). Management costs must be presented apart from OPEX, and include training and technical assistances to strengthen management and technical capacities along the 10 years of operation. It is expected that the consultant presents through a graphic (or other visual approach) an evolution, throughout the life cycle of the PV-Diesel Power Plant, of the relative weights of CAPEX, OPEX and Management costs.

<sup>9</sup> Extendable up to a consumption-cap to be determined given current energy consumption.

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### 3.1 Methodology: Tasks to Integrate



Task	Description	Observations
1	Benchmark on Electricity and off-grid tariffs	Within the consultancy implementation, the consultant will have to develop a benchmark on electricity and off-grid tariffs to sustain a set of important decisions to be made linked with tariff setting <sup>10</sup> .
2	Assumption definition	<p>TESE-EWB is responsible for providing information regarding: i) Power plant architecture &amp; mini grid and general functioning of the energy system and capital costs; ii) Energy production; iii) Load curve, by different consumer type; iv) Detailed management and OPEX costs; v) Expected connection rates, by year of operation.</p> <p>At the end of this task, consultant must be able to present a framework integrating all assumptions, guaranteeing that these will be reflected in tariff setting.</p> <p>Assumption definition must also take into account impacts resulting of choices made, including impact on access by future customers (namely, taking into account behavioral economics).</p>
3	Development of different cost recovery scenarios and sensitivity analysis of selected variables	<p>As a pilot project, variations on assumptions and main variables must be considered and their impact analysed. Among others, it is mandatory to include a stress test of high and low case risks scenarios and repayment ability.</p> <p>Though not mandatory, the consultant is expected to present calculations in a monthly basis until the breakeven point, following which these can be presented annually.</p> <p>Conclusions from this task may lead to adjustments in the developed models.</p>
4	Workshop: Presentation of main findings to relevant stakeholders	<p>A meeting hosted in Guinea-Bissau to present the study to: national and local energy authorities, beneficiaries, partners, project funding agencies and other relevant key informants.</p> <p>Suggestions from this meeting may lead to adjustments in the final report.</p>

### 3.2 Consultancy Outputs

The consultancy will have 3 (three) deliverable (D) outputs :

D	Description
D1	Benchmark on Electricity and off-grid tariffs (Draft and Final version)
D2	Report on Tariff Setting (Draft and Final version)

<sup>10</sup> The benchmark must allow to present answers to questions like the following: i) Should the EAGB – Energy and Water Public Company<sup>10</sup> tariff scheme be adopted?; ii) Should price be differentiated by types of consumers?; iii) Are there limitations in previous off-grid services that should be integrated in the price structure?; and, iv) What are the constraints imposed by pre-paid meters?

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D3	Tariff Setting Model and Operation Manual (Draft and Final version)
D4	Workshop Presentation, Proceedings and all other Documentation Produced (Draft and Final version)

All deliverables must be developed by the consultant and not by others.

A draft version of all deliverables must be presented to TESE-EWB to analysis and discussion, which may lead to adjustments to be included in the final versions. The draft and final deliverables must be submitted as presented in these ToR.

All the draft and final deliverables must be properly formatted and edited. The final deliverables, including all annexes, must be presented in electronic format and in two (2) hardcopies. In the electronic format all documents must be presented in a closed format (as an example, \*.pdf) and in an editable format (as an example, \*.docx/\*.xlsx/\*.pptx).

The final deliverables shall be submitted no later than the end date of the contract (further information on expected dates is presented in section 4.3).

## D1: Benchmark on Electricity and off-grid tariffs

The benchmark shall be guided by a review of tariff setting principles & models (*textbook*) and case studies, but must be bounded to Guinea-Bissau's reality. Thus, the analysis shall not be general and disregarding Guinea-Bissau's specific situation<sup>11</sup>.



For this reason, and regarding exclusively this deliverable, a structure of the benchmark must be sent to TESE-EWB to discussion, prior to completion to guarantee that an holistic approach is incorporated into the analysis.

Among others, rates to be analysed in the benchmark include: i) Flat/Linear rates; ii) Decreasing/increasing block rates; iii) rates per type of consumer; iv) rates pegged to contracted power; v) rates pegged to peak/off peak consumption.

