



ELECTRICIDADE  
DE MOÇAMBIQUE, E.P.

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**MOZAMBIQUE**

**PROLER PROGRAM**

## **CONSULTING SERVICES**

### **Expressions of Interest**

Electricidade de Moçambique, E.P (“EDM”) has received a financing from *Agence Française de Développement* (“**AFD**”), and intends to use part of the funds thereof for payments delegated by European Union (“**EU**”), toward the cost of the Promotion of Renewable Energy Auction Programme (PROLER). These funds are intended for the preparation of a programme of wind and solar photovoltaic (“**PV**”) projects to be developed through an Independent Power Producer (“**IPP**”) approach and intends to use part of the funds thereof for payments under the following project : Consulting services to assist EDM in the implementation of the Livelihood Restoration Plan (LRP) and the Compensation Plan (CP) prepared under the Land Acquisition and Resettlement Action Planning (LARAP) process for Manje and Chimbunila Solar Photovoltaic Projects (30 MWac each).

#### Context

The Main objective of PROLER is to design technical, financial and legal frameworks for launching renewable energy projects (solar and wind) through competitive processes and to develop the capacities of the public entities involved in the energy sector (MIREME, ARENE and EDM) so that the Government of Mozambique will be fully able to manage the procurement of RE projects at the end of PROLER.

Under PROLER, 4 projects (3 solar PV and 1 wind) will be implemented, whereas of the 3 solar photovoltaic projects, a pilot project with a capacity of about 30MWac in Dondo is more advanced.

#### Services

The Services of the consultant shall consist of services of a Consultant to assist EDM in the implementation of the Livelihood Restoration Plan (LRP) and the Compensation Plan (CP) prepared under the Land Acquisition and Resettlement Action Planning (LARAP) process for Manje and Chimbunila Solar Photovoltaic Projects.

EDM hereby invites Applicants to show their interest in delivering the Services described above.

This Request for Expressions of Interest is open to:

☒ Consulting firms

☐ Individual consultants

☐ NGOs

☐ Joint Venture between NGO(s) and consulting firm(s)

Eligibility criteria to AFD financing are specified in sub-clause 1.3 of the "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries", available online on AFD's website: <http://www.afd.fr>.

The Applicant shall submit only one application, either in its own name or as a member of a Joint Venture (JV). If an Applicant (including any JV member) submits or participates in more than one application, those applications shall be all rejected. However, the same Subconsultant may participate in several applications.

If the Applicant is a JV, the expression of interest shall include:

- a copy of the JV Agreement entered into by all members,
- or
- a letter of intent to execute a JV Agreement, signed by all members together with a copy of the Agreement proposal,

In the absence of this document, the other members will be considered as Subconsultants.

Experiences and qualifications of Subconsultants are not taken into account in the evaluation of the applications.

Interested Applicants must provide information evidencing that they are qualified and experienced to perform those Services. For that purpose, documented evidence of recent and similar services shall be submitted.

Determination of the similarity of the experiences will be based on:

- The contract size: Applicant should have undertaken contract(s) of a similar value and nature. A minimum of three (03) prior contracts is required.
- The nature of the Services: At least three (03) prior assignments with outputs related to Development and implementation of livelihood restoration plans in the context of RAPs, specifically in rural areas; implementation of resettlement action plans, Stakeholder engagement and grievance management; monitoring involuntary resettlement, land acquisition, rehabilitation and land acquisition activities related to the external donor funded projects; management and capacity building for project partners and third parties, training for project affected people; and livelihood assistance, agriculture and/or other rural development initiatives;
- The technical area and expertise:
  - Agricultural Land Management and Use;
  - Spatial Development;
  - Community engagement;
  - RAPs implementation;
  - Land Acquisition;
  - Involuntary resettlement;
- The location: Sub-Saharan Africa.

The Client will also take into account for the evaluation of the applications the following items:

- The Applicant's skills and experience working in the local country contexts, including with local Communities and the availability of local and national experts within the consulting firm.
- Demonstrated knowledge of key partners and stakeholders who must be engaged to successfully achieve the deliverables of this consultancy.

Due to the security risk in the areas where the Services are to be performed, the evaluation of Expressions of Interest will verify that the applications meet the following criteria:

- The Applicant has at least one experience providing services in an area with a similar security risk, for which it shall provide proof of implementation of security measures (invoice or contract with a security service provider, proof of security awareness training before departure on-site, etc.).
- The Applicant has set up internal security management procedures: it shall provide a description of its monitoring system and crisis management system.
- For services provided abroad, the Applicant has entered into an assistance and repatriation contract for its employees: it shall provide the certificate evidencing such contract.
- The Applicant shall describe its standard preparation process for departure on assignment in sensitive areas, and shall attach documents proving its implementation (service orders with related instructions, certificates of awareness-raising or training actions, etc.).

For a JV, its leader and any member that has its registered office outside the Client's country shall fulfil each of these criteria.

An application that does not meet any of these requirements will be rejected.

Among the submitted applications, EDM will shortlist a maximum of six (6) Applicants, to whom the Request for Proposals to carry out the Services shall be sent.

The Expressions of Interest must be submitted by email or by post to the address below no later than 3:30 p.m. of **March 15th, 2024**.

Direcção de Energias Renováveis - DER  
 Av. Eduardo Mondlane, No. 1398, Caixa Postal No. 938, 5º Andar  
 Maputo, Mozambique  
 Tel. (+258) 21 304103/4  
 e-mail: [EDM.DER@edm.co.mz](mailto:EDM.DER@edm.co.mz)

Interested Applicants may obtain further information at the address below during office hours: 7:30-15:30 Hr.

Direcção de Energias Renováveis - DER  
 Av. Eduardo Mondlane, no. 1398, Caixa Postal No. 938, 5º Andar  
 Maputo, Mozambique

**Appendix to The Request for Expressions of Interest  
(To be submitted with the application, signed and unaltered)**

**Statement of Integrity, Eligibility and Environmental and Social Responsibility**

Reference of the bid or proposal Consultancy Services to assist EDM in the implementation of the Compensation Plan (CP) and Livelihood Restoration Plan (LRP) and the Compensation Plan (CP) prepared under the Land Acquisition and Resettlement Action Planning (LARAP) process for Manje and Chimbunila Solar Photovoltaic Projects (the "**Contract**")

To: EDM (the "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been:
    - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
    - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
  - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during

contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
  - 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
  - 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
  - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
  - 3.5 In the case of procurement of goods, works or plants:
    - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
    - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;

- 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
- 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>1</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

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<sup>1</sup> In case of a joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.