The benchmark structure must cover:

- Eco-Fin indicators, including analysis on price structures and implications on connection fee and on cost-recovery;
- Social indicators, including impact on low-income clients, capacity & willingness to pay for tariff and for connection fee, and complexity regarding customers' ability to understand the tariff structure.
- Technical indicators, given the PV-Hybrid Power Plant architecture and implications to prepaid meters;
- Environmental indicators, relating to incentives for energy efficiency.

<sup>11</sup> Refer to section 1.1 Background of Bambadinca Sta Claro.

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The benchmark shall be developed with support of TESE-EWB<sup>12</sup> and trigger a discussion between TESE-EWB and the consultant in order to validate decisions and how to best integrate these in the following phases of the consultancy.



## D2: Report on Tariff Setting

A preliminary report structure is presented below, identifying sections to include in the report to be presented to TESE-EWB. Consultants are welcome to comment on this structure and include other relevant sections, upon justification in the technical proposal for his options.

Section	Observations
1. Executive summary	
2. Introduction	Must describe the context and the project. Moreover, the framework that guides the consultancy should be made clear in this section, namely the objective and scope.
3. Methodology	Must clearly establish the methodology implemented and sustain the choice for implementing such methodology in comparison with others.
4. Desk review and secondary data analysis	Must synthesize main findings and implications to the consultancy being carried.
5. Assumptions presentation	Must clearly present all the assumptions and justify each of them, ranging from macro level (as inflation) to micro level (as connection rate).
6. Customer groups and load profile	Must take as baseline, data from ESEC regarding: i) consumer consumption; ii) consumer expenditure; and, iii) load curve.
7. Development of the cost model	Must evidence different costs and their weight in the final expected cost. It is expected that the consultant presents a cost breakdown along the energy service lifespan.
8. Development of the rate setting model	Must evidence price structure, connection fees, possible variations among different consumer groups and penalty regime <sup>13</sup> . It is expected that the consultant presents a breakdown of the rate along the energy service lifespan.
9. Economical and financial analysis	Must include cost recovery scenarios and sensitivity analysis of selected variables. Also, this section must link with project indicators presented in Annex 1 of the ToR.
10. Social analysis	Must focus on access by different consumer groups and behavioral choices.

<sup>12</sup> This participation must enable integration of knowledge of local constraints and know behavior from consumers and practices from other energy services existing in Guinea-Bissau.

<sup>13</sup> For example, measures for removal of the meter between house/clients, in case customers do not make use of the energy system for a set period.

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Also, this section must link with project indicators presented in Annex 1 of the ToR.

11. Conclusion	Must follow from evidence found in the consultancy implemented, but be clearly distinct.
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### D3: Tariff Setting Model and Operation Manual

A tariff setting model structure proposal is presented below. It is important to note that the Operation Manual refers to the Model, but should be presented in separate. Consultant are welcome to comment on this structure and include other relevant sections, upon justification in the technical proposal for his options.

Section	Observations
1. Spreadsheet: Summary	Must synthesise the main variables and outputs for the most important analysis.
2. Spreadsheet: Assumptions	Must include all assumptions presented in the Tariff Setting Report.
3. Spreadsheet: Cost model setting	Must be user friendly and intuitive ensuring that in the future, local institutions are able to alter and update costs and assumptions (if necessary).
4. Spreadsheet: Rate setting model	Must be user friendly and intuitive ensuring that in the future local institutions are able to analyze results and inculcate long term alterations on tariff.
5. Spreadsheet: Sensitivity analysis and stress test	Must include all performed calculations presented in the Tariff Setting Report.
6. Operational manual	Must clearly express the correct procedures to alter all the spreadsheets, facilitating understanding by local users. Should be self explanatory.



### D4: Workshop Presentation, Proceedings and all other Documentation produced

The workshop must be implemented, in Guinea-Bissau, by the consultant and not by others.

TESE-EWB local team will support the consultant in the logistics of Workshop preparation. Facilitation of the Workshop may be assisted by TESE-EWB focal point, in order to restrain languages limitations.

The workshop **must include**:

- Presentation of main findings and implications for access to energy in Bambadinca;
- Possibility of extrapolation of the Bambadinca Energy Service case-study to rural electrification in Guinea-Bissau;
- Discussion moment enabling questions and answers with the participants;
- Moment of validation for voting and approval of the tariff setting proposal and/or of alternatives identified during the workshop.

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The draft presentation must be sent to TESE-EWB, 15 days before implementation of the workshop. Workshop final presentation, minutes and any other documents produced during the workshop must be sent to TESE-EWB up to 15 (fifteen) days after the implementation (further information on expected dates is presented in section 4.3).

### 3.3 Action Plan

All consultants must present an action plan following the template presented below.

#	Activity	Month				...	Level of effort (days)
		W1	W2	W3	W4	...	
A1							
A2							
A3							
...							

As referred before, the action plan must clearly indicate participation of TESE-EWB's focal point. Furthermore, discussion moments between the consultant and the focal point must be made clear.



### 3.4 Budget

**Budget:** Maximum 25.450 EUR. This figure encompass the cost of a field mission to Guinea-Bissau, including flight<sup>14</sup> and per diems. The length of the field mission should vary between a minimum of 7 and a maximum of 14 days.

All consultants must submit a financial proposal following the template presented below.

Budget Line	Unit	Unit Cost	Total
Consultant #1 Fee			
Consultant #2 Fee ( <i>if applicable</i> )			
Flight to Guinea-Bissau			
<i>Per diem</i>			
Report production and related overheads			
Subtotal			
Value added tax or other taxes ( <i>XX%, if applicable</i> )			
<b>Total</b>			

<sup>14</sup> Though included in the price, the consultant will have to present to TESE-EWB the flight receipt and boarding pass, to audit purposes.

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The budget must refer to all costs, including taxes if applicable. All costs related to bid preparation and submission will be borne by the consultant.

## 4 Instructions to Tenders

### 4.1 Consultant Qualifications and Experience

- Proposals are accepted by individual or corporate consultants;
- Key experts must have a Masters Degree or Doctorate in Economics, Finance, Engineering or Business Administration;
- Knowledge of behavioral economics is an advantage;
- At least 5 years experience in establishing rate setting models in the energy sector, with preference for experience in the renewable off-grid PV-Hybrid Power Plants;
- Experience in provision of consultancy services in ACP Countries required and experience in the West Africa sub-region valued;
- Available throughout the whole consultancy service period and to regularly engage in *skype* meetings with TESE-EWB's focal point;
- Proven ability in clear report writing and development of operational manuals;
- Proven competence in facilitation workshops and in engaging with different audiences;
- Fully fluent in English and French is a requisite while Portuguese language knowledge is valued;
- Good communication skills required;
- Ability to effectively manage time and resources available and meet deadlines;



The consultancy work may not be re-assigned by the consultant.

### 4.2 Language

Consultant must present the expected deliverables in **Portuguese**. If Portuguese is not the mother-tongue of the consultant, deliverables may be presented in **Portuguese and in English**.

An exception to this concerns the Workshop, which may be facilitated in Portuguese or French (including workshop deliverables).

Likewise, proposal submissions can be presented in Portuguese or in English

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### 4.3 Expected Dates

Description	Deliverable	Expected Date <sup>15</sup>	
		Draft	Final
Commencement date (expected)			April 15 <sup>th</sup>
Benchmark on Electricity and off-grid tariffs	D1 <sup>16</sup>	May 17 <sup>th</sup>	May 31 <sup>st</sup>
Report on Tariff Setting	D2	August 5 <sup>th</sup>	September 16 <sup>th</sup>
Tariff Setting Model and Operation Manual	D3	August 5 <sup>th</sup>	September 16 <sup>th</sup>
Workshop Implementation			September 2 <sup>nd</sup>
Workshop Presentation, Proceedings and all other Documentation produced	D4	August 19 <sup>th</sup>	September 16 <sup>th</sup>
Final date (expected)			September 16 <sup>th</sup>

### 4.4 Clarifications on these ToR

Clarifications on these ToR may be submitted by email, to [s.dourado@tese.org.pt](mailto:s.dourado@tese.org.pt) and cc to [d.afonso@tese.org.pt](mailto:d.afonso@tese.org.pt), until March 8<sup>th</sup> 2013.

TESE-EWB will respond to all questions up to March 11<sup>th</sup> 2013.

### 4.5 Proposal Submission

Applications must be submitted until 12.00 hours, March 18<sup>th</sup>, 2013 to [s.dourado@tese.org.pt](mailto:s.dourado@tese.org.pt) and cc to [d.afonso@tese.org.pt](mailto:d.afonso@tese.org.pt). Applications are accepted in Portuguese or in English

The application must be as detailed as possible and provide complete information about the consultant (or consultants team), previous experience and methodology.

The consultant must submit in separate:



- A. Service Tender Submission Form, using the template provided in Annex 5;
- B. Technical proposal, including *curriculum vitae*<sup>17</sup> of key experts emphasizing experience in similar consultancies<sup>18</sup>;
- C. Financial proposal;
- D. Detailed examples of previous studies on tariff setting, including spreadsheets on cost model and tariff model or snapshots of the spreadsheets<sup>19</sup>;

<sup>15</sup> All dates refer to the year 2013. All dates are provisional, depending upon: i) final date for contract award of the present consultancy services; and, ii) on award of the two ongoing tender bids for contracts for the construction of the PV-Hybrid Power Plant and for the rehabilitation and expansion of the grid.

<sup>16</sup> Exceptionally to this deliverable, a benchmark structure proposal must be sent to TESE-EWB, prior to presentation of the Draft Deliverable. The date for this shall be proposed by the consultant during contract negotiation.

<sup>17</sup> *Curriculum vitae* should be presented in European Union Format.

<sup>18</sup> Corporate consultants must present a portfolio of the company though it does not exclude them from the inclusion of *curriculum vitae* for key experts

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Proposals must be valid for a sixty (60) day period.

## 4.6 Evaluation and Selection Criteria

Only proposals who comply with the administrative procedures, will be evaluated. The administrative evaluation grid is presented in Annex 2, of these ToR.

Consultants will be selected following the best value for money approach which is established by weighing technical quality against price (financial proposal). The basis for weighting each is presented below.

Proposal	Weight on Evaluation
Technical proposal, including analysis of previous studies	80%
Financial proposal	20%

Technical proposals will be scored against the requirements stated in the ToR, as presented in Annex 3 – Technical Evaluation Grid. Proposals which achieve an average score of 80 points or more (in a scale of 100 points), in the technical evaluation, will be considered to the second phase (financial proposal evaluation).

Furthermore, all proposal must comply with European Union rules of eligibility (nationality) and exclusion<sup>20</sup>.

## 4.7 Applicable Conditions

- This is a global price contract, as defined by the EU.
- 40 % of the fee will be paid on the first day of work;
- The remaining 60% will be paid in two subsequent periods:
  - 50% after presentation of the draft deliverables D2 and D3, namely the Report on Tariff Setting and the Tariff Setting Model and Operation Manual;
  - 10% following the presentation and validation by TESE-EWB of the final versions of all deliverables.

All materials needed to implement the consultancy (e.g., laptop, consumables and other) shall be provided by the consultant.



## 5 Legal Rights

Ownership of draft and final documentation belongs exclusively to TESE-EWB and funders of the project “Community Programme for Access to Renewable Energy”. The report, or any related publication, should

<sup>19</sup> Given property rights permits, consultants may sent partial examples of such studies.

<sup>20</sup> These can be consulted in:

[http://ec.europa.eu/europeaid/work/procedures/implementation/practical\\_guide/previous\\_versions/2011/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/practical_guide/previous_versions/2011/index_en.htm)

	Terms of Reference for Consultancy Services for Tariff Setting	
	<b>Bambadinca Sta Clara – Community Programme for Access to Renewable Energy</b>	
Date: 05/03/2013	Developed by: TESE-EWB	Version: 4.5

not be shared with third parties, except TESE-EWB, before submission of the final document to the European Union, local authorities and beneficiaries by TESE-EWB.

## 5.1 Intellectual Property Rights

All documentation relating to this service shall remain the sole and exclusive property of TESE-EWB and, as such, fully available the European Union & other funders and project beneficiaries.

## 6 Documents Annexed

- Annex 1. Indicators to be considered in tariff setting in accordance with the logical framework;
- Annex 2. Administrative Evaluation Grid;
- Annex 3. Technical Evaluation Grid;
- Annex 4. Service Contract Nº 2011/231- 830 for European Union External Actions Template
- Annex 5. Service Tender Submission Form



Objective/Result	Indicator
Specific Objective	<p><b>** General indicators</b></p> <ul style="list-style-type: none"> <li>50% and 63% of households have access to energy for lightning, until the year 3 and 4 of the project (<i>baseline: 5%</i>);</li> <li>50% e 70% of poor households have access to energy for lightning, until the year 3 and 4 of the project (<i>baseline: 0%</i>);</li> <li>505 Kwh/year/household of available electricity for consumption, until year 4 of the Project (<i>baseline: 0</i>);</li> <li>50% of traditional energy sources replaced by electricity, until year 4 of the project (<i>baseline: 95% of households use traditional sources (batteries and candles) as electricity substitute</i>);</li> <li>Expenditure in electricity and substitutes weights 10% on the household' total income , until year 4 of the project (<i>baseline: 24%</i>);</li> <li>Expenditure in electricity and substitutes weights 10% on the poor' households total income until year 4 of the project (<i>baseline: 36%</i>);</li> <li>80% increase of educational entities with access to electricity, until year 4 of the project (<i>baseline: 1 school with a solar PV system</i>);</li> <li>100% of the hospitals, clinics and health centers with access to electricity, until year 4 of the project (<i>baseline: 0</i>);</li> <li>50% and 75% of small commercial businesses are connected to SCEB, until the year 3 and 4 of the project (<i>baseline: 23% of small commercial businesses have a generator</i>);</li> </ul> <p><b>** Commercial Performance Indicators</b></p> <ul style="list-style-type: none"> <li>80% of revenue collected represent the total amount invoiced;</li> <li>100% of the costs of operation and maintenance are covered by annual revenues;</li> </ul>
Expected result 1	<ul style="list-style-type: none"> <li>Tariff proposal ratified, in the year 2 of the project (<i>baseline: n/a</i>);</li> </ul>
Expected result 3	<ul style="list-style-type: none"> <li>630 households (63% of Bambadinca population) with safe access to electricity, in the year 4 of the Project;</li> <li>63% increase of safe access to electricity, in households, up to the year 4 of the project;</li> <li>81 (20%), 122 (30%) e 203 (50%) of poor households joined the savings plan to pay for the connection fee, in the Year 1, Year 2 and Year 3 of the project, respectively;</li> <li>100 head of families, from poorer households, that joint the savings plan are women, until the year 3 and 4 of the project;</li> </ul>

## Annex 2. Administrative Evaluation Grid

<b>Contract title :</b>		<b>Reference :</b>	
-------------------------	--	--------------------	--

Tender envelope number	Tenderer's name (Leader) (Nationality)	Other members of the consortium if any Name (Nationality)	Within deadline?	Tender submission form duly completed and only 1 tender per tenderer?	Eligible nationality (all parties)?	Tenderer's declaration (signed by each consortium member, if appropriate)?	Language as required?	Organisation & methodology exists?	Key experts (list + CVs)?	Key experts are present in only one tender as key experts?	All key experts have signed statements of exclusivity & availability?	Overall decision? (Accept / Reject)
1												
2												
3												
4												
5												
6												
7												
8												

<b>Chairperson's name</b>	
<b>Chairperson's signature</b>	
<b>Date</b>	

### Annex 3. Technical Evaluation Grid

	Maximum
<b>Organisation and methodology</b>	
Rationale	30
Strategy	20
<b>Total score for Organisation and methodology</b>	<b>50</b>
<b>Key experts</b>	
<b>&lt;Key expert 1&gt; (Max 30 points)</b>	
Qualifications and skills	10
General professional experience	5
Specific professional experience	15
<b>&lt;Key expert 2&gt; (Max 20 points)</b>	
Qualifications and skills	5
General professional experience	5
Specific professional experience	10
<b>Total score for Key experts</b>	<b>50</b>
<b>Overall total score</b>	<b>100</b>

**SERVICE CONTRACT Nº 2011/231-830**

**FOR EUROPEAN UNION EXTERNAL ACTIONS FINANCED FROM EDF**

TESE – Associação para o Desenvolvimento pela Tecnologia, Engenharia, Saúde e Educação,  
Rua das Amoreiras, 101, 1250-022, Lisboa, Portugal  
("the Contracting Authority"),

of the one part,

and

<Full official Name of the Consultant>

<Legal status/title><sup>21</sup>

<Official registration number><sup>22</sup>

<Full official address>

<VAT number><sup>23</sup>, ("the Consultant")

of the other part,

have agreed as follows:

**Special Conditions**

**(1) Subject**

The subject of this Contract is Consultancy Services for Tariff Setting done at/in <Location> with identification number Tariff Setting \_ PCAER 2011/231-830 ("the services").

**(2) Structure of the contract**

The Consultant will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: General Conditions for service contracts financed by the European Union

Annex II: Terms of reference [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit]

Annex III: Organisation and methodology [including clarifications from the tenderer provided during tender evaluation]

Annex IV: Key experts

Annex V: Budget

Annex VI: Forms and other relevant documents

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<sup>21</sup>Where the contracting party is an individual.

<sup>22</sup>Where applicable. For individuals, mention their ID card or passport or equivalent document - number

<sup>23</sup>Except where the contracting party is not VAT registered.

#### Annex 4. Service Contract N° 2011/231- 830 for European Union External Actions Template

Annex VII: Report of factual findings and terms of reference for an expenditure verification

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

### (3) Contract value

This contract, established in euro, is a **global price contract**. The contract value is EUR <amount>.

### (4) Commencement date

The date for commencing implementation shall be <date/date of signature of the contract by both parties>

### (5) Period of implementation

The period of implementation of the tasks identified in Annexes II & III is <number> months from the Commencement date.

### (6) Reporting

The Consultant shall submit progress reports as specified in the Terms of reference.

### (7) Payments and bank account

7.1 Payments will be made in euro in accordance with Article 29 of the General Conditions into the bank account notified by the Consultant to the Contracting Authority in accordance with Articles 7.8 and 20.7 of the General Conditions.

7.2 The payments will be made according to the following schedule, subject to the provisions of Articles 26 to 33 of the General Conditions:

Month		EUR
1	Pre-financing payment <sup>24</sup>	<40% of the contract value>
<Month number>	50% after presentation of the draft deliverables D2 and D3, namely the Report on Tariff Setting and the Tariff Setting Model and Operation Manual;  10% following the presentation and validation by TESE-EWB of the final versions of all deliverables.	<60% of the contract value>
	<b>Total</b>	<Total contract value>

7.3. Payment and interest on late payment

<sup>24</sup>The consultant is not obliged to ask for pre-financing.

#### Annex 4. **Service Contract Nº 2011/231- 830 for European Union External Actions Template**

By derogation from Article 29.3 of the General Conditions, once the deadline referred to above has expired, the Consultant shall upon demand, submitted within two months of receiving late payment., be entitled to late-payment interest in accordance with article 29.3.]

#### **(8) Contact addresses**

Any written communication relating to this Contract between the Contracting Authority and the Consultant must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Articles 5.3 and 7.8 of the General Conditions.

#### **(9) Law and language of the contract**

9.1 The law of Portugal shall govern all matters not covered by the contract.

9.2 The language of the contract and of all written communications between the Consultant and the Contracting Authority and/or the Project Manager shall be English.

#### **(10) Subcontracting**

Subcontracting is not allowed.

#### **(11) Dispute settlement**

11.1 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall:

- (a) in the case of a national contract, be settled in accordance with the national legislation of the state of the contracting authority; and
- (b) in the case of a transnational contract, be settled either:
  - (i) if the parties to the contract so agree, in accordance with the national legislation of the beneficiary country or its established international practices; or
  - (ii) by arbitration in accordance with the Procedural rules on conciliation and arbitration of contracts financed by the European Development Fund, adopted by Decision 3/90 of the ACP-EEC Council of Ministers of 29 March 1990 (Official Journal No L 382, 31.12.1990) (see General Annex A 12 to the Practical Guide to contract procedures for EC external actions)]

#### **(12) Other specific conditions applying to the contract**

By derogation from Article 29.1 and 29.2 of the General Conditions, the payment deadline shall be 90 calendar days. ]

The consultant must take the necessary measures to ensure the visibility of the EU financing or co-financing. Such measures must be in accordance with the applicable rules on the visibility of external action laid down and published by the Commission. These rules are set out in the Communication and Visibility Manual for External Actions available from the EuropeAid website at [http://ec.europa.eu/europeaid/work/visibility/index\\_en.htm](http://ec.europa.eu/europeaid/work/visibility/index_en.htm)

Done in English in three originals, one original being for the Contracting Authority, one original being for the European Commission, > and one original being for the Consultant.

**Simplified November 2010 (update March 2011)**

TESE-EWB\_ToR\_Consultancy Services for Tariff Setting\_Fev2013

Annex 4. **Service Contract № 2011/231- 830 for European Union External Actions Template**

For the Consultant

**Name:**

**Title:**

**Signature:**

**Date:**

For the Contracting Authority

**Name:**

**Title:**

**Signature:**

**Date:**

**Service Tender Submission Form****Ref: 2011/231-830****Contract title: Consultancy Services for Tariff Setting**

**One signed** of this tender submission form (including signed statements of exclusivity and availability from all key experts proposed), a completed financial identification form and a completed legal entity file (only for the Leader) as well as declarations from the Leader and all members (in the case of a consortium) must be supplied, together with three copies. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted the originals must be dispatched to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

**1 SUBMITTED by (i.e. the identity of the Tenderer)**

	<b>Name(s) and address(es) of legal entity or entities submitting this tender</b>	<b>Nationality <sup>1</sup></b>
<b>Leader <sup>2</sup></b>		
<b>Member <sup>2</sup></b>		
<b>Etc ...</b>		

**2 CONTACT PERSON (for this tender)**

<b>Name</b>	
<b>Organisation</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>E-mail</b>	

## Annex 5. Service Tender Submission Form

### 3 FIELDS OF SPECIALISATION

Please use the table below whose objective is to indicate the relevant specialisms related to this contract of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. **Maximum 10 specialisms.**

	Leader	Member 2	Member 3	Etc ... <sup>3</sup>
Relevant specialism 1				
Relevant specialism 2				
Etc ... <sup>12</sup>				

### 4 EXPERIENCE

Please complete a table using the format below to summarise the major relevant projects related to this contract carried out in the course of the past 3 years<sup>4</sup> by the legal entity or entities making this application. The number of references to be provided must not exceed 15 for the entire tender

Ref no (maximum 15)	Project title							
Name of legal entity	Country	Overall project value (EUR) <sup>5</sup>	Proportion carried out by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates (start/end)	Name of consortium members, if any
...	...	...	...	...	...	...	...	...
Detailed description of project						Type of services provided		
...						...		

## **5 DECLARATION(S)**

As part of its tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using the attached format.

## **6 STATEMENT**

I, the undersigned, being the authorised signatory of the above tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer, and our Financial offer, which is submitted in a separate, sealed envelope:

- ☐ Organisation & Methodology
- ☐ Key experts (comprising a list of the key experts and their CVs)
- ☐ Tenderer's declaration (including one from every consortium member, in the case of a consortium)
- ☐ Statements of exclusivity and availability signed by each of the key experts
- ☐ Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

We recognise that our tender will be excluded if we propose key experts who have been involved in preparing this project or engage such personnel as advisers in the preparation of our tender and that we may also be subject to exclusion from other tender procedures and contracts funded by the EU/EDF.

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure, unless the Contracting Authority gives its prior approval in writing. We are also aware that the consortium members would have joint and several liability towards the Contracting Authority concerning participation in both the above tender procedure and any contract awarded to us as a result of it.

This tender is subject to acceptance within the validity period stipulated in clause 5 of the Instructions to tenderers. Signed on behalf of the tenderer:

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

**FORMAT OF THE DECLARATION REFERRED TO IN POINT 5  
OF THE TENDER SUBMISSION FORM**

**To be submitted on the headed notepaper of the legal entity concerned**

<Date>

<Name and address of the Contracting Authority - see points 7 of the Instruction to tenderers >

**Your ref: < reference >**

Dear Sir/Madam

**TENDERER'S DECLARATION**

In response to your letter of invitation to tender for the above contract, we **<Name(s) of legal entity or entities>** hereby declare that we:

- are submitting this tender **< on an individual basis \* / as member of the consortium** led by < name of the leader / ourselves > \* for this contract. We confirm that we are not participating in any other tender for the same contract, whatever the form of the application (as a member - including leader - in a consortium or as an individual Tenderer);
- are not in any of the situations excluding us from participating in contracts which are listed in **Section 2.3.3 of the Practical Guide to contract procedures for EU external actions**;
- agree to abide by the ethics clauses in **Section 2.4.14 of the Practical Guide to contract procedures for EU external actions** and, in particular, have no conflict of interests or any equivalent relation in that respect with other tenderers in the tender procedure at the time of the submission of this tender;
- < have attached a current list of the enterprises in the same group or network as ourselves / are not part of a group or network> \* and have only included data in the application form concerning the resources and experience of our legal entity;
- will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the tasks;
- fully recognise and accept that we may be excluded from tender procedures and contract in accordance with the Section 2.3.4 of the Practical Guide to contract procedures for EC external actions, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we made false declarations, committed substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2% to 10% of the total value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within 5 years of the first infringement;
- are aware that, for the purposes of safeguarding the financial interests of the EU, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office;
- are aware that our key experts may have signed Statements of Exclusivity and Availability for other tender procedures and that the expert will notify us and the Contracting Authority should he/she receive a confirmed engagement<sup>25</sup> in another tender, according to the Statement of Exclusivity and Availability, and the consequence is that our tender will be rejected in this tender procedure.

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<sup>25</sup> The engagement of an expert is confirmed where such expert is committed to work as a key expert under a signed contract financed by the EU general budget or the EDF or where he/she is a key expert in a tender which has received a notification of award. The date of confirmation of the engagement in the latter case is that of the notification of award to the Consultant.

*Circulation restricted to the Contracting Authority and the author of the document to protect the individual and privacy and commercial and industrial secrecy*

We recognise that our tender and the expert may be excluded should we propose the same key expert as another tenderer or should we propose a key expert who is engaged in an EU/EDF financed project where the input from his/her position in that contract could be required on the same dates as his/her activities under this contract.

[\*Delete as applicable]

In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. The date on the evidence or documents provided will be no earlier than 1 year before the submission of the tender, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up. We also undertake, if required, to provide evidence of the financial and economic standing and the technical and professional capacity according to the selection criteria for this call for tender specified in the procurement notice, point 16. The documentary proofs required are listed in Section 2.4.11 of the Practical Guide.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

Yours faithfully,

<Signature of authorised representative of the legal entity >

< Name and position of authorised representative of the legal entity >

**STATEMENT OF EXCLUSIVITY AND AVAILABILITY<sup>26</sup>**

REF: \_\_\_\_\_

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the period(s) foreseen for the position for which my CV has been included in the event that this tender is successful, namely:

From	To	Availability
< start of period 1 >	< end of period 1 >	< full time/part time >
< start of period 2 >	< end of period 2 >	< full time/part time >
< etc >		

I confirm that I do not have a confirmed engagement<sup>27</sup> as key expert in another EU/EDF-funded project or any other professional activity incompatible in terms of capacity and timing with the above

By making this declaration, I understand that I am not allowed to present myself as an expert to any other tenderer submitting a tender to this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the EU/EDF.

Furthermore, should this tender be successful, I am fully aware that if I am not available at the expected start date of my services for reasons other than ill-health or force majeure or, if applicable, a received confirmed engagement in one of the tenders mentioned below, ~~as well as~~ the tenderer may be subject to exclusion from other tender procedures and contracts funded by the EU/EDF and that the notification of award of contract to the tenderer may be rendered null and void.

Additionally I declare that I am not in a situation of conflict of interest or unavailability and commit to inform the Contracting Authority as well as the tenderer(s) of any change in my situation, e.g. if I sign another Statement of Exclusivity and Availability after the signature of this Statement of Exclusivity and Availability..

[For information I have signed a Statement of Exclusivity and Availability for the following tender(s):

Tender reference	Submission deadline for the tender	Tendered engagement
< tender reference >	< date >	< full time/part time >
< tender reference >	< date >	< full time/part time >
< etc >		

<sup>26</sup> To be completed by all key experts

<sup>27</sup> The engagement of an expert is confirmed where such expert is committed to work as a key expert under a signed contract financed by the EU general budget or the EDF or where he/she is a key expert in a tender which has received a notification of award. The date of confirmation of the engagement in the latter case is that of the notification of award to the Consultant.

Should I receive a confirmed engagement I declare that I will accept the first engagement which is offered to me chronologically. Furthermore I will notify the tenderer and the Contracting Authority immediately of my unavailability. The consequence is that the tender, for which this Statement of Exclusivity and Availability is submitted, shall be rejected. ]

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

---

<sup>1</sup> Country in which the legal entity is registered.

<sup>2</sup> Add / delete additional lines for consortium members as appropriate. **Note** that a sub-contractor is not considered to be a consortium member for the purposes of this application form. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this application is being submitted by an individual legal entity, the name of that legal entity should be entered as 'Leader' (and all other lines should be deleted).

<sup>3</sup> Add/delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

<sup>4</sup> In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts shall be considered.

<sup>5</sup> Effect of inflation will not be taken into account.